



City of Pensacola

Agenda Conference

Agenda

Monday, August 9, 2021, 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/428/Live-Meeting-Video.

ROLL CALL

PRESENTATION ITEMS

1. [21-00647](#) PRESENTATION FROM TORI BENNETT AND HOWARD REDDY FROM THE UNIVERSITY OF WEST FLORIDA REGARDING THE PENSACOLA PLEDGE SCHOLARSHIP.

Recommendation: That City Council receive a presentation from Tori Bennett and Howard Reddy of UWF, regarding the Pensacola Pledge Scholarship.

Sponsors: Jared Moore

Attachments: [Pensacola Pledge Scholarship Presentation](#)
2. [21-00671](#) PRESENTATION: HERE COMES THE RAIN AGAIN - WATER QUALITY CONDITIONS IN THE BRUCE BEACH AREA.

Recommendation: That City Council receive a presentation from Barbara Albrecht, Director, Panhandle Watershed Alliance.

Sponsors: Ann Hill

REVIEW OF CONSENT AGENDA ITEMS

3. [21-00648](#) APPOINTMENT OF MEMBERS TO THE CHARTER REVIEW COMMISSION
- Recommendation:** That City Council, in accordance with City Charter Section 8.01(b) and through joint agreement between the Mayor and City Council, appoint seven (7) members, one coming from each of the seven Council Districts, and (2) appointees from the Mayor for a total of nine (9) appointees to the Charter Review Commission.
- Sponsors:** Jared Moore
- Attachments:** [Application of Interest - Antonio Bruni - Dist 1](#)
[Application of Interest - Samuel Horton Sr - Dist 2](#)
[Resume - Samuel Horton Sr](#)
[Application of Interest - Thomas Williams - Dist 3](#)
[Resume - Thomas Williams](#)
[Application of Interest - David Alexander III - Dist 5](#)
[Application of Interest - Lester Smith - Dist 6](#)
4. [21-00555](#) APPOINTMENTS - FIRE PREVENTION BOARD OF APPEALS
- Recommendation:** That City Council appoint one individual to the Fire Prevention Board of Appeals for a term of three years expiring August 31, 2024.
- Sponsors:** Jared Moore
- Attachments:** [Member List](#)
[Application of Interest - Michael Ritz](#)
[Ballot](#)
5. [21-00625](#) APPOINTMENT TO THE FIREFIGHTERS' RELIEF AND PENSION PLAN
- Recommendation:** That City Council ratify the appointment of Charles E. Good, Jr. as the fifth member trustee for the Firefighters' Relief and Pension Plan filling an unexpired term, expiring on December 31, 2022.
- Sponsors:** Grover C. Robinson, IV

6. [21-00663](#) APPOINTMENT - ARCHITECTURAL REVIEW BOARD

Recommendation: That City Council appoint a Planning Board member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District to fill an unexpired term ending September 30, 2021.

Sponsors: Jared Moore

Attachments: [Member List](#)
[Nomination Form - Lou Mitchell Courtney](#)
[Application of Interest - Lou Mitchell Courtney](#)
[Ballot](#)

7. [21-00610](#) AIRPORT - APPROVAL OF AMENDMENT NO. 4 TO THE NEWS AND GIFTS LEASE AND CONCESSION AGREEMENT

Recommendation: That City Council approve Amendment No. 4 to the News and Gifts Lease and Concession Agreement between the City of Pensacola and Varona-Paradies, LLC. Further, that City Council authorize the Mayor to take all actions necessary to execute the Amendment No. 4.

Sponsors: Grover C. Robinson, IV

Attachments: [News and Gifts Lease and Concession Agreement Amendment No 4](#)

8. [21-00611](#) AWARD OF CONTRACT - ITB #21-025 PORT OF PENSACOLA BERTHS 2,3,5,6, & 7 REPAIRS

Recommendation: That City Council award a contract for ITB #21-025 Port of Pensacola Berths 2,3,5,6, & 7 Repairs to Underwater Mechanicx (UMX) of Jacksonville, Florida the lowest and most responsible bidder with a base bid of \$990,848.00 including additive alternate #1 of \$529,280.00, plus a 10% contingency of \$152,012.80, for a total of \$1,672,140.80. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

Sponsors: Grover C. Robinson, IV

Attachments: [Final Bid Tabulation ITB 21-025](#)
[Vender Reference List ITB 21-025](#)

9. [21-00612](#) AWARD OF CONTRACT - BID #21-024 PORT OF PENSACOLA
FLOATING DOCK REPLACEMENT AND REPAIRS
- Recommendation:* That City Council award a contract for ITB #21-024 Port of Pensacola Floating Dock Replacement and Repairs to Gulf Marine Construction, Inc. of Pensacola, Florida, the lowest and most responsible bidder, with a base bid of \$845,112 plus a 10% contingency of \$84,511.20 for a total of \$929,623.20. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Final Bid Tabulation ITB 21-024](#)
 [Vender Reference List ITB 21-024](#)
10. [21-00642](#) AWARD OF CONTRACT TO MCCULLOUGH & SON FOR INVITATION
TO BID (ITB) NO. 21-026 KIWANIS DOG PARK
- Recommendation:* That City Council award a contract to McCullough & Son for ITB No. 21-026 Kiwanis Dog Park for \$94,600.00, and a 10% contingency of \$9,460.00 for a total amount of \$104,060.00. Further that City Council authorize the Mayor to take all actions necessary to execute all contracts, related documents and to complete the project.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [ITB No. 21-026 Tabulation Sheet](#)
 [ITB No. 21-026 Final Vendor Reference List](#)
11. [21-00661](#) FLORIDA STATE FRATERNAL ORDER OF POLICE, INC. (FOP)
POLICE OFFICERS TENTATIVE COLLECTIVE BARGAINING
AGREEMENT
- Recommendation:* That City Council ratify the Tentative Collective Bargaining Agreement between the City of Pensacola and the Florida State Fraternal Order of Police, Inc. (FOP) Police Officers Unit
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [FOP Officers Collective Bargaining Agreement](#)
 [PPD Ratification Letter](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

15. [21-00542](#) PUBLIC HEARING: REQUEST FOR ZONING MAP AMENDMENT - 1301
N. PALAFOX STREET

Recommendation: That City Council conduct a public hearing on August 12, 2021, to consider the request to amend the Zoning Map for 1301 N. Palafox Street.

Sponsors: Grover C. Robinson, IV

Attachments: [Planning Board Rezoning Application](#)
 [Community Comments](#)
 [Planning Board Minutes June 8, 2021 DRAFT](#)
 [Zoning Map June 2021](#)
 [Proposed Ordinance No. 29-21](#)

16. [29-21](#) PROPOSED ORDINANCE NO. 29-21 - REQUEST FOR ZONING MAP
AMENDMENT - 1301 PALAFOX STREET

Recommendation: That City Council approve Proposed Ordinance No. 29-21 on first reading:

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

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 29-21](#)
 [Planning Board Rezoning Application](#)
 [Community Comments](#)
 [Planning Board Minutes June 8, 2021 DRAFT](#)
 [Zoning Map June 2021](#)

17. [21-00540](#) REQUEST FOR AUTHORIZATION TO EXPEND TREE PLANTING TRUST FUND MONIES - HURRICANE SALLY DAMAGE - PURCHASE, PLANTING, AND MAINTENANCE OF TREES IN SPECIFIC PARKS
- Recommendation:** That City Council authorize the use of Tree Planting Trust Fund monies to purchase trees to be planted and maintained within specific parks, to be determined by Geosyntec Consultants, Inc. in conjunction with the Parks and Recreation Department not to exceed \$150,000.00. Further, that such authorization includes hiring of a tree service company to plant and maintain planted trees for a period of time determined necessary to establish the planted trees. Finally, that City Council authorize the Mayor to execute all contracts, related documents and take all related actions necessary to complete this project.

Sponsors: Grover C. Robinson, IV

Attachments: [Listing of Park Locations and Quantities of Trees to be Replaced](#)

18. [21-00621](#) SAENGER THEATRE - SHUTTERED VENUE OPERATIONS GRANT, GRANT NO. SBAHQ21SV001961
- Recommendation:** That City Council ratify the acceptance of the Shuttered Venue Operations ("SVO") Grant SBAHQ21SV001961 in the amount of \$662,016.15 to help offset lost revenue at the Saenger Theatre as a result of the COVID-19 Public Health Emergency. Further, That City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [SVO Grant Award](#)

19. [2021-53](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-53 - APPROPRIATING FUNDING IN RELATION TO THE SAENGER THEATRE - SHUTTERED VENUE OPERATIONS GRANT, GRANT NO. SBAHQ21SV001961

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2021-53.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2021-53](#)
[Supplemental Budget Explanation No. 2021-53](#)

20. [21-00585](#) FY21 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DRUG ENFORCEMENT ADMINISTRATION (DEA) FEDERAL GRANT AWARD #G21C0007A

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the FY21 High Intensity Drug Trafficking Area (HIDTA) between the Santa Rosa County Sheriff's Office (SRCSO) being the fiscal agent on behalf of the Gulf Coast High Intensity Drug Trafficking Area for the Drug Enforcement Administration in the amount of \$27,316. Further, that City Council ratify the Mayor's action taken relating to the finalization of the grant. Further, that City Council authorize the Mayor to take all actions necessary to finalize the grant. Finally, that City Council approve a supplemental budget resolution appropriating the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [Pensacola Police Department Officer Letter for MOA](#)
[Sub-grantee Memorandum of Agreement - Santa Rosa County Sher](#)
[Supplemental Budget Resolution No. 2021-45](#)
[Supplemental Budget Explanation No. 2021-45](#)

21. [2021-45](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-45 - APPROPRIATING FUNDING IN CONNECTION WITH THE FY21 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DRUG ENFORCEMENT ADMINISTRATION (DEA) FEDERAL GRANT AWARD #G21GC0007A

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2021-45.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2021-45](#)
[Supplemental Budget Explanation No. 2021-45](#)

22. [21-00584](#) AIRPORT - STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION AMENDMENT TO THE PUBLIC
TRANSPORTATION AGREEMENT NO. 441494-2-94-01
- Recommendation:* That City Council authorize the Mayor to accept and execute the State
of Florida Department of Transportation Amendment to the Public
Transportation Grant Agreement Financial Project No. 441494-2-94-01
in the amount of \$1,000,000 for Pensacola International Airport
Facilities Development related to the MRO expansion. Further, that
City Council approve the grant resolution and authorize the Mayor or
his designee to take all actions necessary related to the finalization of
the grant amendment.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Resolution 2021-46](#)
[State of Florida Department of Transportation Amendment to the Pul](#)
23. [2021-46](#) RESOLUTION NO. 2021-46 - STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION AMENDMENT TO THE PUBLIC
TRANSPORTATION AGREEMENT NO. 441494-2-94-01
- Recommendation:* That City Council adopt Resolution No. 2021-46.
- A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF
PENSACOLA TO EXECUTE AN AMENDMENT TO PUBLIC
TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT
No. 441494-2-94-01 WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION FOR FACILITIES DEVELOPMENT AT THE
PENSACOLA INTERNATIONAL AIRPORT AIR COMMERCE PARK;
PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Resolution No. 2021-46](#)
[State of Florida Department of Transportation Amendment to the Pul](#)

24. [21-00678](#) BRUCE BEACH STORMWATER SOURCE TRACKING AND WEEKLY MONITORING OF PUBLICLY ACCESSIBLE AREAS.
- Recommendation:** That City Council enter into an agreement with UWF and the Center for Environmental Diagnostics and Bioremediation to conduct Bruce Beach Stormwater Source Tracking and Weekly Monitoring of publicly accessible areas where the public might encounter human pathogens. Further that City Council approve a Supplemental Budget Resolution funding these projects.
- Sponsors:** Ann Hill
- Attachments:** [Bruce Beach Stormwater Source Tracking & Weekly Monitoring of P](#)
[Supplemental Budget Resolution No. 2021-60](#)
[Supplemental Budget Explanation No. 2021-60](#)
25. [2021-60](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-60 - APPROPRIATING FUNDING FOR BRUCE BEACH STORMWATER SOURCE TRACKING AND WEEKLY MONITORING.
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2021-60:
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATES FOR THE FISCAL YEAR ENDING SEPTEMBER 20, 2021; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Ann Hill
- Attachments:** [Supplemental Budget Resolution No. 2021-60](#)
[Supplemental Budget Explanation No. 2021-60](#)
26. [21-00651](#) FLORIDA'S TERRITORIAL BICENTENNIAL EVENTS - LEGISLATIVE APPROPRIATION GRANT NO. 22.C.PSS.900.853
- Recommendation:** That City Council authorize the Mayor to accept and execute the Florida Department of State (DOS) General Program Support ("GPS") Grant 22.c.ps.900.853 in the amount of \$50,000 to help reimburse expenditures incurred as part of the Florida's Territorial Bicentennial events between July 1, 2021, and June 30, 2022. Further, that City Council authorize the Mayor to take all actions necessary to execute the grant. Finally, that City Council adopt a supplemental budget resolution to appropriate the grant funds.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [GPS Grant Award Agreement](#)
[Supplemental Budget Resolution](#)
[Supplemental Budget Explanation](#)

27. [2021-59](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-59 -
 APPROPRIATING FUNDING IN RELATION TO THE FLORIDA'S
 TERRITORIAL BICENTENNIAL EVENTS - LEGISLATIVE
 APPROPRIATION GRANT NO. 22.C.PS.900.853

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2021-59.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS
AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING
SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE
DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2021-59.pdf](#)
 [Supplemental Budget Explanation No. 2021-59.pdf](#)

28. [2021-49](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-49 -
 APPROPRIATING FUNDING IN RELATION TO THE AMERICAN
 RESCUE PLAN ACT (ARPA) FOR (1) STORMWATER AND SEWER
 ABATEMENT AND (2) CITIZEN ASSISTANCE

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2021-36.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS
AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING
SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE
DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2021-49](#)
 [Supplemental Budget Explanation No. 2021-49](#)

29. [2021-44](#) RESOLUTION NO. 2021-44 - FLORIDA DEPARTMENT OF
 TRANSPORTATION GRANT (FDOT) #435717-7 - CHANGING
 PROJECT TITLE, SCOPE, AND DELIVERABLES

Recommendation: That City Council adopt Resolution No. 2021-44.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF
PENSACOLA TO COORDINATE WITH THE FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE
PROJECT TITLE, SCOPE, AND DELIVERABLES FOR FDOT GRANT
#435717-7; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Resolution No. 2021-44](#)

30. [2021-54](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-54 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT
- Recommendation:* That the City Council adopt Supplemental Budget Resolution No. 2021-54.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Supplemental Budget Resolution No. 2021-54](#)
 [Supplemental Budget Explanation No. 2021-54](#)
 [Letter of Certification](#)
 [CDAC Behavioral Healthcare, Inc. LETF Application](#)
31. [2021-56](#) RESOLUTION NO. 2021-56 - NATURAL GAS SUPPLY CONTRACT WITH BLACK BELT ENERGY GAS DISTRICT
- Recommendation:* That the City Council adopt Resolution No. 2021-56:
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AUTHORIZING THE PURCHASE OF NATURAL GAS FROM THE BLACK BELT ENERGY GAS DISTRICT; APPROVING THE EXECUTION AND DELIVERY OF A GAS SUPPLY CONTRACT AND OTHER DOCUMENTS RELATING TO SAID PURCHASE; CONSENTING TO THE ASSIGNMENT OF CERTAIN OBLIGATIONS UNDER THE GAS SUPPLY CONTRACT IN CONNECTION WITH THE ISSUANCE OF BONDS BY THE BLACK BELT ENERGY GAS DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Resolution No. 2021-56](#)
 [Exhibit A - Black Belt Gas Supply Agreement](#)

32. [2021-57](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-57 -
APPROPRIATING FUNDING FOR THE SKATEBOARD PARK
- Recommendation:* That City Council adopt Supplemental Budget Resolution No. 2021-57.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Supplemental Budget Resolution No. 2021-57](#)
[Supplemental Budget Explanation No. 2021-57](#)
33. [28-21](#) PROPOSED ORDINANCE NO. 28-21 AMENDMENT TO CITY CODE
SECTION 4-3-97 - SANITATION COLLECTION FEE AND EQUIPMENT
SURCHARGE
- Recommendation:* That City Council approve Proposed Ordinance No. 28-21 on first
reading:
- AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF
THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE
IN SANITATION COLLECTION FEES AND THE SANITATION
EQUIPMENT SURCHARGE; PROVIDING FOR A PREMIUM
SERVICE FEE; PROVIDING FOR SEVERABILITY; REPEALING
CLAUSE AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 28-21](#)
34. [33-21](#) PROPOSED ORDINANCE NO. 33-21 - AMENDING SECTION 6-2-3 -
DUTIES [PARKS AND RECREATION BOARD] OF THE CITY CODE.
- Recommendation:* That City Council approve Proposed Ordinance No. 33-21 on first
reading:
- AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF
THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION
BOARD -- DUTIES; PROVIDING FOR SEVERABILITY; REPEALING
CLAUSE; AND PROVIDING AN EFFECTIVE DATE
- Sponsors:* Ann Hill
- Attachments:* [Proposed Ord. 33-21 -- Amendment to Sec. 6-2-3 Duties final \(001\)](#)
[June 17, 2021 Parks and Recreation Board Minutes](#)

35. [34-21](#) PROPOSED ORDINANCE NO. 34-21 - ELIMINATING PERMIT REQUIREMENTS FOR ADULT ENTERTAINMENT ESTABLISHMENT EMPLOYEES.

Recommendation: That City Council approve Proposed Ordinance No. 34-21 on first reading.

AN ORDINANCE AMENDING SECTIONS 7-3-23 AND 7-3-119 AND REPEALING SECTION 7-3-45 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ELIMINATING PERMIT REQUIREMENTS FOR ADULT ENTERTAINMENT EMPLOYEES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 34-21](#)

36. [31-21](#) PROPOSED ORDINANCE NO. 31-21 - REQUEST FOR VOLUNTARY ANNEXATION - AMR PENSACOLA, INC.

Recommendation: That City Council adopt Proposed Ordinance No. 31-21 on second reading.

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

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 31-21.doc](#)
 [Exhibit A - Map of Annexation Area](#)

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

37. [21-00594](#) TURNING CITY OWNED STORMWATER PONDS INTO GREEN SPACES AND/OR MAKING THEM AESTHETICALLY PLEASING SO AS NOT TO HAVE A NEGATIVE IMPACT ON BUSINESSES AND NEIGHBORHOODS.

Sponsors: Sherri Myers

Attachments: [HANDOUT PHOTOS](#)
 [HANDOUT WET RETENTION PONDS vs DRY](#)

38. [21-00595](#) MAINTENANCE OF THE COMMUNITY MARITIME PARK
- Sponsors:** Sherri Myers
- Attachments:** [2019 Breakdown - Stadium vs Other 19 and 20](#)
39. [21-00650](#) PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE -
 REQUESTED BY LAMAR ADVERTISING
- Recommendation:** That City Council discuss a proposed amendment to the Land
 Development Code requested by Lamar Advertising
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [City Message Center - Ordinance Draft 5.17.21](#)
40. [21-00667](#) PALAFOX PIER BREAKWATER
- Recommendation:** That City Council conduct a discussion on the Palafox Pier Breakwater.
- Sponsors:** Grover C. Robinson, IV

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 #: 21-00647

City Council

8/12/2021

PRESENTATION ITEM

FROM: City Council President Jared Moore

SUBJECT:

PRESENTATION FROM TORI BENNETT AND HOWARD REDDY FROM THE UNIVERSITY OF WEST FLORIDA REGARDING THE PENSACOLA PLEDGE SCHOLARSHIP.

REQUEST:

That City Council receive a presentation from Tori Bennett and Howard Reddy of UWF, regarding the Pensacola Pledge Scholarship.

SUMMARY:

Established in 2012 by Quint and Rishy Studer and inspired by the Kalamazoo Promise, the ultimate goal of the Pensacola Pledge Scholarship Program is to grow and retain top talent in our local communities to build a better and stronger Pensacola.

The scholarship is open to Local High School Seniors to attend either UWF or PSC as a Pensacola Pledge Scholar. Along with meeting academic requirements, the scholars are also expected to mentor K-12 students.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Pensacola Pledge Scholarship Presentation

PRESENTATION: Yes



UNIVERSITY *of*
WEST FLORIDA

Pensacola Pledge Scholars

**BUILDING A BETTER,
STRONGER PENSACOLA.**



UNIVERSITY *of*
WEST FLORIDA

Established in 2012 by Quint and Rishy Studer and inspired by the Kalamazoo Promise, the ultimate goal of the Pensacola Pledge Scholarship Program is to grow and retain top talent in our local communities to build a better and stronger Pensacola.

- Local High School Seniors can apply and attend either UWF or PSC as a Pensacola Pledge Scholar.
- Along with meeting academic requirements, the scholars are also expected to mentor K-12 students.





UNIVERSITY *of*
WEST FLORIDA

OUR SUCCESS

97%

of Pensacola Pledge alumni stay in Escambia and Santa Rosa counties after graduating from UWF or PSC.

100%

of Pensacola Pledge alumni surveyed said the program helped them attain professional, personal or educational goals.

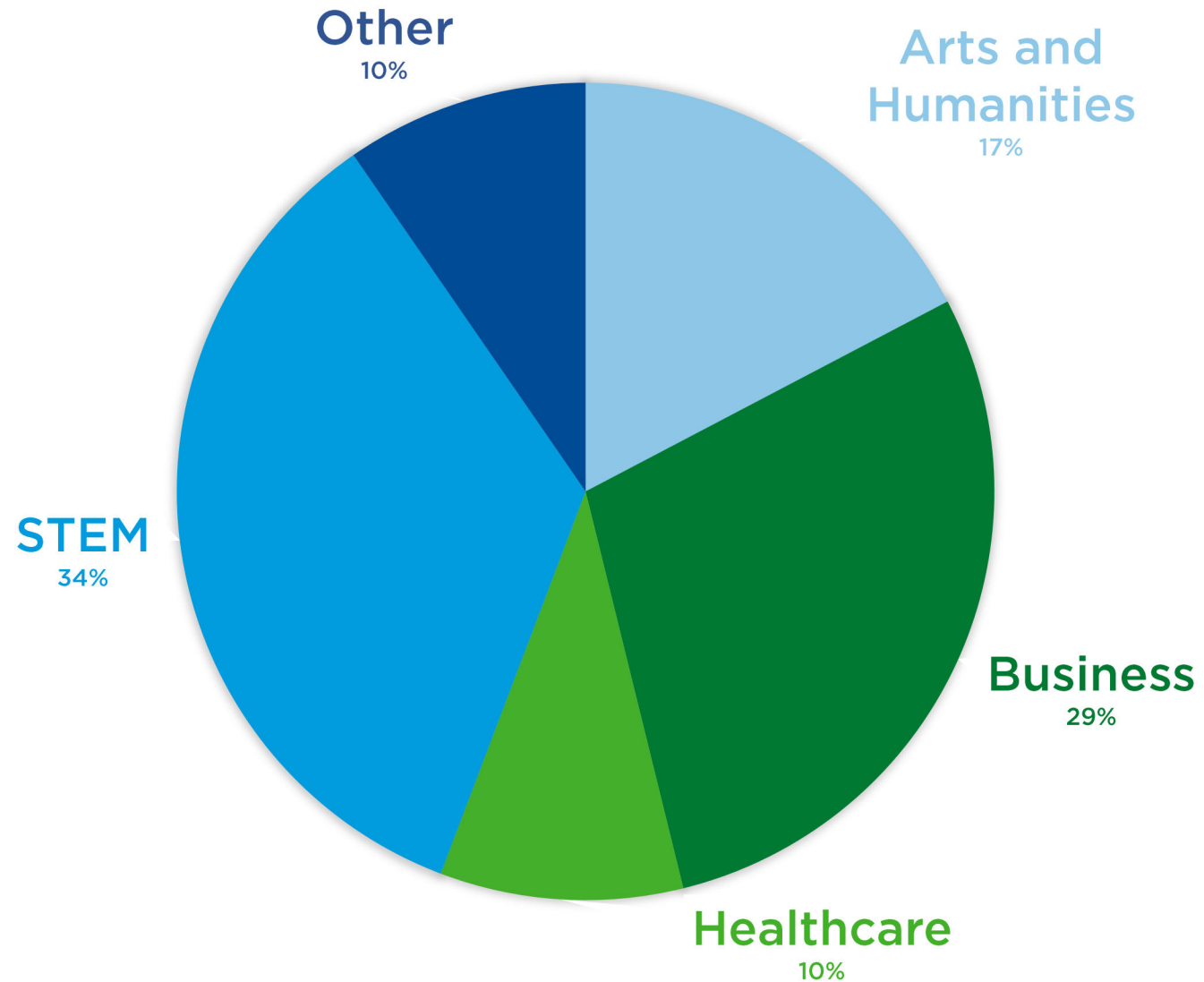
91%

of current Pensacola Pledge scholars surveyed say they plan to stay in the Northwest Florida region.



UNIVERSITY *of*
WEST FLORIDA

Pensacola Pledge Student Majors





UNIVERSITY *of*
WEST FLORIDA

PENSACOLA PLEDGE ALUMNI ENRICH THE TALENT OF OUR LOCAL WORKFORCE. THEIR EMPLOYERS INCLUDE:

- Ascend Performance Materials
- Navy Federal Credit Union
- City of Pensacola
- Baptist Health Care
- University of West Florida
- Lockheed Martin Corporation
- Keep Pensacola Beautiful
- Florida Department of
Environmental Protection



UNIVERSITY *of*
WEST FLORIDA

HEAR WHAT OUR STUDENTS ARE SAYING:

“This program helps the future of Pensacola. I honestly want to stay in the area more all because of the university I’m attending and the many opportunities I’ve received here.”

“This program provides students with an opportunity like none other—to be a shining light in another person’s life. You can’t buy that type of experience. People need to know that this scholarship program grows the average college student into a contributing citizen of their city and country.”

“I KNOW my life would be WAY different had I not received this award. I am one of ten children and there was no way that my parents or I would be able to afford college. This scholarship has changed my life.”



UNIVERSITY *of*
WEST FLORIDA

OUR NEED

70%

of UWF students require some form of financial assistance.

39%

of UWF students are Pell-grant eligible and come from a home with an annual income of less than \$35,000.

26%

of UWF students come from Escambia County.
70% of UWF students come from our 8 county service area.



UNIVERSITY *of*
WEST FLORIDA

JOIN US IN BUILDING A BETTER, STRONGER PENSACOLA

We now need community members to step up and support the Pensacola Pledge Scholarship and continue this vital program for our local high school graduates. Pensacola Pledge founders, Quint and Rishy Studer are offering a **1:1 match for every dollar donated to the program up to \$250,000.**

By investing in this scholarship program, supporters are investing in the growth of Pensacola and future generations.

Pensacola Pledge Scholars become invested in the future of our community by mentoring, and through this program, we keep and retain our talent at home.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00671

City Council

8/12/2021

PRESENTATION ITEM

FROM: City Council Vice President Ann Hill

SUBJECT:

PRESENTATION: HERE COMES THE RAIN AGAIN - WATER QUALITY CONDITIONS IN THE BRUCE BEACH AREA.

REQUEST:

That City Council receive a presentation from Barbara Albrecht, Director, Panhandle Watershed Alliance.

SUMMARY:

This presentation from Barbara Albrecht will give City Council an overview of Water Quality Conditions in the Bruch Beach Area.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00648

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENT OF MEMBERS TO THE CHARTER REVIEW COMMISSION

RECOMMENDATION:

That City Council, in accordance with City Charter Section 8.01(b) and through joint agreement between the Mayor and City Council, appoint seven (7) members, one coming from each of the seven Council Districts, and (2) appointees from the Mayor for a total of nine (9) appointees to the Charter Review Commission.

HEARING REQUIRED: No Hearing Required

SUMMARY:

During the month of January 2022 and every ten (10) years thereafter, there shall be established a Charter Review Commission (CRC); provided however that the City Council shall have the power to establish a CRC more often in the event it so chooses.

Section 8.01 (b) and (d) of the City Charter provides the Composition of the CRC stating:

Every ten (10) years, the Mayor and City Council shall appoint nine members to the CRC. The CRC shall be composed of nine members. No members of the CRC shall be elected officials. Each member of the CRC shall be a City resident and elector. Vacancies shall be filled within 30-days in the same manner as the original appointments.

...The members of the CRC shall receive no compensation.

At the May 24, 2021 City Council workshop, the City Council and Mayor agreed, through consensus, that arriving at the nine (9) member Charter requirement would be achieved by each Council Member appointing a member of from their district (7) for equal district representation and that the Mayor would appoint two (2) members.

The following individuals are submitted for appointment to the Charter Review Commission:

District 1 - Antonio Bruni

District 2 - Samuel Horton Sr.
District 3 - Thomas Williams
District 4 -- PENDING
District 5 - David Alexander III
District 6 - Lester Smith
District 7 -- PENDING
Mayor -- PENDING
Mayor -- PENDING

PRIOR ACTION:

May 24, 2021 - City Council Workshop discussed the composition of the Charter Review Commission and agreed, through consensus, to each Council Member appointing one person from each Council District (7) and the Mayor appointing two (2) members for a total of nine (9) as prescribed by Section 8.01(b) of the City Charter

FUNDING:

N/A

FINANCIAL IMPACT:

Per Sec. 8.01 (e) Expenses - City Charter; Expenses of the CRC shall be verified by a majority vote of the CRC and forwarded to the Mayor for payment from the general fund of the City. The City may accept funds, grants, gifts and services for the CRC from the State, the County, and the government of the United States or other sources, public and private.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Application of Interest - Antonio Bruni - Dist 1
- 2) Application of Interest - Samuel Horton Sr - Dist 2
- 3) Resume - Samuel Horton Sr.
- 4) Application of Interest - Thomas Williams - Dist 3
- 5) Resume - Thomas Williams
- 6) Application of Interest - David Alexander III - District 5
- 7) Application of Interest - Lester Smith - Dist 6

PRESENTATION: No

From: noreply@civicplus.com
Sent: Thursday, July 22, 2021 3:32 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	Antonio Bruni
------	---------------

Home Address	5725 ADELYN RD
--------------	----------------

Business Address	501 Brent Lane
------------------	----------------

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

Preferred Contact Phone Number(s)	8507236163
-----------------------------------	------------

Email Address	antonio_bruni@hotmail.com
---------------	--

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

(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	1
-------------------------	---

If yes, how long have you been a City resident?	17 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Charter Review
Please list the reasons for your interest in this position:	I have a professional history in statute review and interpretation. I look forward to assisting with reviewing and making improvements, if necessary, to the City Charter. My interest is to make this city as attractive as possible for my children in 20 years.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Pensacola Parks and Recreation Board
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 <i>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.</i>	
Gender	Male
Race	Hispanic-American
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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

From: noreply@civicplus.com
Sent: Tuesday, August 3, 2021 1:05 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	Samuel Horton, Sr.
------	--------------------

Home Address	1020 Palisades Rd
--------------	-------------------

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

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

Preferred Contact Phone Number(s)	18502913765
-----------------------------------	-------------

Email Address	shorton@bellsouth.net
---------------	--

Upload Resume (optional)	SAH Fire-Pension.docx
--------------------------	---------------------------------------

(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	2
-------------------------	---

If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	City Charter Review
Please list the reasons for your interest in this position:	I served on the last City Charter Commission
Do you currently serve on a board?	Yes
If yes, which board(s)?	Firfighter Pension Board
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?	No
(Section Break)	
Diversity <i>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.</i>	
Gender	Male
Race	African-American
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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

Samuel A. Horton

1020 Palisade Road

Pensacola, FL 32504

Cell 850 291-3765 sh-associates.llc@att.net

Forty years of increasing responsibility and varied decision-making experience with proficiency in managing complex demands and pressured situations, retired from Federal Civil Service. I have a long track record meeting objectives and accountability supported by extensive managerial training.

KEY SKILLS

☐ Coordinating ☐ Planning ☐ Analyzing ☐ Decision-Making

EXPERIENCE:

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

PROFESSIONAL TRAINING:

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

From: noreply@civicplus.com
Sent: Wednesday, July 28, 2021 12:09 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	Thomas Williams
Home Address	673 Connell Dr. Pensacola, FL 32503
Business Address	Office of State Attorney, 190 W. Government St. Pensacola FL, 32502
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	18502939980
Email Address	twilliams@osa1.org
Upload Resume (optional)	resume.docx

(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	3
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	City Charter Review Board
Please list the reasons for your interest in this position:	As a resident of the city of Pensacola and local attorney, I have a vested interest in the form and function of the City Government. I believe that my work as an Asst. State Attorney prosecuting white collar and public corruption crimes would bring a unique perspective to Board as well.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A
(Section Break)	
Diversity <i>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.</i>	
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.](#)

Thomas Hood Williams

673 Connell Drive, Pensacola, Florida 32503
(850) 293-9980 / twilliams@osa1.org

Education **Juris Doctorate** 2009
Florida Coastal School of Law, Jacksonville, Florida

Bachelor's Degree, Political Science 2006
University of West Florida, Pensacola, Florida

Admissions

Admitted to Florida Bar September 2009, Member in Good Standing

Professional Experience

Office of State Attorney, 1st Judicial Circuit Pensacola, Florida
Special Prosecution/Major Crimes June, 2012 – present
Felony Prosecution February, 2010 – May, 2012
Misdemeanor Prosecution August, 2009 – January 2010

Duties

My duties include the prosecution and investigation of financial, violent and drug crimes. I have experience prosecuting complicated and large scale criminal cases as well as directing and supplementing investigations of criminal cases. In each of these areas I have prosecuted cases which involve multiple Co-Defendants, multiple State and Federal Agencies and Regional Task Forces. I have served as lead counsel on over fifty jury trials and co-counsel on many others. I have presented cases for indictment and on-going investigations to Grand Juries. I currently prosecute cases across the four counties of the First Judicial Circuit, as well as an Executive Assignment from the Governor of Florida.

I am currently the lead prosecutor of the Economic Crimes/Fraud Division for the First Judicial Circuit of Florida. My duties in this position include trial prosecution, acting as a liaison between the State Attorney's Office and multiple law enforcement agencies and community organizations, as well as managing and directing an internal staff of five persons (one Asst. State Attorney, one sworn law enforcement Investigator, two Paralegals, and one Legal Assistant). In this area, I have gained particular experience directing large scale investigations from their onset, as these cases are generally investigated by our office, rather than an outside law enforcement agency. I have successfully prosecuted cases charged under the Florida RICO Act, Aggravated White Collar Crime, Money Laundering, Organized Fraud, Insurance Fraud, Arson and Theft statutes.

Thomas Hood Williams

673 Connell Drive, Pensacola, Florida 32503
(850) 293-9980 / twilliams@osa1.org

My violent crimes experience includes firearms/weapons crimes charged as Attempted Murder, Aggravated Battery, Aggravated Assault, Possession of a Firearm, Dealing in Stolen Firearms, Tampering with Witnesses and Extortion statutes. I have taken several violent cases to trial which resulted in life sentences. I have gained experience working under significant pressure as well as relating to and working with Witnesses who have undergone traumatic events and come from diverse backgrounds.

My drug crimes experience includes crimes charged as Trafficking, Homicide by Delivery of Controlled Substances (Heroin), Sale, Manufacture, Delivery and Possession of Controlled Substances. Specifically, I took to trial the first two Homicide by Delivery of Heroin cases in the history of the First Judicial Circuit. These both resulted in convictions and life sentences. I have worked on several Title III Wiretap cases and served as lead counsel for the State in each. These types of cases have allowed me to work closely with the multiple law enforcement agencies. As these cases typically involve multiple Co-Defendants, they have allowed me to work closely with multiple opposing counsels and adapt to diverse defense strategies within a single case.

Selected Prosecutions

State of Florida v. William Elliott, 18-CF-998

The Defendant was a Florida and Alabama Attorney who was charged with Organized Fraud for his participation in a fraudulent check scheme. He used his firm's operating account to deposit a fraudulent U.S. Treasury check for over \$200,000 and immediately wire \$100,000 in funds to himself at a separate bank. The Defendant was convicted at trial and was sentenced to two years in state prison followed by eight years of probation.

State of Florida v. Marcus May, 17-CF-3312

The Defendant was charged with Racketeering and Organized Fraud for his involvement in a statewide scheme in which he stole millions of dollars in public funds from charter schools. Trial last one month, included over 100 witnesses and resulted in convictions as charged. The Defendant was sentenced to twenty years in state prison.

State of Florida v. Alfred Hayes, 16-CF-2316

The Defendant was charged with Conspiracy to Traffic in Heroin and Methamphetamine as the result of a multi-week wiretap and execution of search warrants at multiple locations. Nine co-Defendants were convicted and each

Thomas Hood Williams

673 Connell Drive, Pensacola, Florida 32503
(850) 293-9980 / twilliams@osa1.org

received substantial state prison sentences. This Defendant was sentenced to twenty years in state prison.

State of Florida v. Marcus Jackson, 17-CF-3523

State of Florida v. James Mitchell, 15-CF-3201

The Defendants were charged with Homicide by Delivery of Heroin as the result of investigations in the source of supply for two separate fatal overdoses. Both were convicted at their trials and received life sentences. These were the first two prosecutions under this statute in the history of the First Judicial Circuit of Florida.

State of Florida v. Joseph Graves, 14-CF-1959

The Defendant was a Florida Dept. of Law Enforcement chemist who was charged with multiple counts of Trafficking in Opioids that he was trusted with testing in criminal cases. This was a statewide investigation involving multiple law enforcement agencies. The Defendant was sentenced to 15 years in state prison.

Community and Professional Associations

Grievance Committee, First Judicial Circuit

2021 to present

Unlicensed Practice of Law Committee, First Judicial Circuit,

2018 to present

Law Academy Advisory Committee, Escambia County School Dist.,

2015 to present

Warrington Middle School Career Fair, Presenter,

2015 -2017

Florida Advisory Committee of Arson Prevention, Guest Speaker,

2015

Pensacola Inns of Court, Junior

2011-2012, 2013-2014, 2020-2021

Pensacola Miracle League, Mentor

2013 – 2015

Big Brothers Big Sisters of Jacksonville, FL, Big Brother

2007 -2009

Thomas Hood Williams

673 Connell Drive, Pensacola, Florida 32503
(850) 293-9980 / twilliams@osa1.org

References

Hon. Jan Shackleford

Circuit Judge
First Judicial Circuit
190 Government Center
Pensacola, FL 32501
850-595-4453

Hon. Edward Nickinson

Senior Circuit Judge
First Judicial Circuit
190 Government Center
Pensacola, FL 32501
850-595-4439

Russell Edgar

Assistant State Attorney (Retired)
Pensacola, FL 32501
850-361-7424

Edward Fleming

Partner, McDonald, Fleming & Moorehead
719 S. Palafox St.
Pensacola, FL 32501
850-477-0660

From: noreply@civicplus.com
Sent: Tuesday, August 3, 2021 11:35 AM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name	David Alexander III
------	---------------------

Home Address	1325 E. Cross Street
--------------	----------------------

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

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

Preferred Contact Phone Number(s)	8505252384
-----------------------------------	------------

Email Address	alexanderiidi@gmail.com
---------------	--

Upload Resume (optional)	Adjunct Instructor Resume.rtf.zip
--------------------------	---

(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	5
-------------------------	---

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:	Charter Review Commission
Please list the reasons for your interest in this position:	Provide input from city residence into the process to ensure integrity, accountability, and transparency.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A
(Section Break)	
Diversity <i>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.</i>	
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.](#)

From: noreply@civicplus.com
Sent: Wednesday, July 21, 2021 1:34 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	lester a smith
------	----------------

Home Address	517 west strong st
--------------	--------------------

Business Address	na
------------------	----

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

Preferred Contact Phone Number(s)	18502326137
-----------------------------------	-------------

Email Address	lesters1947@gmail.com
---------------	--

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

(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	6
-------------------------	---

If yes, how long have you been a City resident?	PENSACOLA
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Charter Review commission
Please list the reasons for your interest in this position:	my interest in helping to make the city of pensacola a better placec to live
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A
(Section Break)	
Diversity <i>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.</i>	
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 #: 21-00555

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENTS - FIRE PREVENTION BOARD OF APPEALS

RECOMMENDATION:

That City Council appoint one individual to the Fire Prevention Board of Appeals for a term of three years expiring August 31, 2024.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This board was established by Council ordinance as a board of appeals to review grievances regarding the decisions of the Fire Marshal.

The following is an incumbent that wishes to be considered for reappointment:

Nominee

Michael Ritz

Nominated by

Incumbent

PRIOR ACTION:

Council makes appointments to this board annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Application of Interest - Michael Ritz
- 3) Ballot

PRESENTATION: No

Fire Prevention Board of Appeals

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Barber, Ian	Member	Council	0	2021	8/31/2023	1/17/2019	3	
Flournoy-Jones, Alyce	Cert. Interior Designer	Council	0	2021	8/31/2022	1/17/2019	3	
Larson, Jay	building construction	Council	6	2021	8/31/2022	9/9/2004	3	
Lee, James	Insurance Agent	Council	9	2021	8/31/2021	8/23/1990	3	
Martin, Jeff	Security Equipment/Altern	Council	0	2021	8/31/2023	1/17/2019	3	
Ritz, Michael	Construction	Council	0	2021	8/31/2021	1/17/2019	3	
VACANT, VACANT	Alternate Member		0	2021	8/31/2020	8/14/2008	3	

Term Length: THREE YEAR TERMS

COMPOSED OF FIVE MEMBERS AND TWO ALTERNATE MEMBERS APPOINTED BY COUNCIL. MEMBERS SHALL HAVE EXPERTISE IN BUILDING CONSTRUCTION AND FIRE SAFETY STANDARDS. NO MORE THAN ONE OF SAID MEMBERS OR THEIR ALTERNATES SHALL BE ENGAGED IN THE SAME BUSINESS, PROFESSION, OR LINE OF ENDEAVOR. NO RESIDENCY REQUIREMENTS. (ORD. #40-90)

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, July 7, 2021 12:05 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	Michael F. Ritz
Home Address	1415 E. La Rua St. Pensacola, FL 32501
Business Address	1010 N 12th Ave., Suite 201
To which address do you prefer we send correspondence regarding this application?	Field not completed.
Preferred Contact Phone Number(s)	8504385416
Email Address	michael.ritz@gcbc.biz
Upload Resume (optional)	Field not completed.

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? Pensacola, FL 32501

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: City of Pensacola Fire Prevention Board

Please list the reasons for your interest in this position: I enjoy helping the City and its Citizens

Do you currently serve on a board? Yes

If yes, which board(s)? City of Pensacola Fire Prevention Board

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

Ballot – Fire Prevention Board of Appeals

August 12, 2021

Three year term expiring August 31, 2024

Member

_____ Michael Ritz

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00625

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

APPOINTMENT TO THE FIREFIGHTERS' RELIEF AND PENSION PLAN

RECOMMENDATION:

That City Council ratify the appointment of Charles E. Good, Jr. as the fifth member trustee for the Firefighters' Relief and Pension Plan filling an unexpired term, expiring on December 31, 2022.

HEARING REQUIRED: No Hearing Required

SUMMARY:

At the meeting on July 14, 2021, the Firefighters' Relief and Pension Plan Board of Trustees elected Charles E. Good, Jr. as the fifth member of the board filling the unexpired term of Rodney Randle, expiring on December 31, 2022.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/15/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Director of Finance/Plan Administrator

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00663

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENT - ARCHITECTURAL REVIEW BOARD

RECOMMENDATION:

That City Council appoint a Planning Board member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District to fill an unexpired term ending September 30, 2021.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation districts and Governmental Center District.

The following has been nominated:

<u>Nominee</u>	<u>Nominated by</u>
Lou Mitchell Courtney	Hill

PRIOR ACTION:

City Council makes appointments to this board annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Nomination Form - Lou Mitchell Courtney
- 3) Application of Interest - Lou Mitchell Courtney
- 4) Ballot

PRESENTATION: No

Architectural Review Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
,			0	2021			0	
Fogarty, Anna	Design/Rep UWFHT	Council	1	2021	9/30/2022	9/13/2018	2	
Mead, II, George R.	Resident-North Hill	Council	3	2021	9/30/2021	9/26/2013	2	
Ramos, Yuri L.	Architect	Council	0	2021	9/30/2022	9/10/2020	2	
Salter, Derek	Arch. Rep.UWFHT	Council	1	2021	9/30/2022	9/13/2018	2	
Spencer, Brian	Business Owner-PHBD	Council	0	2021	9/30/2021	9/10/2020	2	
Villegas, Bianca	Resident-North Hill	Council	0	2021	9/30/2021	9/26/2019	2	
Yee, Jordan M.	Architect	Council	0	2021	9/30/2022	9/10/2020	2	

Term Length: TWO YEAR TERMS

The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation districts and Governmental Center District.

The Architectural Review Board is composed of seven (7) members appointed by City Council: two (2) nominated by the University of West Florida Historic Trust, each of whom shall be a resident of the City of Pensacola; one (1) member from the City Planning Board or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; two (2) registered architects, each of whom shall be a resident of the City of Pensacola; one (1) member who is a resident of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; and one (1) member who is a property or business owner in the Palafox Historic Business District or the Governmental Center District.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Ann Hill, do nominate Lou Mitchell Courtney
(Nominee)

523 8th Ave N.

(Home Address)

850-490-1162

(Phone)

(Business Address)

(Phone)

loumitchell@loumitchell.com

(Email Address)

City Resident: ☒ YES ☐ NO

Property Owner within the City: ☒ YES ☐ NO

for appointment by the City Council for the position of:

PLANNING BOARD MEMBER

OR

**RESIDENT PROPERTY OWNER OF THE PENSACOLA HISTORIC DISTRICT, NORTH HILL
PRESERVATION DISTRICT OR OLD EAST HILL PRESERVATION DISTRICT**

(Unexpired term ending 9/30/2021)

Provide a brief description of nominee's qualifications:

Lou has resided in Old East Hill for 24 years and is very
interested in preserving the city's historic structures.
She has been active on Old E.H.'s architectural review
committee and on the DEH board 5 yrs. She has a BFA in design.

Ann 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, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Sunday, July 11, 2021 3:38 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	Lou Mitchell Courtney
------	-----------------------

Home Address	523 8th avenue North
--------------	----------------------

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

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

Preferred Contact Phone Number(s)	8504901162
-----------------------------------	------------

Email Address	loumitchell@loumitchell.com
---------------	--

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

(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	3
-------------------------	---

If yes, how long have you been a City resident?	27 years
---	----------

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

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

Board(s) of interest:	Architectural Review Board
-----------------------	----------------------------

Please list the reasons for your interest in this position:	I have lived in Old East Hill for 24 years and am interested in preserving Pensacola's historic structures while at the same time understanding the need to make properties 'livable' for modern life. I have been active on our architectural review committee for around 5 years and have served on the Old East Hill board for around 5 years. I am an artist with a BFA in design. My husband and I have restored our house, piece by piece, so I have a feeling not only for good design but also the basics of what it takes to change or save something, architecturally.
---	--

Do you currently serve on a board?	No
------------------------------------	----

If yes, which board(s)?	<i>Field not completed.</i>
-------------------------	-----------------------------

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

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

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

(Section Break)

Diversity

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

Gender	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 – Architectural Review Board

August 12, 2021

Unexpired term ending September 30, 2021

Planning Board Member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District

_____ Lou Mitchell Courtney

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00610

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - APPROVAL OF AMENDMENT NO. 4 TO THE NEWS AND GIFTS LEASE AND CONCESSION AGREEMENT

RECOMMENDATION:

That City Council approve Amendment No. 4 to the News and Gifts Lease and Concession Agreement between the City of Pensacola and Varona-Paradies, LLC. Further, that City Council authorize the Mayor to take all actions necessary to execute the Amendment No. 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City and Varona-Paradies entered into a News and Gifts Lease and Concession Agreement in February 2008 to provide full service news and gifts retail at Pensacola International Airport. In order to accommodate the increase in passengers at the airport, Concessionaire recently divided and renovated the pre-security location in order to provide additional retail space in the post-security concourse.

With the increase in passenger traffic and associated sales, Concessionaire desires to lease additional storage space for his inventory. Space is available in the terminal building and is acceptable to the Concessionaire. This Amendment No. 4 adds approximately 103 square feet of storage space to the Agreement at a monthly rental rate identical to that charged to the non-signatory air carriers.

PRIOR ACTION:

December 13, 2007 - City Council awarded the News and Gifts Concession to Varona-Paradies, LLC

April 28, 2009 - City executed Amendment No. 1

June 17, 2019 - City executed Amendment No. 2

October 14, 2020 - City executed Amendment No. 3

FUNDING:

N/A

FINANCIAL IMPACT:

Amendment No. 4 will add approximately \$4,672.26 in annual non-aeronautical revenue to the Airport budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

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

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) News and Gifts Lease and Concession Agreement Amendment No 4

PRESENTATION: No

NEWS AND GIFTS LEASE AND CONCESSION AGREEMENT AMENDMENT NO. 4

THIS AMENDMENT NO. 4 TO THE NEWS AND GIFTS LEASE AND CONCESSION AGREEMENT ("Amendment No. 4") is hereby made and entered into as of the _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF PENSACOLA, a Florida municipal corporation ("City") in its capacity as owner and operator of PENSACOLA INTERNATIONAL AIRPORT ("the Airport") and VARONA-PARADIES, LLC, a for-profit limited liability company authorized to do business in the State of Florida ("Lessee" or "Concessionaire") (Each at times referred to in this Amendment No. 4 individually as a "Party" and collectively as the "Parties").

WHEREAS, City is the owner and operator of the Airport; and

WHEREAS, City and Lessee entered into a Lease and Concession Agreement ("Original Agreement") dated February 29, 2008, whereby Lessee was granted the news and gifts concession at the Airport; and

WHEREAS, Amendment No. 1 to the Original Agreement dated April 28, 2009 amended the Original Agreement as a result of changes in the City's planned extension of the Airport terminal facility; and

WHEREAS, Amendment No. 2 to the Original Agreement dated June 17, 2019 amended the Original Agreement to extend the term until April 26, 2025 as a result of additional investment by Concessionaire to reconfigure the prescreening store; and

WHEREAS, Amendment No. 3 to the Original Agreement dated October 14, 2020 amended the Original Agreement to amend and restate certain provisions of the Original Agreement in exchange for an extension of the term until 11:59 pm April 26, 2030 (hereinafter, the Original Agreement and Amendment No. 1 and Amendment No. 2 and Amendment No. 3 will be referred to collectively as the "Agreement"); and

WHEREAS, City and Lessee desire to further amend the Agreement as hereinafter provided; and

WHEREAS, the City finds that it is in the best financial interests of the citizens of the City of Pensacola that this Agreement be amended as provided herein; and

WHEREAS, Article XLVII of the Original Agreement provides the parties may amend the Original Agreement in writing executed by the parties.

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

- (1) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.
- (2) Upon approval by the City of Pensacola, this Amendment No. 4 to the Original Agreement shall be effective upon date of execution.
- (3) The Original Agreement, as previously amended, is hereby amended to create Section LX, which provides:

Additional Leased Spaces.

City hereby leases to Lessee, and Lessee hereby leases from the City, approximately 102.8 square feet of space inside the Airport terminal building as located and depicted on Exhibit "A" attached hereto and incorporated herein by this reference, such leased space hereinafter referred to as the "Additional Leased Premises."

The Additional Leased Premises shall be taken by Lessee in AS IS condition, subject to all defects, latent and patent, and shall be improved, maintained and operated at Lessee's sole cost and expense. It is the express intention of the parties hereto that the Lessee's improvements, use and occupancy of the Additional Leased Premises, and all costs associated therewith, shall be and remain the financial obligation of the Lessee.

Lessee shall be required to keep all of the areas assigned to it in a neat, clean, safe, sanitary and orderly condition at all times. Lessee will keep such areas free at all times of all paper, rubbish and debris, and Lessee will deposit all trash and debris resulting from its operations in containers approved by the City.

Lessee agrees to provide, at its own expense, such janitorial and cleaning services and supplies for the maintenance of its assigned areas. Lessee shall also keep and maintain the assigned areas in a clean, neat, and sanitary condition and attractive appearance.

Lessee shall perform ordinary preventive maintenance and ordinary upkeep and non-structural repairs of all assigned areas including but not limited to fixtures, doors (except for locks and keys), floor coverings and walls (painting and wall coverings). Lessee shall be required to keep all such areas in good operating condition at all times.

Lessee shall have the duty to promptly notify the Airport Director or his or her authorized designee of any conditions or events that would necessitate maintenance, repair, or replacement obligations.

Rents and Fees.

In consideration of the rights and privileges herein granted, the Lessee hereby covenants and agrees to pay the City upon commencement of this Amendment No. 4 a monthly rental rate identical to that square foot rental rate charged to the non-signatory air carriers. The rental rate for the Additional Leased Premises shall be adjusted annually on October 1st. The City shall provide the Lessee notification of the adjusted lease rate thirty (30) days prior to the effective date of the change.

Pursuant to the above, the Parties agree the lease monthly rental rates for the fiscal year 2021 shall be as follows:

Additional Leased Premises:

<u>Time Period</u>	<u>Rate Per Sq. Ft.</u>	<u>Sq. Ft.</u>	<u>Annual</u>	<u>Monthly</u>
<u>Effective Date-</u>				
09/30/2021	\$45.45	102.8	\$4,672.26	\$389.36

Lessee agrees to pay rent due to the City, without invoice, in advance on or before the first day of the month for which rent is due. Rent for periods less than one month shall be prorated on a daily basis (365 day year). In accordance with Florida law, every person who rents or leases any real property or who grants a license to use, occupy, or enter upon any real property is exercising a taxable privilege. Lessee shall be responsible for adding the applicable state and local sales tax to all rental payments. The monthly rent payment shall clearly indicate what amount of the total payment is for rent and what amount is for state and local sales tax. In the event Lessee is a tax exempt entity, Lessee shall not be required to add applicable state and local sales tax to the rental payments.

Rent payments shall be made payable to the City of Pensacola and forwarded to the office of the Airport Director.

- (4) All other terms and conditions of the Original Agreement, as previously amended, shall remain in full force and effect.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed and sealed the day and year first above written.

CONCESSIONAIRE

CITY OF PENSACOLA, FLORIDA

VARONA-PARADIES, LLC
(Concessionaire's Name)

Mayor, Grover C. Robinson, IV

By _____
Manager

City Clerk, Ericka L. Burnett

Gregg S. Paradies
(Printed Manager's Name)

Approved as to Substance:

Attest: _____

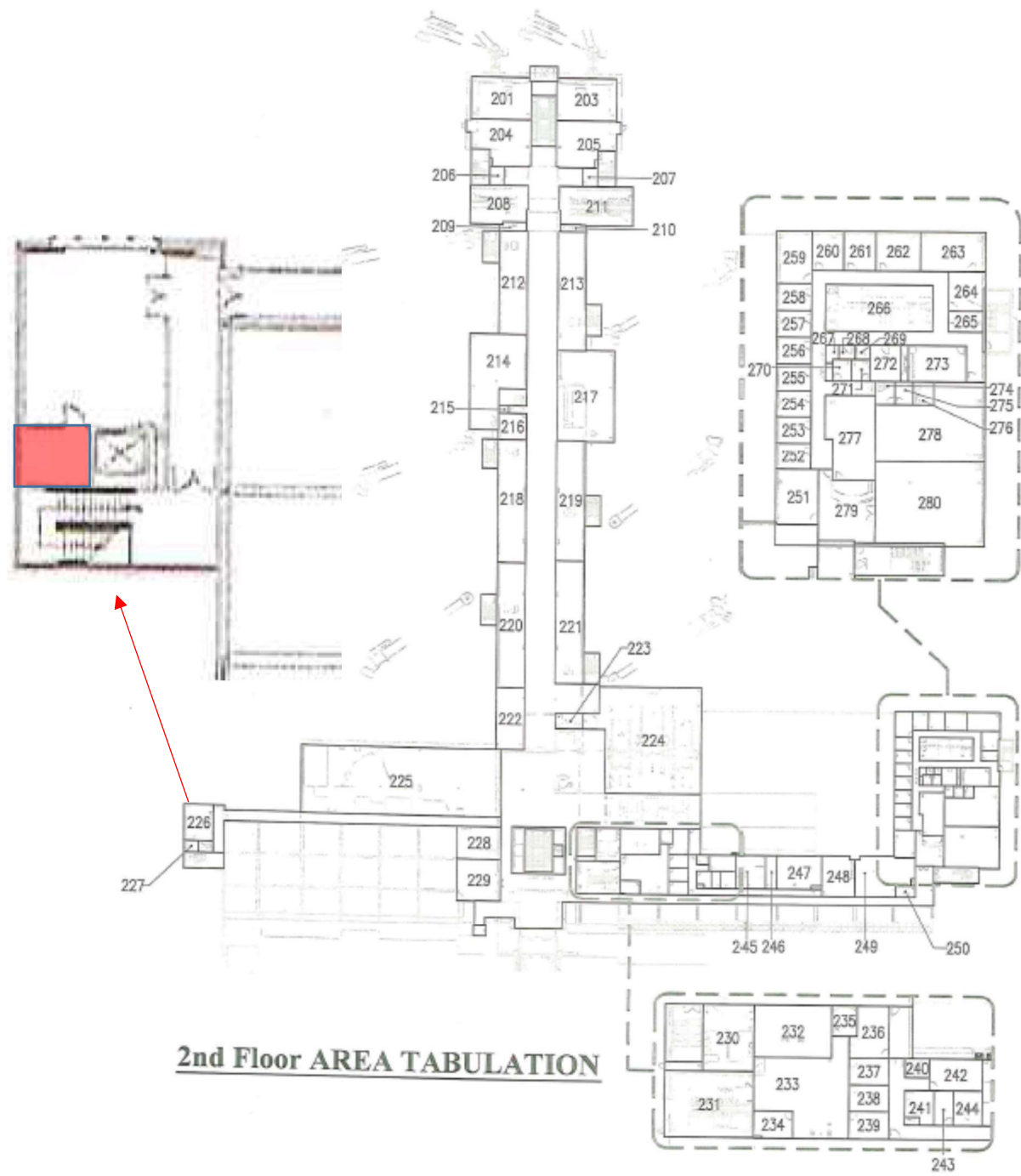
Department Director

(Printed Name)

Legal in form and execution:

City Attorney

EXHIBIT A
ADDITIONAL LEASED PREMISES





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00611

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT - ITB #21-025 PORT OF PENSACOLA BERTHS 2,3,5,6, & 7 REPAIRS

RECOMMENDATION:

That City Council award a contract for ITB #21-025 Port of Pensacola Berths 2,3,5,6, & 7 Repairs to Underwater Mechanix (UMX) of Jacksonville, Florida the lowest and most responsible bidder with a base bid of \$990,848.00 including additive alternate #1 of \$529,280.00, plus a 10% contingency of \$152,012.80, for a total of \$1,672,140.80. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 16, 2020, Hurricane Sally significantly damaged port berths 2,3,5,6 and 7 and following inspection by the port's engineer, it was determined by port staff that repairs were necessary.

This berth repair project will use cast in place concrete pedestals with arch fender units versus the existing timber cribbage system it will replace. It is engineered to be significantly more resilient to future damage from storm surges and wave action encountered during hurricanes and tropical storms. It is also more durable, corrosion resistant, and will require minimal maintenance after installation.

As this repair project is not going back to pre-storm condition of the cribbage system but will be a more robust and resilient solution, use of the FEMA 428 Public Assistance program was requested. A 428 program allows FEMA to issue a one-time lump sum payment for repairs that are agreed to by the City. Additional FEMA reimbursement is not authorized under a 428. Again, 428 project will provide the Port the most cost-effective repair of the berths and is a vast improvement in the long term for the reasons stated previously.

The additive alternate project will modify berth 7 to better accommodate barges by installing new mooring dolphins replacing 40 year old infrastructure and is made possible by using the 428 program as well.

PRIOR ACTION:

None

FUNDING:

Budget:	\$1,068,018.00	Federal FEMA 75% Funding - Natural Disaster Fund
	178,003.00	State FDEM 12.5% Funding - Natural Disaster Fund
	178,003.00	City of Pensacola 12.5% Funding - Port Fund
	<u>248,116.80</u>	Additional Port Funding
	<u>\$1,672,140.80</u>	

Actual:	\$ 990,848.00	Base Bid
	529,280.00	Additive Alternate #1
	<u>152,012.80</u>	10% Contingency
	<u>\$1,672,140.80</u>	Total

FINANCIAL IMPACT:

The City has requested that FEMA approve this project as a 428 project in which both FEMA and the City agree to a lump sum payment. FEMA has obligated a PW in the amount of \$1,424,024.00 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 Port Fund. The City of Pensacola's portion of 12.5% will be \$178,003.00 and is available in the Port Fund. The additional \$248,116.80 funding is also available in the Port Fund. Once final project costs are determined, a supplemental budget resolution will be brought to Council to appropriate any additional costs necessary.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/29/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
M. Clark Merritt, Port Director

ATTACHMENTS:

- 1) Final Bid Tabulation ITB 21-025
- 2) Vender Reference List ITB 21-025

PRESENTATION: No

TABULATION OF BIDS

BID NO: 21-025

TITLE: PORT OF PENSACOLA BERTHS 2, 3, 5, 6 & 7 REPAIRS

SUBMITTALS DUE: June 17, 2021, 2:30 P.M. DEPARTMENT: Port of Pensacola	UNDERWATER MECHANIX SERVICES Jacksonville, FL	HEWES & COMPANY, INC. Pensacola, FL	SHORELINE FOUNDATION, INC. Pembroke Park, FL	CONTINENTAL CONST. CO, INC. DBA MACNEIL CONST. CO. Memphis, TN
Base Bid	\$990,848.00	\$1,250,000.00	\$1,218,300.00	\$1,977,081.00
Additive Alternate	\$529,280.00	\$560,000.00	\$780,000.00	\$469,115.00
Total Bid (Base Bid + Alternate)	\$1,520,128.00	\$1,810,000.00	\$1,998,300.00	\$2,446,196.00
Pre-bid Attendance	Yes	Yes	Yes	Yes

TABULATION OF BIDS

BID NO: 21-025

TITLE: PORT OF PENSACOLA BERTHS 2, 3, 5, 6 & 7 REPAIRS

SUBMITTALS DUE:	ORION MARINE	CAYO, LLC	CAJUN	SOUTHERN ROAD
June 17, 2021, 2:30 P.M.	CONSTRUCTION,		INDUSTRIES,	& BRIDGE, LLC
DEPARTMENT:	INC.		LLC	
Port of Pensacola	Deer Park, TX	Fort Worth, TX	Baton Rouge, LA	Tarpon Springs, FL

Base Bid	\$2,024,250.00	\$2,188,000.00	\$2,117,106.28	\$1,773,000.00
----------	----------------	----------------	----------------	----------------

Additive Alternate	\$632,500.00	\$710,000.00	\$867,443.72	\$1,700,000.00
--------------------	--------------	--------------	--------------	----------------

Total Bid (Base Bid + Alternate)	\$2,656,750.00	\$2,898,000.00	\$2,984,550.00	\$3,473,000.00
----------------------------------	----------------	----------------	----------------	----------------

Pre-bid Attendance	Yes	Yes	Yes	Yes
--------------------	-----	-----	-----	-----

Opening Date: 07/17/21

Bid No.: 21-025

**FINAL VENDOR REFERENCE LIST
PORT OF PENSACOLA BERTHS 2, 3, 5, 6 & 7 REPAIRS
PORT**

Vendor	Name	Address	City	St	Zip Code	SMWBE
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
078635	CAJUN INDUSTRIES LLC	15635 AIRLINE HIGHWAY	BATON ROUGE	LA	70817	
075313	CAYO LLC	1400 EVERMAN PARKWAY STE 116	FORT WORTH	TX	76140	
042045	CHIVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
044571	CHRISTOPHER'S MARINE CONTRACTING	1774 SUNNY OAK STREET	GULF BREEZE	FL	32563	
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	
024722	COASTAL REEF BUILDERS INC	40 AUDUSSON AVENUE	PENSACOLA	FL	32507	Y
033926	CONTINENTAL CONSTRUCTN CO INC DBA MACNEIL CONSTRUCTION CO	5646 SHELBY OAKS DRIVE	MEMPHIS	TN	38134	
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
032692	DECKS N SUCH MARINE INC	PO BOX 327	FT WALTON BEACH	FL	32549	
030632	DEEP & WIDE DREDGING INC	PO BOX 5458	NAVARRE	FL	32566	
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	Y
081690	GULF MARINE CONSTRUCTION, INC	1232 N PACE BLVD	PENSACOLA	FL	32505	
052866	HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
002026	JACK MOORE & CO INC	P O BOX 37010	PENSACOLA	FL	32526	Y
053161	JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	Y
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVENUE SUITE 6	PENSACOLA	FL	32504	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	
039164	LOFTIS MARINE DIVISION INC	7150 CLEARWOOD ROAD	PENSACOLA	FL	32526	
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	Y
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	
001823	NWF CONTRACTORS INC	P O BOX 1718	FORT WALTON BEACH	FL	32549	
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
059148	ORION MARINE CONSTRUCTION INC	4440 HIGHWAY 225 STE 180	DEER PARK	TX	77536	
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	Y

Opening Date: 07/17/21

Bid No.: 21-025

**FINAL VENDOR REFERENCE LIST
PORT OF PENSACOLA BERTHS 2, 3, 5, 6 & 7 REPAIRS
PORT**

Vendor	Name	Address	City	St	Zip Code	SMWBE
003956	PENSA CONCRETE CONSTR CO INC	P O BOX 2787	PENSACOLA	FL	32513	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	Y
067916	PENSACOLA MARINE CONSTRUCTION INC	2207 LIBERTY LOOP ROAD	CANTONMENT	FL	32533	
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	
057937	ROPER & ROPER GEN CNTRCTRS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
026614	SHORELINE FOUNDATION INC	2781 SW 56TH AVENUE	PEMBROKE PARK	FL	33023	
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
081797	SOUTHERN ROAD & BRIDGE LLC	715 WESLEY AVENUE	TARPON SPRINGS	FL	34689	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
081798	UNDERWATER MECHANIX SERVICES	1004 EASTPORT ROAD	JACKSONVILLE	FL	32218	
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	

Vendors: 53



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00612

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT - BID #21-024 PORT OF PENSACOLA FLOATING DOCK REPLACEMENT AND REPAIRS

RECOMMENDATION:

That City Council award a contract for ITB #21-024 Port of Pensacola Floating Dock Replacement and Repairs to Gulf Marine Construction, Inc. of Pensacola, Florida, the lowest and most responsible bidder, with a base bid of \$845,112 plus a 10% contingency of \$84,511.20 for a total of \$929,623.20. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In September 2020, Hurricane Sally significantly damaged the floating dock system at the Ferry Landing which supports the ferry vessel operations. After consultation with the port's engineer, replacement of the floating dock and associated repairs to the infrastructure were determined to be necessary.

The project will replace the entire floating dock, the gangway, and repair all utility connections between the dock and the bulkhead. And areas of damaged concrete along the west and north walls of the slip will be repaired.

PRIOR ACTION:

None

FUNDING:

Budget: \$726,937.50 Federal FEMA 75% Funding - Natural Disaster Fund
 121,156.25 State FDEM 12.5% Funding - Natural Disaster Fund
 121,156.25 City of Pensacola 12.5% Funding - Port Fund

\$969,250.00

Actual: \$845,112.00 Base Bid
 84,511.20 10% Contingency
 \$929,623.20

FINANCIAL IMPACT:

FEMA has obligated a PW to fund this project for \$969,250.00 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. The City's 12.5% local match \$121,156.25 will be funded from Port Funds. Once final project costs are determined, a supplemental budget resolution will be brought to Council to appropriate any additional costs necessary

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

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

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
M. Clark Merritt, Port Director

ATTACHMENTS:

- 1) Final Bid Tabulation ITB 21-024
- 2) Vender Reference List ITB 21-024

PRESENTATION: No

TABULATION OF BIDS

BID NO: 21-024

TITLE: PORT OF PENSACOLA

FLOATING DOCK REPLACEMENT AND REPAIRS PROJECT

SUBMITTALS DUE:

July 16, 2021, 2:30 P.M.

DEPARTMENT:

Port of Pensacola

GULF MARINE
CONSTRUCTION,
INC.

Pensacola, FL

HEWES &
COMPANY, LLC

Pensacola, FL

Base Bid

\$845,112.00

\$1,079,900.00

Submittal Due Date: 07/16/21

Bid No.: 21-024

**FINAL VENDOR REFERENCE LIST
FLOATING DOCK REPLACEMENT AND REPAIRS PROJECT
PORT**

Vendor	Name	Address	City	St	Zip Code	SMWBE
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
051492	BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
042045	CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
024722	COASTAL REEF BUILDERS INC	40 AUDUSSON AVENUE	PENSACOLA	FL	32507	Y
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
032692	DECKS N SUCH MARINE INC	PO BOX 327	FT WALTON BEACH	FL	32549	
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
070827	FLORIDA FLOATS DBA BELLINGHAM MARINE	1813 DENNIS STREET	JACKSONVILLE	FL	32204	
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
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
081690	GULF MARINE CONSTRUCTION, INC	1232 N PACE BLVD	PENSACOLA	FL	32505	
016100	H G HARDERS & SON INC	5521 EAST HIGHWAY 98	PANAMA CITY	FL	32404	
052866	HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
002026	JACK MOORE & CO INC	P O BOX 37010	PENSACOLA	FL	32526	
053161	JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVENUE SUITE 6	PENSACOLA	FL	32504	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
039164	LOFTIS MARINE DIVISION INC	7150 CLEARWOOD ROAD	PENSACOLA	FL	32526	Y
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
001823	NWF CONTRACTORS INC	P O BOX 1718	FORT WALTON BEACH	FL	32549	
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
067916	PENSACOLA MARINE CONSTRUCTION INC	2207 LIBERTY LOOP ROAD	CANTONMENT	FL	32533	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	Y
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y

Vendors: 44



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00642

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT TO MCCULLOUGH & SON FOR INVITATION TO BID (ITB) No. 21-026
KIWANIS DOG PARK

RECOMMENDATION:

That City Council award a contract to McCullough & Son for ITB No. 21-026 Kiwanis Dog Park for \$94,600.00, and a 10% contingency of \$9,460.00 for a total amount of \$104,060.00. Further that City Council authorize the Mayor to take all actions necessary to execute all contracts, related documents and to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City issued an invitation to bid on the Kiwanis Dog Park project. The project will consist of removing and disposing of the existing fence, installing appropriate fencing per scope of work, installing ADA compliant sidewalks, removing and disposing of pre-existing equipment, and installing site amenities.

The base bid of \$94,600.00 includes removal and disposing of existing fence, light poles, etc., installing fencing to create the dog park including gates, installing sidewalks, and installing park benches, picnic tables, water fountains, an agility course, and other amenities.

PRIOR ACTION:

None

FUNDING:

Budget:	<u>\$ 326,009.00</u>	CDBG Fund
Actual:	\$ 94,600.00	Kiwanis Dog Park Base Bid
	9,460.00	10% Contingency
	6,330.00	Environmental survey
	79,684.42	Playground equipment purchase

49,051.00	Playground installation
48,745.80	Dog Park equipment purchase
<u>11,496.07</u>	Split Rail fencing materials (estimate)
<u>\$ 299,367.29</u>	Total Estimated Expenses

FINANCIAL IMPACT:

Within the Community Development Block Grant Fund (CDBG) \$326,009 has been appropriated for this project. To date, \$183,811.15 has been expended on this project leaving a balance of \$142,197.85 which is sufficient for this contract and other estimated expenses.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/28/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) ITB No. 21-026 Tabulation Sheet
- 2) ITB No. 21-026 Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 21-026

TITLE: KIWANIS DOG PARK

SUBMITTALS DUE: July 8, 2021, 2:30 P.M. DEPARTMENT: Parks & Recreation	MCCULLOUGH & SON, LLC Pensacola, FL	HARRIS-INMAN CONSTRUCTION CO., INC. Gulf Breeze, FL	J. MILLER CONSTRUCTION, INC. Pensacola, FL
Base Bid	\$94,600.00	\$102,369.00	\$125,214.00

Submittals Due: 07/08/21

Bid No.: 21-026

**FINAL VENDOR REFERENCE LIST
KIWANIS DOG PARK
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
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	Y
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
026898	BONTRAGER BUILDER GROUP INC	223 W GREGORY STREET	PENSACOLA	FL	32502	
065158	BOSS LADY CONCRETE CO LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
042801	BOYD RENFRO LLC	38 S BLUE ANGEL PKWY #330	PENSACOLA	FL	32506	
068970	BR BONNER'S HAULING INC	10231 WALBRIDGE STREET	PENSACOLA	FL	32514	
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
042045	CHAUVERS CONSTRUCTION INC	1795 DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
074690	COMPLETE GROUNDS MAINTENANCE	2172 W NINE MILE RD #117	PENSACOLA	FL	32534	
058961	CONTRACTOR SERVICES LLC	3044 EAST KINGSFIELD ROAD	PENSACOLA	FL	32514	
043794	CRAFTSMAN CONCRETE CONTRACTORS	55 SOUTH B STREET	PENSACOLA	FL	32502	
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
057581	DB CONSTRUCTION LLC DBA GLOBAL RESTORATION SERVICES	3960 WEST NAVY BLVD SUITE 41	PENSACOLA	FL	32507	
066984	DELTA CONTRACTORS	1238 FINLEY DRIVE	PENSACOLA	FL	32514	
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	Y
032820	ENVIROREM INC	1249 SOUTH OLD CORRY FIELD RD	PENSACOLA	FL	32507	
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
053084	FOUNTAIN	2755 FENWICK ROAD	PENSACOLA	FL	32526	
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

Submittals Due: 07/08/21

Bid No.: 21-026

**FINAL VENDOR REFERENCE LIST
KIWANIS DOG PARK
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	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	
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	
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
042677	IRBY ENGINEERING & CONST INC	94 E GARDEN ST	PENSACOLA	FL	32502	Y
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
053484	JOHNSON CONSTRUCTION OF PENSACOLA INC	6310 WEST FAIRFIELD DRIVE	PENSACOLA	FL	32506	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
024819	KEENAN & SONS INC	3250 W FAIRFIELD DR	PENSACOLA	FL	32505	
044890	KLEPAC ENGINEERING & CONTRACTING, LLC	10305 BRISTOL PARK ROAD	CANTONMENT	FL	32533	
064730	KNIGHT LANDSCAPE CONCEPTS INC	1090 DAFFIN ROAD	MOLINO	FL	32577	Y
010677	LARRY HALL CONSTRUCTION INC	4740 WOODBINE ROAD	PACE	FL	32571	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
060298	LESCO GROUP INC DBA LESCO ENVIRONMENTAL SERVICES	PO BOX 362	CANTONMENT	FL	32533	
058801	M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
059406	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
048941	MARK TAYLOR CONSTRUCTION LLC	1719 N 9TH AVE	PENSACOLA	FL	32503	
047005	MATHIS CONSTRUCTION	362 GULF BREEZE PARKWAY #127	GULF BREEZE	FL	32561	
081795	MCCULLOUGH AND SON	1102 FRETZ STREET	PENSACOLA	FL	32534	
070661	MCDELT, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
031023	MILLIGAN FORD UNLIMITED INC	3160 TUNNEL ROAD	PACE	FL	32571	Y
073522	MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
049009	PARRIS CONSTRUCTION CO LLC	P O BOX 6338	PENSACOLA	FL	32503	Y
058953	PARSCO LLC	700 N DEVILLIERS STREET	PENSACOLA	FL	32501	Y
003956	PENSA CONCRETE CONSTR CO INC	P O BOX 2787	PENSACOLA	FL	32513	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
033922	PHILLIPS & JORDAN	41 N JEFFERSON STE 401	PENSACOLA	FL	32502	

Submittals Due: 07/08/21

Bid No.: 21-026

**FINAL VENDOR REFERENCE LIST
KIWANIS DOG PARK
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
068488	PRO CONSTRUCTION LLC DBA COMPLETE DKI	511 WYNNEHURST STREET	PENSACOLA	FL	32503	Y
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	
056449	ROBERSON, ROBERT DBA R2R ENTERPRISES LLC	8290 SEDGEFIELD DRIVE	PENSACOLA	FL	32507	
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
057937	ROPER & ROPER GEN CNTRCTRS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
024992	SNELGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
053083	SOUTHLAND	2621 LONGLEAF	PENSACOLA	FL	32526	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
062939	THREE TRADE CONSULTANTS	5690 JEFF ATEES RD	MILTON	FL	32583	Y
024977	TRAMMELL CONSTRUCTION CO INC	9425 WANDA DR	PENSACOLA	FL	32514	Y
058764	URBAN INFILL CORPORATION	P O BOX 4387	PENSACOLA	FL	32507	
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
041432	WATERS GENERAL CONTRACTORS INC	10070 SCENIC HWY	PENSACOLA	FL	32514	Y
051237	WATSON, ALFRED D ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
051855	WHITE CONSTRUCTION & RENOVATN INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	
021725	WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 100



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00661

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FLORIDA STATE FRATERNAL ORDER OF POLICE, INC. (FOP) POLICE OFFICERS TENTATIVE COLLECTIVE BARGAINING AGREEMENT

RECOMMENDATION:

That City Council ratify the Tentative Collective Bargaining Agreement between the City of Pensacola and the Florida State Fraternal Order of Police, Inc. (FOP) Police Officers Unit

HEARING REQUIRED: No Hearing Required

SUMMARY:

Contract negotiations began earlier this year between the City and the Fraternal Order of Police which represents the City's Police Officer and sworn Crime Scene Analyst employees. The results of these negotiations are contained in the attached Tentative Collective Bargaining Agreement. The final step in the adoption of the agreement is the ratification by City Council.

The significant terms of the proposed agreement are to provide the following pay increases to the members of the collective bargaining unit:

October 1, 2021: All currently employed bargaining unit employees will receive a six percent (6%) wage increase to their base pay (or a base salary of \$43,014.40, whichever is greater) up to the maximum cap of \$70,012.80. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 6% pay increase exceeding the maximum cap as a one-time bonus.

October 1, 2022: All currently employed bargaining unit employees will receive a four percent (4%) wage increase to their base pay (or a base salary of \$44,012.80, whichever is greater) up to the maximum cap of \$70,012.80. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 4% pay increase exceeding the maximum cap as a one-time bonus.

October 1, 2023: All currently employed bargaining unit employees will receive a four percent (4%) wage increase to their base pay (or a base salary of \$45,011.20, whichever is greater) up to the maximum cap of \$70,012.80. Those bargaining unit members who are at the maximum cap or

exceed the maximum cap because of this pay increase will receive the equivalent 4% pay increase exceeding the maximum cap as a one-time bonus.

For the Term of this Collective Bargaining Agreement, final performance evaluations will be conducted annually, as determined by the Pensacola Police Departments' evaluation cycle feedback milestones.

<u>Summary Rating</u>	<u>Point Range</u>	<u>Merit Increase Recommended</u>
Exceeds Expectations (E)	3.50 - 5.00	2% Merit Increase
Meets Expectations (M)	2.50 - 3.49	1% Merit Increase
Does Not Meet (DNM)*	0.00 - 2.49	0% Merit Increase

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

The budgetary impact over the three years of the contract is \$3,635,000. For Fiscal Year 2022 the costs associated with this agreement will be \$713,300 of which \$139,600 for the up to 2% Merit has already been included in the Fiscal Year 2022 Proposed Budget. The additional \$573,700 for the 6% increase will be included on a Supplemental Budget Resolution for appropriation to be brought before City Council during the first quarter of Fiscal Year 2022. The additional costs for Fiscal Years 2023 and 2024 will be incorporated in their respective proposed budgets.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

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

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director
Ted Kirchharr, Human Resources Director

ATTACHMENTS:

- 1) FOP Officers Collective Bargaining Agreement
- 2) PPD Ratification Letter

PRESENTATION: No

AGREEMENT BETWEEN
CITY OF PENSACOLA
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE,
INC.

Police Officers
Beginning October 1, 2021
Through and Including
September 30, 2024



INDEX

<u>Article</u>	<u>Title of Article</u>	<u>Pages(s)</u>
(1)	Preamble to Agreement	1
(2)	Purpose & Intent	1
(3)	Recognition	1
(4)	Definitions	1-2
(5)	Residence	2
(6)	Security & Check-Off	2-3
(7)	No Strike Clause	3
(8)	Work Rules	3-4
(9)	Management Rights	4-5
(10)	RESERVED	5
(11)	Bill Of Rights	5-7
(12)	Discharge & Discipline	7
(13)	Emergency Suspension	7
(14)	Grievance Procedure	8-11
(15)	Files	11
(16)	Tobacco Usage	11-12
(17)	Safety & Health	12
(18)	Fitness for Duty	12
(19)	Comprehensive Drug & Alcohol Abuse Policy & Procedures	12
(20)	Employee Benefits	12-16
(21)	Training Attendance	17-18
(22)	Uniforms & Equipment	19-20
(23)	Miscellaneous Provisions	20
(24)	Secondary Employment	20-23
(25)	Life Insurance	23
(26)	Injury-in-Line-of-Duty/Disability Benefits	23-26
(27)	Personal Time Off	26-27
(28)	Leave Sharing	27-28
(29)	Funeral Leave	29
(30)	Military Leave	29-30
(31)	Holidays	31
(32)	Hours of Work & Overtime Compensation	32-33
(33)	Compensation for Court Related Matters	33-34
(34)	Wages	34-38
(35)	Pensions	38-39
(36)	Promotions	39-40
(37)	FOP Activities	41
(38)	Bulletin Boards	41
(39)	Special Meetings	42
(40)	Hurricane Travel Team.....	42
(41)	Printing of Agreement	42
(42)	Entire Agreement	42
(43)	Severability	43
(44)	Term of Agreement	43
	Attachment A – Pensacola Police Department Mission Statement.....	44
	Attachment B – Grievance Form.....	45-46
	Attachment C – Drug Free Workplace Policy.....	47-51

**ARTICLE 1
PREAMBLE TO AGREEMENT**

This Agreement is made and entered into between the City of Pensacola, Florida, hereafter referred to as the “Employer,” and the Florida State Fraternal Order of Police, Inc., hereafter referred to as the, “F.O.P.,” the “Union.”

**ARTICLE 2
PURPOSE AND INTENT**

The purpose of this Agreement is to secure an efficient and professional relationship between the parties hereto, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic and full agreement between the parties concerning rates of pay, hours of work and other terms and conditions of employment. It is mutually understood and declared to be the public policy of the Employer and the F.O.P. to promote harmonious and cooperative relationships between the Employer and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. The Employer and the F.O.P. also agree to promote and abide by the department’s Core Values and Mission Statement (Attachment A).

**ARTICLE 3
RECOGNITION**

- 3.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the F.O.P. as the exclusive bargaining representative for those employees in the defined bargaining unit for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions for employment of the public employees as defined by PERC in the Certification 1390, as amended per PERC order dated September 1, 2009 and 19E-155, UC 2019-004 to include Sworn Crime Scene Analyst I and Sworn Crime Scene Analyst II.
- 3.2 It is further understood and agreed that a Staff Representative of the Florida State Fraternal Order of Police, Inc will be the official spokesman of the F.O.P. in any matter between the F.O.P. and the Employer.

**ARTICLE 4
DEFINITIONS**

- 4.1 “Day” shall mean a calendar day unless otherwise specified in this Agreement.
- 4.2 References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.
- 4.3 PERC – Public Employee Relations Commission.
- 4.4 “Tobacco products” includes the use of e-cigarettes (vaping).

- 4.5 Grievance - a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation and the remedy sought.
- 4.6 “Unfounded” – Found event to not have occurred.
- 4.7 “Exonerated” – Found event to have occurred but was legally authorized by Statute or policy.
- 4.8 “Sustained” – Found event to have occurred.
- 4.9 “Not Sustained” – Unable to determine if event occurred.
- 4.10 “Informal discipline” – includes written or verbal reprimands, memoranda or similar action.
- 4.11 “Formal Discipline” – includes demotions, dismissals, suspensions or similar actions.
- 4.12 All bargaining unit members shall include sworn police officers, sworn crime scene analyst I, and sworn crime scene analyst II.

ARTICLE 5 RESIDENCE

- 5.1 All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida. Exceptions to this article may be granted by the Mayor or designee, or by the Police Chief.

ARTICLE 6 SECURITY AND CHECK-OFF

- 6.1 Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee’s pay the amount owed to the F.O.P. by such employee for dues. There will be twenty-six (26) deductions per year. The Employer will remit such sums to the F.O.P. no later than the tenth (10th) day of the month following such deductions. The F.O.P. will certify any changes in the membership dues rate to the Employer in writing over the signature of the authorized officer or officers of the F.O.P. at least thirty (30) days in advance of the effective date of such change. The Employer’s remittance will be deemed correct if the F.O.P. does not notify the Employer in writing within two (2) weeks of its receipt.
- 6.2 The F.O.P. agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due the F.O.P. from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him at the time that dues are to be deducted from which to make such deduction. The F.O.P. shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, including reasonable attorney’s fees that may be incurred or necessitated by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

- 6.3 The Employer shall not be required to collect F.O.P. dues in arrears. Any change in dues made by the F.O.P. will be made effective after a thirty (30) day written notice by the F.O.P. to the Employer and upon receipt of a new dues deduction authorization signed by the employee specifying the revised amount.
- 6.4 No dues deduction shall be made from the pay of an employee for any payroll period in which the employee's earnings after withholdings for that payroll period are less than the amount of dues to be checked off.

ARTICLE 7 NO STRIKE CLAUSE

- 7.1 The F.O.P. and its officers, representatives and members agree that during the life of this Agreement, they shall have no right to instigate, promote, sponsor, engage in or condone any strike, slow down, concerted stoppage of work, intentional interruption of Employer operations, or similar activities during the terms of this Agreement. The consideration for such provision is the right to a resolution of disputed questions. Management has the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only questions that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provision prohibiting strikes, slowdowns, concerted stoppage of work, intentional interruptions of Employer operations or similar activities was violated by the employee to be discharged or otherwise disciplined

ARTICLE 8 WORK RULES

8.1 Notice and Scheduling of In-Service Training

It shall be the policy of the Police Chief whenever possible to give at least ten (10) working days' notice to employees scheduled for in-service training. It is recognized, however, that last minute changes are often necessitated due to unanticipated sickness, court subpoenas, family situations, etc., and such situations may reduce the notification time in some cases.

8.2 Transfers

It shall be the sole right of the Police Chief to transfer employees between any subsections of the organization. Employees shall be notified at least twenty-one (21) calendar days prior to the transfer, except where the nature of a particular situation requires immediate reassignment. Employees may voluntarily waive the twenty-one (21) day notice by submitting a letter to the Chief of Police.

8.3 Administrative Leave without Loss of Pay

An employee may be placed on administrative leave without loss of pay for any reason deemed necessary by the Police Chief as approved by the Mayor or designee.

8.4 Re-issuance of Conflicting Written Directives

On or before sixty days (60) days after the ratification date of this Agreement, both parties will make a reasonable effort to review existing policies and procedures in order to identify those that are in conflict with the terms and provisions of this Agreement. Those policies that are identified to be in conflict will be made to conform with terms and provisions of this Agreement.

8.5 Civilian Riders

- (a) Officers may object to certain civilian riders by written notice to their immediate supervisor. When possible, the request will be honored. This request will not become part of the employee's personnel file.
- (b) Riders will be limited to a four (4) hour duration, which can be waived by the individual officer.
- (c) Officers are only required to have one (1) rider in a thirty (30) day period, which can be waived by the individual officer.
- (d) In the event that a police officer is participating in a PPD funeral procession, the city will make arrangements to transport an officer's immediate family members at the city's expense.

ARTICLE 9 MANAGEMENT RIGHTS

- 9.1 Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the Employer prior to this Agreement are retained by the Employer, and may be exercised without prior notice to or consultation with the Union.
- 9.2 Nothing in this Agreement shall be construed so as to limit or impair the right of the Employer to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement:
 - A. To manage the police department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
 - B. To determine the purpose and functions of the police department in its constituent divisions, bureaus and units.
 - C. To perform those duties and exercise those responsibilities which are assigned to the Employer by federal and state law, or by City ordinance.
 - D. To determine and adopt the policies and procedures, standards, rules and regulations as they are deemed by the Employer to be necessary for the operation and/or improvement of the Pensacola Police department, and to manage and direct management, administrative, supervisory and other personnel. The Employer will act in accordance with the agreement on these matters.
 - E. To alter or vary past practices and otherwise to take such measures as the Employer may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this Agreement.

- F. To set the methods, means of operations and standards of services to be offered by the police department and to contract such operations/services to the extent deemed practical and feasible by the Employer in its sole discretion.
 - G. To determine and re-determine job content, workload and work force size.
 - H. To decide the number, location, design, and maintenance of the police department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary to the Employer.
 - I. To determine the qualifications of all employees of the police department. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the police department consistent with the existing provisions of law, Personnel Administration Policy and terms of this agreement.
 - J. To discharge, demote, fine, or suspend any employee of the police department, or to relieve such employees from duty, and to take other disciplinary action against such employees, for just cause.
 - K. To establish, implement and maintain an effective internal security practice.
- 9.3 If, in the discretion of the Mayor or designee or his designee, it is determined that civil emergency conditions exist, including but not limited to: riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, with the exception of pay scales and benefits.
- 9.4 The Union recognizes that the Employer and the police department have certain obligations to comply with federal, state and local laws, ordinances. Such matters shall not be subject to the grievance and arbitration procedures provided in this agreement.
- 9.5 The Employer hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States, as well as the Charter of the City of Pensacola.
- 9.6 Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the Mayor or designee, as provided by law.

ARTICLE 10 RESERVED

ARTICLE 11 BILL OF RIGHTS

- 11.1 Whenever a law enforcement officer is under investigation and subject to interrogation by members of his or her agency for any reason, which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:
- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

- (b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, or police unit in which the incident allegedly occurred, as designated by the investigating officer of agency.
- (c) The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one (1) interrogator during any one (1) investigative interrogation, unless specifically waived by the officer under investigation.
- (d) The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the name of all complainants.
- (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- (f) The law enforcement officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
- (g) The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.
- (h) If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation or interview, he or she shall be completely informed of all his or her rights prior to the commencement of the interrogation.
- (i) At the request of any law enforcement officer under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement.
- (j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.

11.2 The law enforcement officer who is a subject of a complaint or allegation shall be notified in writing by the Professional Standards section of the disposition of the complaint or allegation upon the conclusion of the investigation. For active employees, the investigation shall be concluded and the officer shall be notified in writing with the finding of sustained, not sustained, exonerated, or unfounded.

- 11.3 The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.
- 11.4 The parties acknowledge that there is very little established law interpreting the statutory provisions recited in Section 11.1, above. If an arbitrator is called upon to resolve an appeal from a grievance by interpreting a provision of Section 11.1 where there is no judicial or statutory guidance, if the arbitrator determines that the employer's interpretation is a reasonable one, that interpretation shall be applied.
- 11.5 Article 11 shall include F.S. 112. Sec. 532-534 as amended from time to time by the Florida Legislature.

ARTICLE 12 DISCIPLINE & DISCHARGE

- 12.1 Probationary Police Officers, entry-level probationary police officers (as opposed to police sergeants on promotional probation), probationary Sworn Crime Scene Analysts I and probationary Sworn Crime Scene Analysts II, that are dismissed from employment shall have no right to a Board hearing, or to appeal pursuant to this Agreement.
- 12.2 All discipline taken against any bargaining unit employee shall be for just cause. The procedure for dismissals, demotions, and suspensions shall be as outlined in the City of Pensacola Rules and Regulations, Personnel Administration Policy, and Pensacola Police Department Personnel Rules and Regulations, Pensacola Police Department General Orders as they exist at the time of the action is taken.
- 12.3 Non-probationary bargaining unit members shall have the rights provided by Florida Statutes.
- 12.4 Non-probationary bargaining unit members will follow the Grievance Procedure set forth in their Collective Bargaining Agreement. Questions concerning contract interpretation and discipline will be submitted to arbitration.
- 12.5 No suspension with loss of pay shall be implemented until any requested arbitration hearing has been held and an opinion rendered.

ARTICLE 13 EMERGENCY SUSPENSION

- 13.1 Any person holding the rank of sergeant or above shall have the authority to impose emergency suspension with pay until the next business day against a member when it appears that such action is in the best interest of the department.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 General

The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the Employer and employee or group of employees involving the interpretation or application of this Agreement. An employee covered by this Agreement shall have the right to be represented by the F.O.P., or may waive such right, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement.

14.2 Definition

A grievance is defined as a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation and the remedy sought.

14.3 Any grievance not processed within the time limits provided in this Article shall be considered abandoned. Provided, however, the time limits set forth in this Article may be extended by joint agreement of the Employer and the F.O.P. (or the employee if appropriate) that is confirmed in writing. The parties may mutually agree in writing to waive any time limits or provisions of the grievance procedure.

14.4 In computing any period of time prescribed or allowed by this Article, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or holiday recognized by this Agreement, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday recognized by this Agreement.

14.5 Any grievance that is filed by or on behalf of a bargaining unit member shall be filed on the approved Grievance Form which is attached at "Attachment B"

14.6 Step 1. Within ten (10) days of the occurrence or within ten (10) days after the employee could reasonably have known of the occurrence (whichever is later), the aggrieved employee shall reduce his/her grievance to writing, sign it, and present it to their Lieutenant/Shift Commander. This Lieutenant/Shift Commander shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The immediate supervisor shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 1 meeting.

14.7 Step 2. If the grievance is not settled at the first step, the grievant may present the grievance through his/her chain of command to the Captain/Division Commander. The grievance must be presented within five (5) days of receipt of the Step 1 response or, if a timely Step 1 response is not received, within five (5) days from the day the Step 1 response was due. The Captain/Division Commander shall obtain the facts concerning the grievance and shall

within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The Captain/Division Commander shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 2 meeting.

- 14.8 Step 3. If the grievance is not settled at the second step, the grievant may present the grievance to the Police Chief. The grievance must be presented to the Police Chief within five (5) days of receipt of the Step 2 response or, if a timely Step 2 response is not received, within five (5) days from the day the Step 2 response was due. The Police Chief shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The Police Chief shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 3 meeting.

14.9 Arbitration

- A. If the grievance is not settled in accordance with this Article, the F.O.P. (on behalf of the grievant) may request arbitration, by providing a written request to the City of Pensacola Human Resources Director his/her designee not later than thirty (30) days after receipt of the Step 3 response or, if a timely Step 3 response is not received, within thirty (30) days from the day the Step 3 response was due. The request shall set forth the specific provision(s) of the Agreement claimed to have been violated. If the request to arbitrate is not received by City of Pensacola Human Resources Director or his/her designee within the thirty (30) day limit, the Employer's Step 3 response shall be final and binding upon the grievant and the F.O.P.
- B The parties to this Agreement will request that an impartial neutral panel of seven (7) arbitrators that reside in the State of Florida from the Federal Mediation and Conciliation Service be assigned to hear the matter. The parties may mutually agree to select an arbitrator without utilizing FMCS. However, if they can't mutually agree on an arbitrator within a reasonable amount of time then the parties will utilize FMCS. This Grievance procedure and the arbitration shall be exclusive to the FOP. Therefore, subject to Sections 447.301 and 447.401, Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or request arbitration without the written authorization from the Union. The arbitration shall be conducted under the rules set forth in this Agreement. Subject to provisions contained herein, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article, and to enforce compliance with the terms and conditions of the Agreement.
- (1) Arbitrability: Issues of arbitrability shall be bifurcated from the substantive issues(s) and, whenever possible, determined by means of a hearing conducted by conference call. The parties may jointly select an arbitrator or utilize FMCS to obtain an arbitrator for this conference call hearing. However, if the parties can't mutually agree on an arbitrator then either party may request a panel list of seven (7) arbitrator names from FMCS. The strikeout method shall be utilized with the person requesting said panel to strike first. The arbitrator shall have ten (10) days from the hearing to issue a decision on arbitrability. The parties agree

that the non-prevailing party at the arbitrability hearing shall be solely liable for the arbitrator's fees not to exceed \$1,000.00 and if said arbitrator's fee exceeds \$1,000.00 then that excess amount shall be equally split between the parties and attorney's fees of the prevailing party up to \$500.00. If the issue(s) is/are judged to be arbitrable, a different arbitrator may then be selected using the above method to hear the substantive issue(s) in accordance with the provisions of this agreement. All other provisions of this agreement shall remain in full force in effect.

- C. Once an arbitrator has been notified of his/her selection, the date for the arbitration hearing will be set as soon as practicable.
- D. All testimony given at the arbitration hearing shall be under oath.
- E. Post-hearing briefs may be filed at the request of either party or the arbitrator.
- F. The arbitrator shall render his/her decision within thirty (30) days of receipt of post-hearing briefs or of the close of the hearing, whichever is later.
- G. The arbitrator shall have jurisdiction and authority to decide the grievance, as defined in this Article. However, the arbitrator shall have no authority to change, modify, amend, ignore, add to, subtract from, or otherwise alter or supplement the Agreement or any part thereof or any amendment thereto.
- H. The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the parties, and shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or which is not specifically covered by this Agreement.
- I. Any event that occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.
- J. The arbitrator's decision shall be exclusively based upon specific findings of fact and conclusions which shall be the predicate for any decision. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted at the hearing.
- K. The arbitrator may not issue declaratory or advisory opinions. The arbitrator shall be confined exclusively to the issue(s) presented to him/her, which issue(s) must be actual and existing.
- L. The decision of the arbitrator shall be final and binding on all parties, subject to those challenges permitted by law. However, the authority and responsibility of the Employer as provided by Chapter 447, Florida Statutes, and the Charter of the City of Pensacola shall not be usurped in any manner unless specifically amended or modified by this Agreement.

- M. Each party shall bear the cost of its own witnesses and representatives. The parties shall bear equally the cost of the arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear the cost of it.
- N. It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons whom it represents.

ARTICLE 15 FILES

- 15.1 All files maintained by the City of Pensacola concerning any law enforcement personnel covered by this collective bargaining agreement will, upon written request to the Chief of Police, be purged in accordance with state law.

Files and other materials purged pursuant to this section may not be used as evidence by either party in any disciplinary proceeding.

Upon the completion of any internal investigation, the officer on whom the complaint was made shall be notified. Should the internal file be requested by any public party, every reasonable effort will be made to notify the involved officer(s). If, however, said officer(s) cannot be notified within twenty-four (24) hours, the requested information will be provided within the limits of governing statutes, court orders, etc. In such cases, officers will be notified that information from their files was released.

- 15.2 The Employer will comply with applicable court orders and Florida Statutes, regarding the release of home address, telephone number, social security number, or photograph of active enforcement personnel.

It shall be the right of any bargaining unit member, at reasonable times, to inspect and make a copy of his or her personnel records or internal file. The Human Resources Director and Department personnel shall keep personnel matters confidential within the terms of this Article and applicable statutes.

ARTICLE 16 TOBACCO USAGE

- 16.1 The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.
- 16.2 After September 9, 2003, the City will hire as Police Officers, Sworn Crime Scene Analysts I, and Sworn Crime Scene Analysts II, only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment. New hires may not have used tobacco products for a period of six (6) months prior to the date of application for employment.

- 16.3 All bargaining unit employees who were hired before September 9, 2003, shall not smoke or use tobacco products on duty while in direct contact with the public, when in uniform in public view, in city vehicles, or in any area designated as a “tobacco free” area.
- 16.4 Employees covered by this agreement are discouraged from tobacco usage and the City agrees to make reasonably available courses to help stop the use of tobacco for those employees wishing to quit.

ARTICLE 17 SAFETY AND HEALTH

- 17.1 The Employer agrees that it will conform to and comply with laws as to safety, health, sanitation and working conditions properly required by Federal, State and local law. The Employer and the F.O.P. will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.
- 17.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the Employer in accordance with established safety practices. Such practices may be improved from time to time by the Employer and the F.O.P. Such protective devices, apparel, and equipment, when provided by the Employer, shall be encouraged to be used.
- 17.3 Employees involved in specialized activities within the department requiring the use of specialized equipment (i.e. self-contained breathing apparatus) may be required to undergo an applicable periodic physical examination to determine fitness to wear the required equipment.

ARTICLE 18 FITNESS FOR DUTY

- 18.1 All members of the department shall maintain good physical condition so they can handle the strenuous physical contacts often required of a law enforcement officer.

ARTICLE 19 COMPREHENSIVE DRUG AND ALCOHOL ABUSE POLICY AND PROCEDURES

The City and the FOP agree to follow the provisions of the Florida Drug Free Workplace Act, Florida Statutes 112.0455, except as modified by Appendix C to this Agreement.

ARTICLE 20 EMPLOYEE BENEFITS

20.1 Death Benefits

Any alleged violation(s) of this article are not subject to the grievance/arbitration procedure but through competent court of jurisdiction.

20.2 Training and Education

A. Training and Travel Policy

All requests for training/travel should be submitted on the Request/Report of Training and Travel Funds Form (PF-210PC) (“Training and Travel Form”).

Requests for training and travel must be **pre-approved** by the Department Director or designee on the Training and Travel Form. Training and travel requests for Department Directors must be **pre-approved** by the City Administrator or designee on the Training and Travel Form. In addition, employees, who are not regular, full-time employees of the City, must obtain Training and Travel pre-approval from the Human Resources Director or designee. Reimbursement by the City may be denied absent advanced approval.

The Training and Travel Form must include all expenses and list all RPs billed or paid separately and have all required signatures. If funds are being requested in advance, the Training and Travel Form should be submitted to the Financial Services Department for check processing at least fifteen (15) days prior to travel.

Reconciliation of the Training and Travel Form is due within ten (10) working days after return. The reconciled Training and Travel Form must be signed by the employee and submitted to the Department Director for approval and signature. The reconciled Training and Travel form for Department Directors must be approved and signed by the City Administrator or designee. The City’s Finance Director will review and determine if the reconciliation should be approved for reimbursement. The final determination of the amount paid for training and travel shall be made by the Finance Director or designee.

Expenses are calculated as follows:

Hotel/Motel:	Single, at cost (double at single rate is acceptable). Receipt required. City does not pay Florida State Sales Tax on lodging within the state.
--------------	---

M&IE:	General Services Administration (GSA) per diem rates for the travel destination city shall be used. GSA per diem rates are for meals and incidental expenses (M&IE) when total travel and training time exceeds 12 hours. No M&IE per diem is allowable for total travel and training time that is 12 hours or less. M&IE per diem rates for travel destination cities are available on the GSA website at www.gsa.gov/perdiem . The Breakdown of M&IE per diem rates for the first and last day of travel shall be utilized. Incidental expenses incorporated in the M&IE per diem include but are not limited to all tips given to parking attendants, porters, baggage carriers and hotel staff.
-------	--

Transportation:	<i>Airfare:</i> reimbursed at cost for coach fare only; receipt required. <i>City vehicle:</i> reimbursement for fuel at cost for travel within the State of Florida only; receipts required. <i>Private vehicle:</i> reimbursement at mileage rate set by City, not to exceed cost of airfare and ground transportation. Form PF210PC reflects mileage rate. <i>Cabs, buses, taxis, parking;</i> reimbursed at cost; receipt required.
Tuition/Registration:	Reimbursed at cost; receipt required.

Baggage: When an airline charges a fee for baggage, reimbursement will be made at cost for one bag only; if the first bag is free, no reimbursement will be made. If your personal bag exceeds the restrictions and you are charged extra, the City will not reimburse.

Fly vs Drive: If flying is less expensive than driving and the employee chooses to drive, the mileage reimbursement may be limited to the airfare and ground transportation calculation. As a tip - when comparing flying to driving, the flight cost should be based on departure in and out of the Pensacola International Airport given your flight parameters with at least two weeks' advanced ticketing.

An accounting of monies is required within 10 working days after return. Itemized receipts must accompany report of funds spent. In the event that the 10 working day settlement cannot be met, the employee will be precluded from receiving advances and/or reimbursements for subsequent travel until settlement of the previous trip.

The final determination of the amount paid for training and travel shall be made by the Finance Director or designee.

B. Educational Reimbursement Plan

The educational reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola may reimburse employees for the costs of obtaining undergraduate or graduate degrees in a position with the City of Pensacola. Employees should contact Human Resources for more information about educational reimbursement.

Employees requesting educational reimbursement must prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the Director for approval prior to class registration. The Director will determine if funds have been budgeted and are currently available in the Department's budget. The City will budget \$30,000 toward the educational reimbursement annual total for members of the all three FOP collective bargaining units (Officer, Sgt, and Lt). If 75% of the funds are allocated during a fiscal year, the Pensacola Police Department Budget and Planning Specialist will notify the FOP Lodge 71 President. Each course must be part of a curriculum related to an employee's present position with the City of a reasonable promotional objective as determined by the Human Resources Director. Once this determination has

been made, then the approved request form (PF 202) will be submitted by the Director to the Human Resources Department, before course registration commences.

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the department director to be forwarded to the Human Resources Director for final review and payment.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of “C” or better. If a collective bargaining unit member receives payment from another source, the City will only reimburse the amount of tuition not otherwise covered.

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola State College. Approved reimbursement will be made at the prevailing hourly course rate for “in state” students, utilized at the University of West Florida or at Pensacola State College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola State College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola State College. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing “in state” rate of the University of West Florida or Pensacola State College.

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each fifteen (15) hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire or police academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of the amount paid by the City to attend the fire or police academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to the employee receiving the balance of such funds after reimbursement has been made.

(1) Required Courses

The City will reimburse 100% of the tuition, books, and fees for any employee attaining a “C” grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.

(2) **Voluntary Job-Related Courses**

The City will reimburse 100% of the tuition only for any employee who voluntary takes a course which is directly related to their job, and who attains a “C” grade or better in the approved course. Department Directors will be the signing authority on determining if a course is job related, along with review by the Human Resources Director for reimbursement purposes.

(3) **Non-Job Related Courses**

The City will reimburse 50% of tuition only for any employee who voluntary takes a course and who attains a “C” grade or better even though that course is not job related.

(4) **High School Diploma**

Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book, or fee expenses they may incur.

(5) **Tax Status**

All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Education Reimbursement Plan as taxable income.

20.3 **Reimbursement for Use of Personal Vehicle**

Where an employee is required to use his personal automobile in the performance of his duty, said employee will be reimbursed as prescribed by Section 20.2.

20.4 **Comprehensive Medical Coverage**

The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City’s group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

20.5 The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article.

ARTICLE 21 TRAINING ATTENDANCE

21.1 Policy

It is the policy of the Pensacola Police Department that its employees be properly trained. Training should be a continuous process throughout the career of individual employees, and should develop specialized skills and knowledge within the framework of a police generalist. Training attendance shall be within the framework of department procedures.

21.2 Procedure

A. Mandatory Training

1. This is training an officer/employee is directed by the department to attend, i.e., intoxilyzer, crime scene procedures, etc.
2. It is the responsibility of an immediate supervisor to:
 - a. Reschedule days off so as not to conflict with attendance whenever possible
 - b. When rescheduling is not possible, compensatory time shall be given and forwarded through proper channels.
3. All employees who attend mandatory training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the department for all tuition expenses incurred by the department on their behalf.

B. Out-of-Town Specialized Training

1. An officer/employee may submit their name for consideration to attend a particular specialized "out-of-town training," which is not designated for salary incentive.
2. If the training is approved, it is the responsibility of the officer/employee's immediate supervisor to:
 - a. Carry the attending employee on the payroll as "Special" and name the type of training.
 - b. Carry the attending employee on the payroll as "Day off" when their regular off days fall during the time of absence.
 - c. Whenever possible, reschedule off-duty days to compensate for applicable travel time.

3. It is the responsibility of an attending employee to:
 - a. Furnish a training course application that has been sent through the chain of command and a copy of the training announcement to Training at least 30 days prior to the requested training.
 - b. Furnish Training with required receipts (hotel, gas, tuition, airfare, etc.), within five days of completing the requested training.
4. Reimbursements for training and travel are based on the policy guidelines set forth in the City of Pensacola Human Resources Policy Manual, Section 3-14.
5. All employees who attend specialized training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the department for all tuition expenses incurred by the department on their behalf.

C. Voluntary Training

1. Voluntary training is any training an officer/employee may attend at any training institution on their off-duty time.
2. No compensatory time or overtime will be authorized while the officer/employee attends voluntary training.
3. Employees who wish to attend approved job-related training on their own time will clear enrollment and paperwork through the department's Training section.
4. Employees who wish to further their education to the highest level possible may do so while off-duty and receive reimbursement under the City of Pensacola's Education Plan.
5. All employees who attend voluntary training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee, shall reimburse the department for all tuition expenses incurred by the department on their behalf.

- D.** If the interpretation of the above provisions are perceived to have been arbitrarily applied, the employee may file a grievance not subject to arbitration.

ARTICLE 22 UNIFORMS & EQUIPMENT

- 22.1 The **Employer** shall furnish uniform(s) to all sworn personnel who are required to wear such uniform(s) in the performance of their duties as set forth in the Rules and Regulations of the Pensacola Police Department. Uniforms shall include all necessary equipment for the officer's performance of duty as a police officer including weapons, leather goods, foul weather gear, boots, cold weather gear and safety equipment, except socks and under garments.
- 22.2 (a) The **Employer** will pay for the repair or replacement of property covered by this Agreement that is damaged while on duty, subject to the limitations provided in Sections 22.2 (b) through (e).
- (b) Any **Employer**-issued uniforms or equipment and any employee-owned personal property (as defined in Section 22.2 (c)), damaged, destroyed, lost, or stolen while an officer is acting in performance of his/her official duties shall be replaced or repaired (whichever costs less) by the **Employer** at no cost to the employee, provided that the damage, destruction or loss was not the result of the employee's negligence, or carelessness. Claims must be supported by reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Chief.
- (c) Employee-owned personal property is defined as that personal property necessary for the performance of official duties, prescription eye glasses, contact lenses, watches, false teeth, or partial plates. It shall not include telephones, pagers, or electronic devices of any kind. Jewelry is not considered related equipment.
- (d) If the loss is covered by any insurance policy owned by the victim employee, then the City will be reimbursed for any replaced items in the amount allowed and paid by the insurance company.
- (e) In no event will the **Employer** pay more than one hundred dollars (\$100) for a watch or a cell phone, fifty (\$50) for any pair of sunglasses, and three hundred dollars (\$300) to repair or replace all other property listed in Section 22.2 (c).
- 22.3 Any non-uniform clothing damaged or destroyed while an employee is acting in the performance of their official duties shall be repaired or replaced (whichever is the lesser cost of the two) by the **Employer**. Such claim for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Police Chief.
- 22.4 Employees who are required to wear business attire (e.g. dress coats or dress shirts and ties for men and civilian attire for women) during duty hours shall be entitled to a clothing allowance of one hundred and fifty dollars (\$150) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.

- 22.5 Employees in the Vice & Narcotics, and Tactical Unit who are required by the **Employer** to wear non-uniform type of clothing during duty hours shall be entitled to a clothing allowance of one hundred and fifty dollars (\$150) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.

ARTICLE 23 MISCELLANEOUS PROVISIONS

- 23.1 In any legal action, wherein an employee covered by this Agreement is sued as an individual, for damages, which arises from their official duties, the **Employer** hereby agrees that it will provide legal counsel for said employee in accordance with Section 111.07, Florida Statutes. The employee shall have the right to retain an attorney of his choice at the employee's expense to defend the employee in any individual claim.

ARTICLE 24 SECONDARY EMPLOYMENT

- 24.1 Off-duty employment of a security nature conducted according to the procedures set forth below is authorized by the Pensacola Police Department because it confers a substantial benefit upon citizens by allowing an expanded law enforcement presence at minimal expense to the City.

However, officers engaged in off-duty security employment should remain constantly aware that they are law enforcement officers utilizing equipment provided by the City of Pensacola while engaging in such activities, and they are perceived by the public as on-duty officers. Therefore, all officers are directed to conduct their behavior while working off-duty in exactly the same manner and following all applicable policies and procedures as though they were working on their scheduled tour of duty. The compensation is provided by an entity other than the City of Pensacola does not diminish an officer's responsibilities and can never be allowed to present a conflict of interest between the entity providing compensation and the paramount responsibility as a police officer.

Under no circumstance will any officer working off-duty disregard any law enforcement responsibility or violate any policy or procedure of the Pensacola Police Department at the request or at the direction of an off-duty employee. Independent judgment as a law enforcement officer must prevail in every situation.

A police officer is authorized by Florida Law (F.S.S. 790.052) during off-duty hours – at discretion of their superior officer – to perform law enforcement functions normally performed during work hours. Pensacola Police officers are authorized by the Police Chief to carry firearms off-duty and to perform law enforcement functions for off-duty employment normally performed during duty hours.

Members engaging in permanent business or employment shall submit a request for permission to do so to the Police Chief.

24.2 Procedure

I. Police Related Employment

a. Temporary (city property)

- i. Shall be coordinated through the designee of the Police Chief.
- ii. Responsibilities of the designee of the Police Chief are to:
 1. Provide names of volunteers for each event based upon the order of request to participate.
 2. Provide for wages and working conditions consistent with the law enforcement function.
 3. Provide for notification of the Communication Center when officers report for their tour of duty.

b. Temporary (non-city property)

- i. May be coordinated by the individual member involved.
- ii. Responsibilities of the coordinator are to:
- iii.
 1. Provide for wages and working conditions consistent with the law enforcement function.
 2. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.

c. Permanent

- i. This employment spans more than three calendar days within a six (6) month period
- ii. It may be coordinated by the individual member involved.
- iii. Responsibilities of the coordinator are to:
 1. Provide for wages and working conditions consistent with the law enforcement function.
 2. Complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola's Personnel Administration Board prior to the initial date of employment.
 3. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.

II. Non-Police Related Employment

- a. This shall confirm to Standards of Conduct expected for a law enforcement officer and may be temporary or permanent.
 1. Temporary work spans three days or less within a six (6) month period.
 2. Shall be coordinated by the individual member involved.
 3. Not required to notify the Communication Center.
- b. Permanent work spans more than three calendar days within a six (6) month period.
 1. Shall be coordinated by the individual member involved.
 2. Individual member shall complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola Personnel Administration Board prior to initial date of employment.

III. Administration

a. Coordination of effort

- i. All requests for police related off-duty employment, where two or more officers will be involved, shall have prior approval from the designee of the Police Chief.
- ii. The coordinator of such events shall review the request with the designee of the Chief of Police prior to the outside employer.

b. Forms

- i. The City of Pensacola Outside Employment Form – PF-405 shall be submitted prior to the date of employment through the proper chain of command to the designee of the Chief of Police.
- ii. The City of Pensacola Termination of Outside Employment Form – PF-406 shall be submitted within two weeks of final termination of employment through the proper chain of command to the designee of the Police Chief.

c. Communications Center

- i. The Communications Center shall immediately notify the shift commander of personnel working off-duty in a police related position. This information shall include:
 1. Radio number.
 2. Permanent ID number
 3. Location of employment
 4. Hours of employment
 5. Vehicle number
- ii. The Communication Center shall keep a permanent record of all off-duty information provided to them and shall print a list of such information every night at midnight to be forwarded to the designee of the Police Chief.

d. Supervisor notification

- i. An on-duty patrol shift supervisor shall be notified immediately of any incident requiring official police action.
- ii. Any police action required of an officer working in an off-duty position shall change the status of the position to that of an on-duty position.
- iii. Any officer involved in circumstances that change the status of a position to on-duty shall complete proper forms for overtime compensation.

e. Length of tour of off-duty employment

- i. No officer shall accept off-duty employment for a period of time that would reduce their alertness and/or effectiveness as a law enforcement officer to a point where they present a danger to themselves or others.
- ii. It shall be the responsibility of the immediate supervisor (i.e., sergeant for police officers, lieutenant for sergeants) to determine if their subordinates are fit for duty.
- iii. When this issue is raised, the officer making the determination shall take into consideration the total on-duty and off-duty hours that have been worked within the last sixteen (16) hours.

- iv. The shift command supervisor shall be vested with authority to immediately terminate any duty the officer may be assigned at the time such determination is made.
- v. If the violation occurs while an officer is working off-duty, the shift command supervisor shall attempt to make arrangements for a replacement officer to finish the tour of duty in question.
- vi. The shift command supervisor shall file a Report to the Chief through the chain of command for review and final determination of what disciplinary actions may be taken toward the officer.

f. Inappropriate requests

- i. Any officer receiving an attempted request for action by an off-duty employer which the officers feels is inappropriate, (i.e., off-duty employer asks the officer to do something that should not be done as a police officer) shall submit a letter to the Police Chief.
- ii. That letter shall detail the circumstances, location and name of the off-duty employer.

ARTICLE 25 LIFE INSURANCE

- 25.1 The Employer will provide a basic life insurance of \$10,000 for employees covered by this agreement.

Additional life insurance is optional for employees covered by this agreement and their dependents.

- 25.2 The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any “out-of-pocket” amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.
- 25.3 The Union will be notified of any change in the insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article.

ARTICLE 26 INJURY-IN-LINE-OF-DUTY/DISABILITY BENEFITS

- 26.1 **Compensation for Job – Incurred Injury or Illness**

A. General

The State of Florida has a Worker’s Compensation statute to which the City of Pensacola adheres. The purpose of this coverage is to provide some degree of payment to those employees who become temporarily or permanently disabled due to illness or injury incurred on the job. The following rules will serve to delegate responsibility for proper handling of all such cases, claims, and relevant forms.

In compliance with the Federal Americans with Disabilities Act, the Family Medical Leave Act, and other applicable federal and state laws, each employee injured in a job-related accident will be assured of their job when released to return to duty. If the employee is unable to return to their normal job, every reasonable effort will be made to ensure that the employee will be placed in another position within the City structure commensurate with their physical limitations.

Upon injury or illness and filing of the First Notice of Injury or Illness report where lost time from work or medical expenses are incurred, a letter will be sent to the injured employee notifying the employee that in the event they are unable to resume their usual duties due to physical limitations from the injury or illness, every reasonable effort will be made to ensure that they will be placed in another position within the City structure commensurate with their physical limitations.

B. Report of Injury and Examination

Each incident involving bodily injury sustained on the job by a City employee shall be reported to the employee's supervisor during the course of the shift in which the accident occurred. The employee shall be referred to the City Clinic where a preliminary examination will be made and the Injury or Illness Report is initiated. A copy of this report shall be returned immediately to the employee's supervisor and the Human Resources Department. In cases of severe injury or extreme emergencies the injured employee should be taken to the nearest hospital emergency room and the supervisor should notify the City Clinic.

If in the opinion of the nurse or physician the injury requires more advanced or specialized treatment, the employee will be referred to the physician chosen by the City. The attending physician upon examination shall then determine, in conjunction with the City Physician:

- (1) the need for further examination or treatment,
- (2) the extent to which the employee may work,
- (3) the need for loss of time from work for treatment, rest, hospital care, or a combination of these.

The City Clinic shall keep the employee's supervisor informed as to the condition of the employee and estimated length of time that the employee will be off duty. Where loss of time from work is indicated, the City Clinic, with assistance from the Human Resources Department, shall arrange for continuation of proper medical care and supervision. The City Clinic must approve all time off from work.

When transitional duties or accommodations are indicated or appropriate, these shall be arranged by the City Clinic, the supervisor, and/or Department Director with approval of the Human Resources Director. If the employee is unable to return to their normal duty due to physical limitations set forth by their physician, in accordance with the Americans with Disabilities Act, every reasonable effort will be made to ensure that the employee will be placed in another position with the City structure that accommodates their physical restrictions.

In all cases, the City Clinic shall arrange for the initiation of proper State Compensation forms as required (these are mandatory in all cases regardless of loss time or incurrence of medical expense).

C. Temporary Total or Temporary Partial Disability

All time off work due to a job-related injury/illness must be approved by the City Physician/City Nurse.

If loss time is incurred, continuation of salary under Florida Statute requires that a compensable injury or illness be paid for at the rate of 66 2/3 % of the employee's average earnings to a maximum as established by the State. However, the City will compensate in the following manner for each temporary total or temporary partial disability caused by an initial on the job injury. In determining the period of time listed below, all absences shall be cumulative calendar days.

- (1) The injured employee may be paid 100% salary for no longer than ninety (90) day, without using accumulated leave.
- (2) During the above ninety (90) day period of 100% compensation, the employee will receive all workers' compensation monies and those amounts will be deducted from the employee's normal salary.
- (3) After the ninety (90) day period, an employee may at their option use up to thirty (30) days accumulated PTO leave. The employee will then keep their Worker's Compensation checks without further payroll deductions. To qualify for compensation from the City funds, the employee must present sufficient evidence of their disability and the City Physician shall determine the eligibility of such claims. At the end of the ninety (90) day loss time period for an "on-the-job" injury, when no other leave is available, the employee must return to full active duty or be placed in another position within the City structure that is commensurate with their physical restrictions. This is to be determined by the City Physician, in conjunction with the Human Resources Director.
- (4) At the end of the ninety (90) day period, plus the expiration of accumulated PTO leave, used at the employee's option, an employee must have returned to work in his/her normal duty or other duty within the City structure commensurate with their physical restrictions. It is the intent of this section that no employee shall remain off work and be on the regular payroll for any more than ninety (90) days, plus a maximum of thirty (30) days of accumulated PTO leave due to an on-the-job injury.

D. Recurring Injuries

For recurring complications relevant to a particular previous lost-time injury following a return to active duty, the City of Pensacola will begin compensation as of the first day of the recurrence provided the employee has reported such on the first day of the recurrence to the City Clinic, and the City Physician or City Clinic has given authorization for leave.

26.2. Disability Benefits

Any alleged violation(s) of this article are not subject to the grievance/arbitration procedure but through competent court of jurisdiction.

26.3 Return to duty examinations

If the city requires an employee to be examined by a doctor chosen by the city, the city will agree to reimburse the employee the total cost of the examination if the employee is not covered by health insurance. If the employee is covered by health insurance the city will agree to reimburse the employee the employee's co-pay.

ARTICLE 27 PERSONAL TIME OFF (PTO) LEAVE

27.1 Leaves of absence.

(1) Purpose.

Personal time off (PTO) is established for the purpose of providing employees leave for a variety of reasons such as vacation, personal business, illness, medical or dental appointments, and family. It replaces leave formerly known as sick and annual leave.

(2) Employee responsibility.

Employees are required to arrange and obtain prior/advance approval of personal time off leave. In the case of illness, supervisors can consider same day request.

- a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the city clinic stating:
 1. The nature of illness or injury;
 2. That the employee was incapacitated for work for the duration of his absence;
 3. The employee is physically able to return to work and perform his duties;
 4. That the employee has no contagious disease, which would jeopardize the health of other employees.
- b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the city clinic concerning any illness or injury beginning with the first day of absence.
- c. If an employee is absent and an excuse is felt necessary, an activity head or department director may request the city nurse to verify the reason for absence.

(3) Record keeping.

No employee will be granted personal time off leave unless the time requested has already accrued prior to the leave period. Personal time off leave request shall be for a period of not less than one (1) hour and shall be in increments of not less than one (1) hour.

(4) Accrual of time.

Employees covered by this agreement will be credited twenty-four (24) hours personal time off for each month of service. Hours of PTO leave will be available for immediate use as soon as accrual has been posted. Upon leaving the service of the city, if the employee has less than ten years of service, the PTO payout will be calculated at twenty-five percent (25%) of the employee's leave balance. After the employee reaches ten (10) or more years of service, the payout percentage will be calculated in accordance with the payout schedule on file in the office of the city clerk, as approved by city council.

(5) Separation from service.

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid a percentage of their personal time off (PTO) leave based on their accumulation and years of service. In no case shall an employee be paid against whom disciplinary action is being taken or is otherwise leaving city employment not in good standing. All leave paid to employees of the city shall be in accordance with the payout schedule, as approved by the city council and on file in the office of the city clerk. Such schedule may be modified from time to time upon approval by the city council by motion, resolution or ordinance.

ARTICLE 28 LEAVE SHARING

28.1 A leave sharing program is hereby established for all classified civil service and administrative professional, non-civil service appointed employees. The Mayor or designee shall establish the procedure by which the Human Resources Director shall administer the leave-sharing program. This leave-sharing program shall be administered in keeping with the area practices and within the financial limits as set forth by the council. Unless otherwise provided for by the council or by law, shared personal time off (PTO) leave of more than 30 days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions, deferred compensation(s), longevity and other benefits.

A. Scope and Purpose

The leave sharing program will allow employees to donate unused Personal Time Off (PTO) leave to co-workers who are seriously ill or have family members who are ill, and have exhausted their own leave.

This leave-sharing program operating on a case-by-case donation basis encourages employees with unneeded leave to donate leave to employees coping with personal tragedy.

B. Eligibility

The employee requesting donations of leave must have:

1. worked for a minimum of six (6) months; and
2. exhausted all earned leave.

C. Leave Use

Request for leave can be made for:

1. the employee's own serious health condition as defined by the federal Family and Medical Leave Act, or
2. the serious health condition of a family member, defined, as spouse, children, stepchildren, parent, stepparent, brothers, sisters, stepbrothers, stepsisters, mother in law, father in law, grandparents, grandchildren, aunt or uncle.

D. Leave Donation Restrictions

Employees can donate up to half the leave they have nine (9) months donated leave, donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and cannot be used retroactively.

E. Administration

An employee donating leave must complete a leave transfer form (PF-306) and turn the form into the Human Resources Office for verification of leave balance. This form will be forwarded to the Finance Department for processing. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

F. Tax Treatment

Employees who donate leave are not subject to any taxes because of their donation. However, employees who receive donated leave are subject to regular income tax and it will be reported as income.

ARTICLE 29 FUNERAL LEAVE

- 29.1 Employees may be granted time off without loss of pay to attend the funeral of an employee of the Police Department so authorized by the Police Chief or designee.
- 29.2 At the time of a death of a member of the employee's immediate family, an employee may be granted up to three (3) days off without loss of pay as bereavement leave, not otherwise chargeable. The term, "immediate family", as used in this section, shall mean an individual's spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-parent, step-children, and other relatives who permanently reside with the individual. Special consideration may also be given by the Police Chief to any other person who has had a close, long-standing, personal relationship with the employee where such a person acted similar to and/or stood in the place of a mother, father, brother, sister, or grandparent of the employee.

ARTICLE 30 MILITARY LEAVE

- 30.1 Military leave will be considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

A. Extended Military Leave

Persons will be granted extended military leave will forfeit all employee benefits while on active duty, but will be accorded reinstatement or reemployment privileges, as required under and in accordance with Florida Statutes 295.095 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.
- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Human Resources Department within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Human Resources Director within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when

the pension law is complied with. Time spent on extended military duty shall count for longevity purposes and without loss of vacation leave, pay, time, or efficiency rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.

- (5) Employees on extended military leave are entitled to two hundred forty (240) hours at full pay in any one annual calendar period. In addition, per each military activation the City will:
 - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.
 - (b) Continue all other employee benefits such as time accrual for purposes of annual, sick, (band personal time off leave, annual increments, longevity and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

B. Military Leave for Training Purposes

- (1) Section (1) of Florida Statute 115.07 requires the City to grant leaves of absence to City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating. This leave is required on all days during which the City employee is engaged in training ordered under the provisions of the United States military or naval training regulations regardless of whether they are assigned to active or inactive duty.
- (2) Effective July 1, 2010, Florida Statute 115.07 gives a maximum period of 240 hours in any one annual calendar year period for this type of leave of absence. Administrative leaves of absence of periods in excess of 240 hours are to be without pay.
- (3) Employees requesting leave under these provisions must submit a verified copy of their notification for duty with completed Personnel Leave (PF-301) or (PF 300), to their Department Director at least two (2) weeks in advance.

ARTICLE 31 HOLIDAYS

- 31.1 Employees in the bargaining unit shall observe those days established by this Agreement and Council Ordinance which consist of the following:

January First (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Last Monday in May (Memorial Day)
July Fourth (Independence Day)
First Monday in September (Labor Day)
November Eleventh (Veterans' Day)
Fourth Thursday in November (Thanksgiving Day)
Day after Thanksgiving (Day after Thanksgiving Day)
December Twenty-Fifth (Christmas Day)

- 31.2 When any employee is required to work on a day observed as a holiday pursuant to Section 31.1, the employee shall be paid one and one-half the regular rate of pay for the time worked.
- 31.3 Employees required to work on a holiday shall receive an alternate day off, of the employee's choosing, as work schedule permits. This "alternate" day must be taken within twelve (12) months of the date it was granted. It cannot be carried over nor can the employee be compensated if the "alternate" holiday is not taken.
- 31.4 In addition to the above named fixed holidays, the City of Pensacola allows each employee to observe two working days per calendar year as personal holidays; however in the first year of employment individuals who start working during the months of January, February, and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year. Personal holidays may be scheduled on days of the employee's choice, subject to the approval of the employee's respective supervisors and the Police Chief. The Police Chief retains the right to adjust the schedule based on work requirements. The holiday must be taken as a whole day.

Personal holidays must be taken during the calendar year and cannot be carried over from one calendar year to the next nor be paid for if not taken.

Anniversary Day.

- 31.5 Employees shall receive one day of leave at the completion of each five (5) year-interval of service (i.e. 5, 10, 15, 20, etc.) The anniversary day must be taken within one year of reaching the milestone anniversary or the day will be forfeited.
- 31.6 If the majority of the employee's work shift falls on a holiday, that employee will be compensated for the entire holiday.

ARTICLE 32

HOURS OF WORK AND OVERTIME PAYMENT

32.1 Purpose of Article

The purpose of this Article is to define hours of work; however, nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time except as may be specifically provided herein. It is understood and agreed that the Pensacola Police Department is a twenty-four (24) hour, seven (7) days per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of manpower to suit the needs and requirements of the Office of the Chief, provided that contract requirements regarding notification and overtime will be met.

32.2 Work Period

The work period for bargaining unit members covered by this Agreement shall be a period of twenty – eight (28) consecutive days which may begin on any day of the week and the regular work schedule during that period shall consist of one hundred sixty (160) hours.

32.3 Overtime Pay

- (A) **Overtime based on time worked in work period** -- Bargaining unit members covered by this Agreement shall be compensated at time and one-half for all hours worked in excess of one hundred sixty (160) hours in a work period except as otherwise provided in the Agreement. It is understood and agreed by the parties that any specific provisions of this Agreement providing for payment of overtime will supersede this Section 32.3 (A).
- (B) **Overtime for more than 16 hours of work per day** -- Double time shall be paid for all hours worked in excess of sixteen (16) hours in a continuous work shift.
- (C) **Special Overtime Pay** – Shall be overtime hours that are paid at 1 ½ times the normal rate of pay for wages and is not subject to being reduced by the number of hours worked in a pay cycle. Special Overtime pay will include overtime worked but shall exclude shift overage, court time, and hours worked for department sponsored activities or demonstrations (for which comp time is currently granted.)
- (D) **Compensatory Time** -- Bargaining unit members may accrue up to four hundred eighty (480) hours of compensatory time at the discretion of the Chief. Once this maximum amount of compensatory time is reached, compensation for additional overtime hours worked shall be in the form of cash payments. Compensatory time shall be earned at the same rate it would have been paid had cash payment been received.

32.4 Meal Periods

- (A) Employees on shifts will be provided a meal period when the workload permits.

- (B) The normal daily work schedule for all other employees covered by this Agreement shall have a meal period not to exceed thirty (30) continuous minutes when the workload permits.

32.5 Authorization for Overtime Required

No employee may authorize overtime for themselves but shall be entitled to receive overtime as appropriately authorized by their supervisor.

32.6 Off Duty Call with Assigned Vehicle

Notwithstanding the provisions of Section 32.3 (A) when an officer assigned a vehicle on a permanent basis is off-duty and is required to handle a call by a designated supervisor said employee shall be paid at the regular rate unless such duty required that officer to work in excess of one hundred sixty (160) hours in the twenty-eight (28) day work period, in which case Section 32.3 (A) shall apply.

- 32.7 The **Employer** agrees that it will comply with all provisions of the Fair Labor Standards Act. Provided, however, that any arbitration decision alleged to be contrary to law may be appealed to the judicial system.

32.8 Regular Hourly Rate of Pay for Overtime Calculations

For the purpose of calculating overtime, the regular hourly rate of pay is defined by FLSA.

- 32.9 When the Chief of Police mobilizes the department emergency operations procedures, per Pensacola Police Department General Order H-1, employees of the bargaining unit will be compensated at an overtime rate of pay for all hours mandated to work during the duration of their emergency operations schedule.

**ARTICLE 33
COMPENSATION FOR COURT RELATED MATTERS**

33.1 Duty Related Court Appearances

(a) Payment for Off-Duty Court Appearance

- (1) When an off-duty employee is subpoenaed to court or other proceedings for testimony or by the State Attorney, Public Defender or Private Attorney, for pre-trial conference or deposition arising from duties performed as a Pensacola Police Officer, he/she will be compensated in the following manner:
- (A) For all off-duty employees on regular day off or approved leave, a three (3) hour compensation will be credited for an appearance on any given calendar day, or actual time, whichever is greater.

(b) **Payment for Court Appearance Before or After Duty**

- (1) Personnel who are attending court or other proceedings arising out of the course of their official duties, three (3) hours or less before their scheduled tour of duty, shall receive compensation for a minimum of three (3) hours or actual time, whichever is lesser.
- (2) Personnel attending court or other proceedings after tour of duty shall be compensated a minimum of three (3) hours or actual time, whichever is greater.
- (3) If there is no lapse between appearances, it shall be treated as one appearance.

**ARTICLE 34
WAGES**

34.1 Pay Range

The pay range for sworn Crime Scene Analyst I shall be a minimum of \$26,436.80 and a maximum of \$33,196.80 (pay grade P-01). Starting pay of sworn Crime Scene Analyst I will begin at \$27,040.00.

- i. On October 1, 2021, the pay range for Police Officers and sworn Crime Scene Supervisors and Analyst IIs shall be a minimum of \$43,014.40 and a maximum of \$70,012.80;
- ii. On October 1, 2022, the pay range for Police Officers and sworn Crime Scene Supervisors and Analyst IIs shall be a minimum of \$44,012.80 and a maximum of \$70,012.80;
- iii. On October 1, 2023, the pay range for Police Officers and sworn Crime Scene Supervisors and Analyst IIs shall be a minimum of \$45,011.20 and a maximum of \$70,012.80;

34.2 Wages

Members of the Police Officer's bargaining unit shall receive wage adjustments as follows:

- i. October 1, 2021: All currently employed bargaining unit employees will receive a six percent (6%) wage increase to their base pay (or a base salary of \$43,014.40, whichever is greater) up to the maximum cap of \$70,012.80. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 6% pay increase exceeding the maximum cap as a one-time bonus.
- ii. October 1, 2022: All currently employed bargaining unit employees will receive a four percent (4%) wage increase to their base pay (or a base salary of \$44,012.80, whichever is greater) up to the maximum cap of \$70,012.80. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 4% pay increase exceeding the maximum cap as a one-time bonus.

- iii. October 1, 2023: All currently employed bargaining unit employees will receive a four percent (4%) wage increase to their base pay (or a base salary of \$45,011.20, whichever is greater) up to the maximum cap of \$70,012.80. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 4% pay increase exceeding the maximum cap as a one-time bonus.

34.3 Senior Officer Pay Program

- 1) Members of the Police Officer's bargaining unit shall be eligible for senior officer premium pay of 5% of base salary. This senior officer premium pay shall be regarded as compensation for the computation of Police Pension and Medicare, no other benefits will be paid except as may be required by Federal or State Law. No other benefits will be paid (including the plans created by Chapter 9-6, Article I of the City Code). This pay will be utilized in the hourly overtime calculation rates.

To be entitled to this senior officer premium pay, members of the bargaining unit must have reached each of the following employment milestones of continuous service as a police officer with the City and completed the educational requirements as outlined below.

- a. 10 years of service and 200 hours of Law Enforcement related continuing education courses
 - b. 15 years of service and 120 hours of additional Law Enforcement related continuing education courses
 - c. 20 years of service and 120 hours of additional Law Enforcement related continuing education courses
- 2) Senior Officers shall be identified by the hash marks displayed on their long sleeve uniform shirt.

34.4 Starting Salary of New Police Officers.

New Police Officers, Sworn Crime Scene Analysts I, and Sworn Crime Scene Analysts II normally will be employed at the minimum pay of the range. However, where higher beginning pay is required in order to be competitive in the recruitment process, an employee may be employed at a higher pay within the range, not to exceed the maximum of the range. Payment of a higher rate of pay within the range must be recommended by the Police Chief and approved by the Human Resources Director and the Mayor or designee.

34.5 Promotions

A promotion in the classified service occurs when there is a change in an employee's title and the employee is elevated to a pay range for which the minimum pay is higher than the minimum pay in the range currently held. A promoted bargaining unit member will receive a ten (10) percent pay increase, not to exceed the maximum pay of the range. Provided that the maximum pay for the range is not exceeded, the Mayor or designee may grant a pay increase over ten (10) percent upon the recommendation of the department director and Human Resources Director.

34.6 Demotions

A bargaining unit member demoted or reduced to a lower class shall be placed in the hourly rate held prior to the promotion, or shall receive a ten (10) percent reduction in salary, whichever wage provides the higher salary. Any other reduction in pay will be upon the recommendation of the director of human resources and approved by the Mayor or designee. In any case the reduced salary is not to exceed the minimum or maximum of the class range.

34.7 Working-Out-Of-Classification

Bargaining unit members working temporarily in a higher class for more than fifteen (15) calendar days may be paid out-of-class differential pay. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when such vacancy has resulted from illness, an on-the-job injury or a job vacancy. Such differential pay shall begin only after the employee has performed the complete duties for fifteen (15) consecutive calendar days and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the fifteen (15) consecutive calendar day period has been completed. The fifteen (15) consecutive calendar days must be worked within the span of fifty-two (52) weeks from the first day of duties performed in the higher classification in order for the employee to be eligible for the differential pay. Out-of-class differential pay shall be the difference between the employee's regular wage and then to which the employee would initially be entitled should they be promoted to said higher class. Out-of-class differential shall be paid with the employee's regular compensation and subject to the same benefits as the regular compensation. Complete records of such out-of-class differential work shall be submitted to the Human Resources Department within two (2) weeks of having performed such work, on forms furnished by that department. The Police Chief shall be responsible for judicious observance of this section.

34.8 Salary Incentive Pay, Shift Differential Pay, Specialized Duty Pay

The Mayor or designee is hereby authorized to pay the supplemental compensation as outlined in this section. These payments shall be made bi-weekly and shall be considered a non-salaried supplement, and will not be utilized in the calculation of pensions, deferred compensation or other fringe benefits. The Police Chief shall be responsible for judicious observance of this section. No pay hereunder shall be granted unless approved by the Mayor or designee after recommendation by the Human Resources Director.

- (1) To bargaining unit members assigned to work night shifts as designated by the Police Chief an amount equal to a five (5) percent increase.
- (2) Police Officers assigned to the positions listed in this section shall receive an amount equal to a five (5) percent increase:
 - a- Detective
 - b- FTO
 - c- K-9
 - d- V & N

- e- Polygraph
- f- OIC
- g- Traffic Homicide
- h- DARE (Effective 10/1/04)
- i- SRO (Effective 10/1/05)

34.9 Canine Care.

Police Officers assigned to canine duty shall receive seven (7) hours per twenty-eight (28) day cycle of overtime pay. These seven (7) hours are for routine K9 maintenance only. Any additional hours spent on care will be compensated at the overtime rate of pay provided it is documented and approved by the Police Chief.

34.10 Merit Pay.

For the Term of this Collective Bargaining Agreement, final performance evaluations will be conducted annually, as determined by the Pensacola Police Departments' evaluation cycle feedback milestones. Specific due dates, Performance Evaluation form(s), and instructions will be disseminated by the Police Chief. The Police Chief has the final authority to approve final performance ratings and the decision is not grievable.

The Summary score is based on the rating points in each section and is included as the final summary score section of the performance management evaluation rating process that will be electronically submitted to Human Resources for processing at the end of each Fiscal Year. To be eligible for a merit pay increase, new employees must have successfully completed their one (1) year probation period.

The final summary score will be used to determine qualification for a merit pay increase and the level of any merit pay allocation (see chart below):

<u>Summary Rating</u>	<u>Point Range</u>	<u>Merit Increase Recommended</u>
Exceeds Expectations (E)	3.50 – 5.00	2% Merit Increase
Meets Expectations (M)	2.50 – 3.49	1% Merit Increase
Does Not Meet (DNM)*	0.00 – 2.49	0% Merit Increase

*NOTE: An employee who was rated DNM, but successfully completed a Performance Improvement Plan (PIP) after the ninety (90) day evaluation period that results in a revised score of two and one half (2.5) or higher, may earn a merit increase of up to 1% retroactive to the date the employee would have normally received the merit adjustment. Anyone subject to formal disciplinary action (i.e., Suspension w/o pay, or Demotion) during the rating period will not be eligible for a merit increase greater than 1%. The Police Chief has the discretion to determine whether to recommend merit pay adjustments, to include instances of a PIP or Formal Discipline, to Human Resources.

The effective date for merit pay increases will be beginning October 1, 2021, and on each following October 1st through to October 1, 2023 respectively. **See the PPD G.O. J-6 Performance Evaluations for details.** Any changes made to the provisions of the Merit Performance Plan will be conferred, in advance, with FOP-Police Officers bargaining unit.

Additionally, should the Merit Performance Plan be discontinued for any reason, the annual eligibility and funding for up to 2% increase each October 1st will continue during the term of this Agreement.

ARTICLE 35 PENSIONS

35.1 Pension Rights.

1. Effective January 1, 2013 the existing Police Pension Plan will be closed to all new hires; All new hires after January 1, 2013 and all existing officers will be given the option to participate in the Florida Retirement System.
2. Effective January 1, 2013, for those employees who elect to remain in the existing Police Pension Plan, contributions will increase from .5% to 1.5% starting on 1/1/2013, from 1.5% to 3.5% starting on 10/1/2013 and from 3.5% to 5.2% starting on 10/1/2014.
3. On January 1, 2013, contributions to the Social Security Replacement Plan will be changed from mandatory to optional. However, the employee may elect to continue to contribute a portion of pay into the Social Security Replacement Plan, and if so, the City will continue to match up to 6.7%. (This Paragraph does not apply to those employees in the DROP before January 1, 2013).
4. Effective January 1, 2013, employees eligible to participate in the Deferred Retirement Option Program ("DROP") will receive 1.3% interest and will not receive any Cost of Living Adjustment on their Retirement benefits during the period in which they are enrolled in DROP.
5. Effective January 1, 2013, the spousal benefit in the existing Police Pension Plan will be modified to conform to the same spousal benefits offered in the Florida Retirement System. (This Paragraph will not apply to employees who have 20 or more years of service on January 1, 2013).
6. Effective January 1, 2013 the vesting period for the Police Pension Plan will increase from 10 years to 12 years.
7. All new retirees after January 1, 2013 will receive up to a 3% Cost of Living Adjustment for 10 years after retirement. After 10 years, the Cost of Living Adjustment increase will decrease to up to 2% for the life of the retiree (and spouse, if applicable). This COLA shall be calculated in the same manner as the existing Police Pension Plan. This Paragraph does not apply to any employee who retires prior to January 1, 2013 or those employees enrolled in DROP prior to January 1, 2013.
8. Effective January 1, 2013 pensionable income will be calculated on the employee's base pay with no overtime. Overtime which has already been earned on the date of ratification will be used toward calculating average final earnings.

9. For future service, average final compensation will be changed to the average of the last 5 years of compensation for those who retire after January 1, 2013, (This Paragraph will not apply to employees who have 20 or more years of service on January 1, 2013).
10. Members of the bargaining unit hereby acknowledge and agree that those members who have become participants in the Florida Retirement System are governed by the provisions of the Florida Retirement System. The Florida Retirement System supersedes any provisions in conflict as listed in this agreement.
11. Pursuant to Florida Statute 185.35 the Police Officer's Retirement Fund will provide for a 401 Defined Contribution Plan within the Police Officer's Retirement Fund.
12. Pursuant to Florida Statute 185.35 mutual consent is required for deviations from the default rules on the use of premium tax revenues. The Police Officer's Retirement Fund states the following use of the insurance proceeds in Section 9-5-21(a)(1). "Prior to January 2, 2013, the net proceeds of any excise or license tax under F.S. § 185.08, as amended, imposed by the City or the State of Florida upon certain casualty insurance companies on their gross receipts of premiums from holders of policies , which policies cover property within the corporate limits of the City. Such revenue shall first be used to fund the benefit increase provided in subsection 9-5-23(a)(ii)(a) and (b), and then any remaining revenue shall be used for the remaining benefits of the plan. If the receipt of this revenue is not sufficient to pay all benefits of the plan, nevertheless, all of the plan benefits shall be paid;" As a part of the contract both parties mutually consent to use the insurance proceeds and any accumulated insurance proceeds balance (reflected in the Police Officer's Pension Fund actuarial valuation) as stated in this paragraph.
13. For the purpose of estimating an employee's pension benefit bargaining unit members can request the City to calculate their estimated pension benefit twice within five years of retirement at no cost to the employee.

ARTICLE 36 PROMOTIONS

36.1 Promotional Procedures Overview.

The City will continue to follow the status quo concerning the promotional process as outlined below.

When a vacant position is to be filled by promotion within the Police Department, through competitive examination these procedures will be followed:

A promotional eligible list will be certified that contains the names of the top five (5) applicants and ties, having the highest total exam score. Any person on the list is eligible for promotion. If a promotional register contains less than five (5) names and an additional examination is requested, successful examinees will be listed in order behind the existing names on the promotional register. If qualifications substantially change, a register may be cancelled and a new register established. A new register requires a new application and examination of each applicant.

All persons within the department who meet the minimum qualifications may apply and take a promotional examination. When a position is announced, a job bulletin will be distributed and open for a minimum of five (5) working days prior to the application deadline. Applicants must apply by the application deadline and supply necessary records, licenses, certificates, transcripts, etc.

Examinations will be practical and objectively measure the relative capabilities of the applicant to perform the target position. The examination process may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, assessment centers, psychological tests, or other accepted assessment, or any combination thereof. Examination components may be weighted, but will total 100%.

Passing scores are required on a promotional examination before an employee is eligible for promotion. When a passing score is attained, the total examination score may be augmented by veteran preference points (per Florida statutes), education points, and seniority points as defined below.

Eligible registers are in effect for one year, unless extended by request of the appointing authority.

Definitions

Eligible - A person who has properly made application, met the requirements of a position, and passed the exam process and is qualified to be placed on a list of qualified applicants.

Promotional Eligible List - A list of names taken from the eligible register, of the top five (5) candidates and ties. Names are listed in rank order according to their final examination score.

Promotional Eligible Register - A register of names of all eligible applicants for a particular position, who have obtained a passing score on the examination process, listed in rank order according to their final examination score.

Score - The final numerical grade attained on any examination process, rounded to the nearest whole number.

Seniority Points - Points added to a passing promotional examination score to arrive at the total score. Points are computed on the basis of one-half (0.5 or 1/2) point for each full year of service within the employment of the City in a related field or activity. Seniority points will be limited to a maximum of 10 points.

Educational Points – Points added to a passing promotion examination score to arrive at the total score. Points are computed as follows: Associates Degree – one-half (1/2) point, Bachelor's Degree – one (1) point, Master's Degree – two (2) points.

ARTICLE 37 FOP ACTIVITIES

- 37.1 The **Employer** will grant four hundred (400) hours annually for use as **F.O.P.** Pool Time. The total Pool Time may exceed four hundred (400) hours by employee contributions to this Pool.
- 37.2 This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at **F.O.P.** functions. Approval of such time shall be authorized by either the **F.O.P.** President, First Vice-President, Second Vice-President, or Secretary. Time will be charged in increments of one (1) hour. The **F.O.P.** may rollover not more than a total of four hundred (400) unused hours to a subsequent contract. The employee that is to be off shall furnish an authorized request from the **F.O.P.** to the Police Chief for approval. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

ARTICLE 38 BULLETIN BOARDS

- 38.1 The **Employer** agrees to provide space for the **F.O.P.** to erect, at the **F.O.P.**'s expense, one glass enclosed bulletin board, not to exceed thirty-six (36) inches by thirty-six (36) inches, in close proximity to the patrol line-up room. The precise location of the bulletin board shall be approved by the Police Chief.
- 38.2 The bulletin board shall be used for posting **F.O.P.** notices, signed by the **F.O.P.** President or his designee, but restricted to:
- A. Notices of **F.O.P.** meetings.
 - B. Notices of **F.O.P.** elections and the results of such elections.
 - C. Notices of **F.O.P.** recreational or social affairs.
 - D. Notices of **F.O.P.** appointments.
 - E. Minutes of **F.O.P.** meetings.
 - F. Notices by public bodies.
 - G. Reports of **F.O.P.** committees.
 - H. Rulings and policies of the **F.O.P.**
- 38.3 All costs incidental to preparing and posting **F.O.P.** materials shall be borne by the **F.O.P.** The **F.O.P.** is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition. None of the posted material shall be derogatory in any manner of the **Employer**, its managers, officers, agents and employees, and prior to any material being posted, copies of all material shall be submitted to the Police Chief.
- 38.4 The **Employer** can remove any document not in compliance with Section 38.2.

**ARTICLE 39
SPECIAL MEETINGS**

- 39.1 The **Employer** and the **F.O.P.** agree to meet quarterly and confer on matters of mutual interest. An agenda shall be submitted prior to the meeting. Discussion shall be limited to matters set forth in the agenda or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. The **F.O.P.** shall have the right, at these special meetings to recommend to the **Employer** corrections to any inequities known to the **F.O.P.**

**ARTICLE 40
HURRICANE TRAVEL TEAM**

- 40.1 When the team is deployed for a time period exceeding ten (10) days, a day off will be granted for each ten (10) day period deployed. This time shall be granted to the member upon completion of the team deployment.
- 40.2 When the team is deployed all rights and liabilities of each team member will be carried by the member's agency during time being deployed as if the member was working with the member's jurisdiction.

**ARTICLE 41
PRINTING OF AGREEMENT**

- 41.1 The City will make copies of this Agreement available electronically via the Internet and Intranet.

**ARTICLE 42
ENTIRE AGREEMENT**

- 42.1 This Agreement constitutes the entire agreement between the Employer and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If, at any time during the term of this Agreement, the parties arrive at an agreement, which adds to, deletes, or waives any of the terms of the Agreement, it will be reduced to writing and signed by both parties.
- 42.2 This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

**ARTICLE 43
SEVERABILITY**

43.1 In the event that any Article or provision of this Agreement is found to be invalid or unenforceable by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such decision, the **Employer** and the **F.O.P.** agree to immediately commence impact bargaining.

**ARTICLE 44
TERM OF AGREEMENT**

44.1 This agreement shall be in full force and effect from October 1, 2021 through September 30, 2024.

44.2 If proper notice has been given by either party pursuant to 1.1, but no new or successor agreement has been reached, then this Agreement will stay in effect until a new contract is ratified.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized

FOR THE CITY OF PENSACOLA

FRATERNAL ORDER OF POLICE

Grover C. Robinson, IV, Mayor

Mike Harmon, Representative
Florida State FOP

Rob Larkin, Esq

Pat Burns
FOP Lodge 71, President

Heather Lindsay, Esq

Robert Lindblom
FOP Lodge 71, Labor Committee

Rod Powell
Labor Relations Officer

ATTEST:

City Clerk

THE DATE OF RATIFICATION OF THIS CONTRACT IS:

ATTACHMENT A

Mission Statement

In our on-going quest to improve community relations and relations within the Pensacola Police Department, we have created the following Mission Statement, followed by our Vision and Core Values concepts:

The Pensacola Police Department is committed to providing professional, efficient and courteous service to the public. Officers shall strive to improve the quality of life by enforcing laws in a fair and impartial manner while encouraging a spirit of cooperation and mutual trust with the public. Officers and support staff shall have respect for the dignity and rights of all people.

VISION

Employees of the Pensacola Police Department shall, at all times, maintain the highest standards of professional ethics and integrity. All employees shall share a commitment to the philosophy of police and community collaboration. Through community partnerships, we will work together to reduce crime and the fear of crime in order to improve the quality of life for all citizens. We will provide a well-trained workforce and provide fair and professional police service while striving for excellence in everything we do.

CORE VALUES

Courtesy

Pensacola Police Department employees shall be courteous in their encounters with the public.

Integrity

Pensacola Police Department employees shall maintain the highest level of integrity and accountability.

Professionalism

Pensacola Police Department employees shall maintain a workforce atmosphere symbolizing their commitment to the highest standards of professionalism.

ATTACHMENT B

Florida State Lodge Fraternal Order of Police



GRIEVANCE FORM

Name of Employee _____

Classification _____

Immediate Supervisor _____

Date _____

STATEMENT OF GRIEVANCE:

List Applicable Violation

Adjustment Required:

Date _____

Signature of F.O.P. Representative _____

Date Presented to Management Representative _____

ATTACHMENT C



City of Pensacola, FL

Drug Free Workplace Policy

Drug Free Workplace Policy

The City of Pensacola strives to provide a safe environment for both employees and the public. In this regard, the City considers the abuse of drugs and alcohol on the job to be unsafe and counter-productive. Therefore, the City has established a policy regarding the use, possession, and sale of illegal drugs and alcohol at work consistent with Florida Statutes, Section 440.102; Federal Motor Carrier Safety Administration Controlled Substance and Alcohol Use and Testing Program, 49 C.F.R. Part 382; and USDOT Pipeline and Hazardous Materials Safety Administration Drug and Alcohol Testing Regulations, 49 C.F.R. Parts 192 and 199. A complete list of the illegal drugs that will be tested for may be provided through the City Clinic as requested.

It shall be a condition of employment for all employees to refrain from working with the presence of illegal drugs or alcohol in his/her system and to submit to the testing requirements set forth in this policy. Pursuant to the provisions of the Florida Drug-Free Workplace Program requirements, employees found to be in violation of this policy may be denied workers' compensation medical or indemnity benefits under Chapter 440, Florida Statutes.

A. No Discrimination

Employees with addictions are encouraged to participate in an alcohol and drug rehabilitation program. The City will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment while in the employ of the City, provided that the employee has not previously tested positive for drug use and has entered an employee assistance program for drug-related problems or entered a drug rehabilitation program.

Employees assigned to work in a mandatory testing position and who voluntarily enter an employee assistance program or a drug rehabilitation program will be reassigned to a position other than a mandatory testing position if one is available or will be allowed to use accumulated leave or leave without pay while in the program. Employees employed in special risk positions participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special risk position but may be assigned to a position other than a mandatory testing position or placed on leave while the employee is participating in the program; however, the employee shall be permitted to use any accumulated annual leave before leave without pay may be required. The City may require the employee to submit to drug test(s) as a follow up to such program as permitted by law.

B. Procedures

As part of this program, the City will conduct pre-employment drug testing for special-risk or mandatory-testing positions, reasonable suspicion testing, post-accident testing, random testing, and return-to-duty/follow-up testing in accordance with state and federal law. City personnel and contractors shall comply with all of the technical standards, chain-of-custody procedures, confirmation testing, and employee appeal provisions of applicable law pertaining to drug testing of public employees.

All job applicants who have applied for a position with the City of Pensacola and have been offered employment conditioned upon successfully passing a drug test will be scheduled for drug testing, generally conducted at the City Clinic, pursuant to the protocols established by state and federal law pertaining to applicants for special risk occupations.

Prior to testing, each applicant will be provided with a copy of the City's written policy statement on drug testing.

The drug test will be conducted in accordance with the written policy statement and the procedures provided by law, including an opportunity for the applicant to contest the result or provide an explanation to the City when a positive, confirmed test result has been obtained. Employees covered by a collective bargaining agreement may have a right to appeal an adverse decision by the City to the Public Employees Relations Commission or applicable court.

Blood, breath, saliva, and/or urine samples will be given at the Clinic or approved collection facility as designated by the City Clinic. Samples are handled in accordance with State and Federal rules and regulations. Results will be reviewed by a Medical Review Officer (MRO) to assure accuracy. The employee/applicant may consult with the MRO after testing. No physician-patient relationship is created by this program.

If a test is not collectable because of tampering or adulteration, a second test is requested, which will be observed. If a test is rejected because of purposeful adulteration, the employee will be terminated.

Employees will be subject to drug testing when the City has reasonable suspicion to believe that the employee is using or has used drugs in violation of the City's policy where this suspicion is based upon specific and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing will require the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee and it must be confirmed by a second supervisor. The observing and confirming supervisors must prepare written documentation of the facts and circumstances which formed the basis for their recommendation, and a copy of this documentation shall be given to the employee upon request. The original documentation shall be kept confidential as exempt from public records law and must be retained by the City for at least one (1) year. The facts and inferences upon which the recommendation for testing may be made include, but are not limited to, the following:

- Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
- A report of drug use, provided by a reliable and a credible source, which has been independently corroborated
- Evidence that an individual has tampered with a drug test during employment with the City
- Information that an employee has caused or contributed to an accident while at work
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the City's property or while operating the City's vehicle, machinery, or equipment

The selection of employees for random drug testing will be conducted based on a sample drawn

by a computer-generated program operated by an independent third party. The random sample may not constitute more than ten (10) percent of the total employee population. Random drug testing will be conducted as follows:

- when the employee is employed in a position where random drug testing is authorized by law and the position is managerial
- when the employee is employed in a position where random drug testing is authorized by law and the employee is covered by a collective bargaining agreement which authorizes random drug testing
- when the employee is employed in a position where random drug testing is required by law, such as those defined as special-risk positions involving law enforcement and fire protection services, and those requiring commercial drivers' licenses or pertaining to the installation and maintenance of natural gas pipelines

The documentation of a positive drug test result will be placed in an employee's confidential file, the employee will be notified, informed of the result, consequences, and options available. When tested for reasonable suspicion, documentation is placed in the employee's confidential file.

C. Discipline

It is the City's policy to discipline an employee, up to and including termination, who is found to have engaged in the conduct described below:

- utilizing, possessing, or trafficking in any unlawful drug or other substance while on or off duty, or while utilizing any city vehicle or other equipment, or while on any city property.
- refusing to submit to drug testing when properly required to do so pursuant to the protocols of state or federal law.
- providing test results which are verified, confirmed, positive evidence of violation of this policy pursuant to the procedures mandated by the Florida Agency for Health Care Administration.

Moreover, if an employee is found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours, at government functions, or on City property (including in parking lots) the employee is subject to disciplinary action up to and including termination. The use of any over-the-counter products that contain illegal drugs is expressly prohibited. Anyone observing a violation of this policy must report it to his or her immediate supervisor, and that violation is to be reported to the department director.

D. Employee Responsibilities

Physician-prescribed drugs may be taken during working hours; however, the employee must notify the supervisor if the use of prescribed medication will affect the employee's work performance. An employee reporting for work visibly under the influence and who is unable to properly and safely perform required duties will not be allowed to work. Abuse of prescription drugs will not be tolerated and may result in disciplinary action, up to and including termination. Within five working days from receipt of a positive drug test, an employee or job applicant must notify the laboratory of administrative or civil action planned as a result of a positive test. The

employee or applicant may consult with the Medical Review Officer for technical information. An employee or applicant may request, in writing, to have the original specimen retested at another certified laboratory at their expense. The employee can request, in writing, a written report regarding the circumstances for reasonable suspicion testing.

An employee or applicant has the right to contest or explain the results of a positive drug test result, in writing, within five working days of being notified of the positive result.

If an employee is convicted of a violation of a criminal drug statute occurring in the workplace, the employee must notify the City, in writing, no later than five calendar days after such conviction.

To request further information about this policy and applicable procedures based on state and federal law, please contact the City Clinic.

E. Federal Controlled Substances Act

The use by City employees of any illegal drug under federal law, which may not be illegal under Florida law, is prohibited. The use of marijuana by City employees, including medical marijuana, with or without a prescription, is prohibited. A prescription for medical marijuana is not accepted as a valid explanation or defense for an employee's positive drug test result.



Fraternal Order of Police **Florida State Lodge** **Florida State Labor Council**



Mr. Rod Powell,

Regarding the contract negotiations for the police officers at the Pensacola Police Department, a ratification vote was conducted on July 7, 2021. The members have voted to accept the contract as tentatively agreed to. We look forward to signing the agreement after approval by the city council.

Mike Harmon
Fraternal Order of Police



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00558

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

QUASI-JUDICIAL HEARING - AMENDMENT FINAL SUBDIVISION PLAT - AGUADA CREEK

RECOMMENDATION:

That City Council conduct a quasi-judicial hearing on August 12, 2021 to consider approval of an amendment to the final subdivision plat - Aguada Creek

HEARING REQUIRED: Quasi-Judicial

SUMMARY:

The original approved plat matches the deeds of record supplied by the title company. The deeds of record call for West Intendencia Street to be cardinal direction of east and west. The rotation of the plat was created to match the record deeds and this cardinal rotation. The original title company now claims the rotation is incorrect and will not insure the property. Therefore, the builder/developer cannot secure financing to complete the project. The title company says the only remedy is to re-plat the property with a new plat rotation. As such, this amended plat is the item before the City Council.

PRIOR ACTION:

December 14, 2017 - City Council approved the final subdivision plat for Aguada Creek

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/22/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

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

Brad Hinote, City Engineer

Les Odom, City Surveyor

ATTACHMENTS:

- 1) Aguada Creek First Amended June 18 2021
- 2) Quasi-Judicial Hearing Legislation Details (With Text) December 14 2017
- 3) Subdivision Plat Application Aguada Creek dated August 15 2017
- 4) Final Subdivision Plat Aguada Creek dated November 1 2017
- 5) Plat Boundary Survey Aguada Creek dated April 4 2017
- 6) Planning Board Minutes November 14 2017

PRESENTATION: No

A REPLAT OF A PORTION OF LOT 352, BLOCK 1, DONELSON TRACT, SECTION 44, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.

AHI ESTA, LLC
PO BOX 832, PASS CHRISTIAN, MS
PHONE: (601) 951-3981

DESIGNER:
ARCHITECT BRUCE B. TOLLAR, P.A.
607 COTTAGE SQUARE LANE
OCEAN SPRINGS, MS 39564
PHONE: (228) 875-3806

WILLIAM T. BUTLER
PROFESSIONAL LAND SURVEYOR NO. 3774
BUTLER & ASSOCIATES OF PENSACOLA INC.
2420 EAST OLIVE ROAD, SUITE "A"
PENSACOLA, FL 32515
PHONE: (850) 476-4768

**CIVIL & ENVIRONMENTAL
ENGINEER**
TABOR KRAFT, E.I.
2510 14-TH STREET, SUITE 1
GULFPORT, MS 39501
PHONE: (228) 396-0486

The diagram shows a horizontal line labeled "R.W. LINE" intersecting a diagonal line labeled "C2". A vertical dashed line is shown to the left of the intersection, with a dimension of "2.0' OFFSET" between it and the R.W. LINE. At the intersection point, there are two angles: one labeled "(D) 67°25'24\"" and another labeled "(D) 146.57\". To the right of the intersection, along the C2 line, there is a dimension of "(P) 20.00'" and a distance of "17.61'" from the intersection to a point labeled "P.O.B.". Below the P.O.B., there is a dimension of "170.72'" and a label "20' AT&T EASEMENT".

LINE TABLE
COMMON AREAS

L1	(P) N78°49'21"E	102.53'
L2	(P) N115°52'31"E	20.00'
L3	(P) S78°49'21"W	63.75'
L4	(P) S03°05'00"E	89.02'
L5	(P) N86°45'00"E	45.53'
L6	(P) N115°05'00"E	23.13'
L7	(P) S78°45'00"W	128.25'
L8	(P) N115°00'00"W	24.00'
L9	(P) N78°45'00"E	58.00'
L10	(P) N115°00'00"E	66.50'
L11	(P) N78°49'21"E	113.43'
L12	(P) N115°00'00"W	35.65'
L13	(P) S78°45'00"W	80.00'
L14	(P) N115°00'00"W	50.75'
L15	(P) S78°45'00"W	8.00'
L16	(P) S11°05'00"E	72.00'
L17	(P) S78°45'00"W	7.00'
L18	(P) N112°41'W	188.48'
L19	(P) S11°35'44"E	54.13'
L20	(P) S78°45'00"W	16.17'
L21	(P) N115°00'00"E	48.00'
L22	(P) N75°45'00"E	7.00'
L23	(P) N86°45'00"E	56.75'
L24	(P) N03°15'00"W	8.00'
L25	(P) S86°45'00"W	51.00'
L26	(P) N03°15'00"W	8.27'

NOTICE:
THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF
THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE
SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE
PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON
THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

(NEW LEGAL AT CLIENT'S REQUEST)

A PARCEL OF LAND IN BLOCK 1, DUNELSON TRACT, CITY OF PENSACOLA, ESCAMBA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 1, THENCE GO SOUTH 78 DEGREES 45 MINUTES 00 SECONDS WEST ALONG SOUTH SIDE OF SAID BLOCK 1, A DISTANCE OF 25.20 FEET TO THE WESTERLY RIGHT OF WAY OF SPRING STREET (80 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 78 DEGREES 45 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY LINE OF SPRING STREET A DISTANCE OF 113.59 FEET; THENCE GO NORTH 78 DEGREES 45 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY LINE OF SPRING STREET A DISTANCE OF 113.59 FEET; THENCE GO SOUTHERLY ALONG SAID RIGHT OF WAY LINE AN ARC DISTANCE OF 114.39 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 11 DEGREES 35 MINUTES 40 SECONDS EAST ON A TANGENT TO THE CURVE LAST DESCRIBED AND ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 54.17 FEET TO THE POINT OF BEGINNING.

DEED OF EASEMENTS TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY PER OR. BK. 3058, PAGE 536,

201920 EASEMENT
A PARCEL OF LAND IN LOT 352, BLOCK 1, DONELSON TRACT, CITY OF PENSACOLA, ESCAMBA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, CONTAINING 0.01 ACRES, MORE OR LESS, AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 1; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK FOR A DISTANCE OF 188.33 FEET; THENCE WESTERLY DEFLECTING 89°36'33" TO THE LEFT FOR A DISTANCE OF 147.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG AN EXTENSION OF THE LINE LAST TRAVERSED FOR A DISTANCE OF 20.00 FEET; THENCE NORTHERLY DEFLECTING 89°36'33" TO THE RIGHT FOR A DISTANCE OF 20.00 FEET TO THE NORTHERLY LINE OF SAID LOT 352; THENCE DEFLECTING 80°23'27" TO THE RIGHT ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 20.00 FEET; THENCE SOUTHERLY DEFLECTING 89°36'33" TO THE RIGHT FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

20' EASEMENT
A PARCEL OF LAND IN LOT 352, BLOCK 1, DONELSON TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, CONTAINING 0.07 ACRES, MORE OR LESS, AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 1, THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK FOR A DISTANCE OF 170.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID EASTERLY LINE FOR A DISTANCE OF 17.61 FEET TO THE NORTHERLY LINE OF SAID LOT 352; THENCE WESTERLY DEFLECTING 89°33'33" TO THE LEFT ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 146.57 FEET TO THE WESTERLY LINE OF SAID LOT 352; THENCE WESTERLY ALONG SAID WESTERLY LINE FOR A DISTANCE OF 146.57 FEET TO THE WESTERLY MARGIN OF WAY LINE OF BARCELONA STREET AND A POINT ON AN OBLIQUE CURVE CONCAVE TO THE EAST; WAYSIDE A RADIUS OF 278.72 FEET, AN ARC OF 27.78 FEET, AN ANGLE OF 0°03'49", THENCE NORTHEASTERLY DEFLECTING 67°52'24" ALONG SAID WESTERLY MARGIN OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 2.58 FEET (CURVE = 2.58") TO THE POINT OF BEGINNING.

1. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 6234113, EFFECTIVE DATE: FEBRUARY 27, 2017.

2. ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SCHEDULE B, SECTION II OF SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY, AS SHOWN ON THE BOUNDARY SURVEY, ORDER NO. 16-11-020 PREPARED BY WILLIAM T. BUTLER, P.L.S. NO. 3774, ON BEHALF OF BUTLER & ASSOCIATES OF PENSACOLA INC.

3. ELEVATIONS BASED ON REFERENCE BENCHMARK BG 1731, ELEVATION 13.06' (NAVD 88), ESCAMBAIA COUNTY, FLORIDA.

4. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.

5. ALL SUBDIVISION CORNERS, PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS SET IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTIONS 177.011-177.151.

6. BASE BEARING PER THE NORTH RIGHT OF WAY LINE OF INTENDENCIA STREET AS N89°27'19"W PER DEED AS FURNISHED.

7. ACCESS TO THE PROPERTY FROM SPRING STREET IS A PRIVATE INGRESS, EGRESS AND UTILITY EASEMENT DEDICATED ONLY TO AGUADA CREEK HOME OWNER'S ASSOCIATION INC. FOR INGRESS & EGRESS FROM ALL LOTS AND ALSO FOR AT&T TECHNICIANS FOR PROVIDING MAINTENANCE AND REPAIR OF THE EQUIPMENT INSTALLED IN 20'X20' AT&T EASEMENT AT THE NORTHWEST CORNER OF THE PROPERTY.

8. PRIVATE COMMON AREA "A" IS DESIGNATED FOR INGRESS, EGRESS AND UTILITIES. PRIVATE COMMON AREAS "B" AND "C" DESIGNATED FOR LANDSCAPING AND UTILITIES.

- FOUND 1/2" IRON ROD
- SET 5/8" ALLOY CAPPED
- IRON ROD NUMBER 6112 IN PAVEMENT
- SET 4"x4" CONCRETE MONUMENT NO. 6112
- FOUND 1/2" CAPPED IRON ROD NO. 1748
- FOUND NAIL AND DISC NO. 7277
- FOUND 1/2" CAPPED IRON ROD (MUTILATED)
- E DENOTES EAST
- W DENOTES WEST
- N DENOTES NORTH
- S DENOTES SOUTH
- D) DENOTES DEED
- D) DENOTES DIRT
- F) DENOTES FIELD
- P) DENOTES PLAT
- C. DENOTES CALCULATED
- OK. DENOTES OFFICIAL RECORD BOOK AND PAGE
- DENOTES RIGHT OF WAY

KNOW ALL MEN BY THIS PRESENT THAT AHI ESTA, LLC, OWNER OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON, KNOWN AS AGUADA CREEK FIRST AMENDED, I HEREBY DEDICATE TO AGUADA CREEK HOMEOWNERS ASSOCIATION, INC. ALL COMMON AREAS AND PRIVATE INGRESS, EGRESS AND UTILITY EASEMENT AND DO HEREBY AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

OWNER: AHI ESTA, LLC

SIGNATURE

PRINT

335

BEFORE THE SUBSCRIBER PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE INDIVIDUAL HEREIN
AFTER AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE
USES AND PURPOSES HEREIN SET FORTH. THEY ARE PERSONALLY KNOWN TO ME AND THEY DID NOT TAKE AN OATH
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2021.

PRINT MY COMMISSION EXPIRES: _____

SIGNATURE MY COMMISSION NUMBER _____

COMMISSIONERS OF ESCAMBIA COUNTY, STATE OF FLORIDA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT
THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTION 177.01
THROUGH 177.151 OF THE 1998 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR THE
RECORD ON THE _____ DAY OF _____ 2021, AND FILED IN PLAT BOOK _____
AT PAGE _____ OF SAID COUNTY.

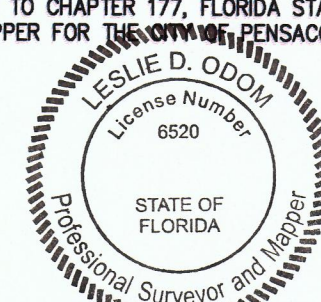
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

I, ERICKA BURNETT, CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE _____ DAY, OF _____, 2021 AND WAS APPROVED BY SAID COUNCIL.

ERICKA BURNETT, CITY CLERK, PENSACOLA, FLORIDA

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE
UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

Leslie D. Odom 4/16/2021
 LESLIE D. ODOM
 REGISTERED LAND SURVEYOR NO. 6520



1. THE PROPERTY AREA IS LOCATED WITHIN C-2 ZONING DISTRICT AND THE DENSE BUSINESS AREA. THE DENSE BUSINESS DISTRICT HAS A MAXIMUM FRONT YARD SETBACK OF 10 FEET PER SEC. 12-3-8.
2. THE PROPERTY LIES WITHIN THE GOVERNMENTAL CENTER DISTRICT AND IS SUBJECT TO THE PROVISIONS WITHIN SEC. 12-3-28, INCLUDING AESTHETIC REVIEW BY THE CITY'S ARCHITECTURAL REVIEW BOARD.

THE PROPERTY IS LOCATED IN ZONE: "AE" (AREAS DETERMINED TO BE WITHIN THE 100 YEAR FLOODPLAIN) WITH A BASE FLOOD ELEVATION OF 7.0 FEET AS SHOWN ON FLOOD INSURANCE RATE MAP NO: 12033C0390 G, COMMUNITY NAME: CITY OF PENSACOLA - COMMUNITY NUMBER: 120082, MAP REVISED: 9/29/2006 (INDEX DATE: 9/29/2006) ESCAMBIA COUNTY, FL AND PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (NATIONAL FLOOD INSURANCE PROGRAM).

1. NO SITES TO BE RESERVED OR DEDICATED FOR PARKS, PLAYGROUNDS OR OTHER PUBLIC USE WITHIN THE BOUNDARIES OF THE PARCEL TO BE SUBDIVIDED.
2. THE PROPERTY IS LOCATED IN C-2 DENSE BUSINESS AREA WHICH HAS A MAXIMUM FRONT YARD SETBACK OF 10 FEET (LDC SECTION 12-2-8).
3. UNDERGROUND RETENTION SYSTEM WILL BE DESIGNED AND CONSTRUCTED ON SITE FOR STORM WATER TREATMENT.
4. ADJACENT PROPERTIES TO THE DESCRIBED PARCEL TO THE NORTH AND TO THE WEST ARE CONTIGUOUS WITH THE BOUNDARIES OF THE DESCRIBED PROPERTY.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED. HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177, SECTIONS 171.01 - 177.51 FLORIDA STATUTES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 54, 17.052, FLORIDA ADMINISTRATION CODE SIGNED ON the 14th DAY OF June, 2021.

WILLIAM T. BUTLER
PROFESSIONAL SURVEYOR AND MAPPER NO. 3724, LB NO. 6112
BUTLER & ASSOCIATES OF PENSACOLA, INC.
2420 EAST OLIVE ROAD, SUITE "A"
PENSACOLA, FL 32514

RESTRICTIVE COVENANTS FILED IN O.R. BOOK _____ PAGE _____
 PLAT BOOK _____ PAGE _____



Legislation Details (With Text)

File #: 17-00630 **Version:** 1 **Name:**
Type: Quasi-Judicial Hearing **Status:** Passed
File created: 11/9/2017 **In control:** City Council
On agenda: 12/14/2017 **Final action:** 12/14/2017
Enactment date: **Enactment #:**
Title: QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - AGUADA CREEK
Sponsors: Ashton J. Hayward, III
Indexes:
Code sections:

Attachments: 1. Subdivision Plat Application, Aguada Creek, dated August 15, 2017, 2. Final Subdivision Plat, Aguada Creek, dated November 1, 2017, 3. Plat Boundary Survey, Aguada Creek, dated April 4, 2017, 4. November 14, 2017 Planning Board Minutes, 5. PROOF OF PUBLICATION - NOTICE OF QUASI-JUDICIAL HEARING

Date	Ver.	Action By	Action	Result
12/14/2017	1	City Council	Approved	Pass
12/11/2017	1	Agenda Conference	Placed on Regular Agenda	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - AGUADA CREEK

RECOMMENDATION:

That City Council conduct a quasi-judicial hearing on December 14, 2017 to consider approval of the final subdivision plat - Aguada Creek.

HEARING REQUIRED: Quasi-Judicial

SUMMARY:

The City has received a request from Ahi Esta, LLC for Final Plat approval of Aguada Creek subdivision. The proposed subdivision is located in the C-2 (Commercial Retail) zoning district and will create 14 lots of varying widths from the 0.6027 acre site that is bounded by Intendencia Street on the south and Spring Street on the east. The Final Plat has been reviewed by the applicable City Staff and utility providers for compliance with the City's subdivision requirements.

On November 14, 2017, the City's Planning Board unanimously recommended approval of the Final Plat.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/16/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Sherry Morris, AICP, Planning Services Administrator

ATTACHMENTS:

- 1) Subdivision Plat Application, Aguada Creek, dated August 15, 2017
- 2) Final Subdivision Plat, Aguada Creek, dated November 1, 2017
- 3) Plat Boundary Survey, Aguada Creek, dated April 4, 2017
- 4) November 14, 2017 Planning Board Minutes

PRESENTATION: Yes

SUBDIVISION PLAT



Please Check Application Type:

Minor Subdivision (< 4 lots)

Subdivision (> 4 lots)

☐ Preliminary & Final Plat Submission

☐ Preliminary Plat Submission

☒ Final Plat Submission

Fee: \$2,000.00

Fee: \$1,000.00 + \$25/lot

Fee: \$1,500.00 + \$25/lot

[Resubmittal: 1/2 the initial fee; Rescheduling to Planning Board / City Council: \$250.00]

Applicant Information

Name: Ahi Esta, LLC

Address: PO Box 832, Pass Christian, MS 39571

Phone: (601) 951-3981

Fax: _____

Email: rimmer@shaggys.biz

Owner Information (if different from applicant)

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Property Information

Location/Address: 111 South Spring Street, Pensacola, FL 32502

Subdivision Name: Aguada Creek

of Parcels to be Subdivided: 3

Parcel ID #(s): 00-0S-00-9070-120-001, 00-0S-00-9001-002-352, 00-0S-00-9001-001-352

of Existing Lots: 3

of Proposed Lots: 14

Total Acreage: 0.6027

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

Type of Subdivision: X Residential* Non-Residential
[*If residential, see reverse for open space requirement]

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-8-7)? YES X NO
If yes, specify exact variance requested: _____

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

Signature of Applicant

(Owner of Property or Official Representative of Owner)

Date

8/15/17

FOR OFFICE USE ONLY

Zone C-2 / Dense Business District 7

Date Received: 8/15/2017

Case Number: _____

Application Fee: \$1,350.00 (Preliminary)

Receipt #: _____

Open Space Requirement (acres or \$): \$11,813.40

Receipt #: _____

Planning Board Date: 9/12/2017

Recommendation: N/A

Council Date: _____

Action: _____

Recording Date: _____

Map Bk/Pg: _____

***Sec. 12-8-6. SITES FOR PUBLIC USE.**

(B) Sites for park and recreation or open space. Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:

(1) Dedication of land for park, recreation or open space needs. The subdivider(s) or owner(s) shall dedicate to the city for park and recreation or open space purposes

at least five (5) percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter (1/4) acre

(2) Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land. The subdivider(s) or owner(s) shall pay unto the city such sum of money equal in value to five (5) percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the city manager and the subdivider. If the city manager and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The city manager shall appoint a professional land appraiser. the subdivider shall appoint a professional land appraiser, and these two (2) shall appoint a third.

***Open Space Requirement (only applicable to residential subdivision)**

Sec. 12-8-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check preferred method of meeting requirement:

(a) Total Land Area: _____ acres

5% for land dedication*: _____ acres

[*may not equal less than 1/4 acre]

☒ (b) Value of land (Esc. Co. Tax Assessor) \$ 236,268

Fee in lieu of land dedication (5% of value) \$ 11,813.40

[Payable to the City of Pensacola; Due after plat approval, prior to receiving signatures]

Sec. 12-8-3. Procedure for subdivision approval.

(A) Procedure for subdivision requiring a plat.

(1) Approval of preliminary plat by the planning board.

(a) Any person desiring to divide land into three (3) or more lots shall first file with the planning board a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-8-8.

(b) Accompanying the preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities which serve or influence it. On such sketch map, the main traffic arteries, shopping centers, schools, parks, and playgrounds, principal places of employment and other principal features should be noted

(c) Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion

(d) A master drainage plan at a scale not smaller than one inch equals two hundred (200) feet, shall be prepared. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements including but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.

(e) Eleven (11) copies of the preliminary plat shall be submitted to The Community Development Department at least thirty (30) calendar days prior to the meeting at which it is to be considered.

(f) Prior to the examination of the preliminary plat, the planning board shall be furnished with reports from the city engineer, traffic engineer, energy services, Escambia County Utilities Authority, fire department, and the secretary to the planning board to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.

(g) When, after examination, the planning board finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall not constitute an approval of the final plat. If the preliminary plat is rejected, the planning board shall provide the applicant in writing a detailed list of reasons for rejection

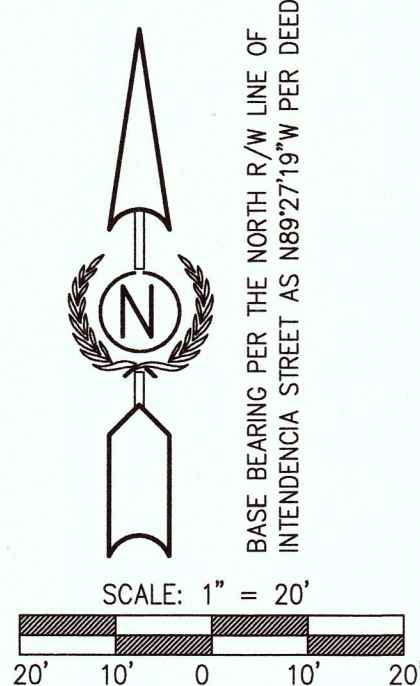
(2) Approval of final plat by the planning board and city council.

(a) The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat which he proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (three hundred sixty-five (365) days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the preliminary plat must be resubmitted to the planning board for their review and approval prior to submission of the final plat.

FINAL PLAT OF AGUADA CREEK

A REPLAT OF A PORTION OF LOT 352, BLOCK 1, DONELSON TRACT, SECTION 44, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.

NOVEMBER 2017



OWNER/DEVELOPER
AHI ESTA, LLC
PO BOX 832, PASS CHRISTIAN, MS
PHONE: (601) 951-3981

DESIGNER:
ARCHITECT BRUCE B. TOLLAR, P.A.
607 COTTAGE SQUARE LANE
OCEAN SPRINGS, MS 39564
PHONE: (228) 875-3806

LAND SURVEYOR
WILLIAM T. BUTLER
PROFESSIONAL LAND SURVEYOR NO. 3774
BUTLER & ASSOCIATES OF PENSACOLA INC.
2420 EAST OLIVE ROAD, SUITE "A"
PENSACOLA, FL 32515
PHONE: (850) 476-4768

CIVIL & ENVIRONMENTAL ENGINEER
TAMOR KRAFT, E.I.
2510 14-TH STREET, SUITE 1
GULFPORT, MS 39501
PHONE: (228) 396-0486

ZONING
THE PROPERTY IS LOCATED IN C-2 DENSE BUSINESS AREA WHICH HAS A MAXIMUM FRONT YARD SETBACK OF 10 FEET (LDC SECTION 12-2-8).

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED IN ZONE: "AE" (AREAS DETERMINED TO BE WITHIN THE 100 YEAR FLOODPLAIN) WITH A BASE FLOOD ELEVATION OF 7.0 FEET AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 1203303090 C, COMMUNITY NAME: CITY OF PENSACOLA - COMMUNITY NUMBER: 120082, MAP REVISED: 9/29/2006 (INDEX DATE: 9/29/2006) ESCAMBIA COUNTY, FL AND PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (NATIONAL FLOOD INSURANCE PROGRAM).

GENERAL NOTES:

- NO SITES TO BE RESERVED OR DEDICATED FOR PARKS, PLAYGROUNDS OR OTHER PUBLIC USE WITHIN THE BOUNDARIES OF THE PARCEL TO BE SUBDIVIDED.
- THE PROPERTY IS LOCATED IN C-2 DENSE BUSINESS AREA WHICH HAS A MAXIMUM FRONT YARD SETBACK OF 10 FEET (LDC SECTION 12-2-8).
- UNDERGROUND RETENTION SYSTEM WILL BE DESIGNED AND CONSTRUCTED ON SITE FOR STORM WATER TREATMENT.
- ADJACENT PROPERTIES TO THE DESCRIBED PARCEL TO THE NORTH AND TO THE WEST ARE CONTIGUOUS WITH THE BOUNDARIES OF THE DESCRIBED PROPERTY.
- THE PURPOSE OF THE 20' EASEMENT AS PER OR. BK. 3058, PAGE 536 IS FOR INSTALLATION AND MAINTENANCE OF TELECOMMUNICATION LINES AND EQUIPMENT.
- THERE ARE NO ANY ENCUMBRANCES THAT WILL ADVERSELY AFFECT THE PROPOSED DESIGN ON THE DESCRIBED PROPERTY.

NOTICE:
THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGAL DISCRIPTION:

(TITLE COMMITMENT NO. 6234113, ISSUED BY CHICAGO TITLE INSURANCE COMPANY)

EXHIBIT "A"

A PARCEL OF LAND IN BLOCK 1, DONELSON TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 1, THENCE GO NORTH 89 DEGREES 27 MINUTES 19 SECONDS WEST ALONG SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 25.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SPRING STREET (80 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE NORTH 89 DEGREES 27 MINUTES 19 SECONDS WEST AND ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 142.38; THENCE GO NORTH 00 DEGREES 23 MINUTES 00 SECONDS EAST A DISTANCE OF 188.48 FEET; THENCE GO SOUTH 89 DEGREES 22 MINUTES 58 SECONDS EAST A DISTANCE OF 84.44 FEET; THENCE GO SOUTH 00 DEGREES 23 MINUTES 00 SECONDS WEST A DISTANCE OF 22.76 FEET; THENCE GO SOUTH 89 DEGREES 22 MINUTES 58 SECONDS EAST A DISTANCE OF 80.55 FEET, TO AN INTERSECTION WITH THE AFORESAID WESTERLY RIGHT OF WAY LINE OF SPRING STREET, SAID RIGHT OF WAY LINE BEING A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 278.76 FEET, A CENTRAL ANGLE OF 23 DEGREES 30 MINUTES 40 SECONDS, A CHORD BEARING SOUTH 11 DEGREES 57 MINUTES 16 SECONDS WEST AND A CHORD DISTANCE OF 113.59 FEET; THENCE GO SOUTHERLY ALONG THE SAID RIGHT OF WAY LINE AN ARC DISTANCE OF 114.39 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 11 MINUTES 57 SECONDS WEST ON A TANGENT TO THE CURVE LAST DESCRIBED ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 54.17 FEET TO THE POINT OF BEGINNING.

DEED OF EASEMENTS TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY PER OR. BK. 3058, PAGE 536)

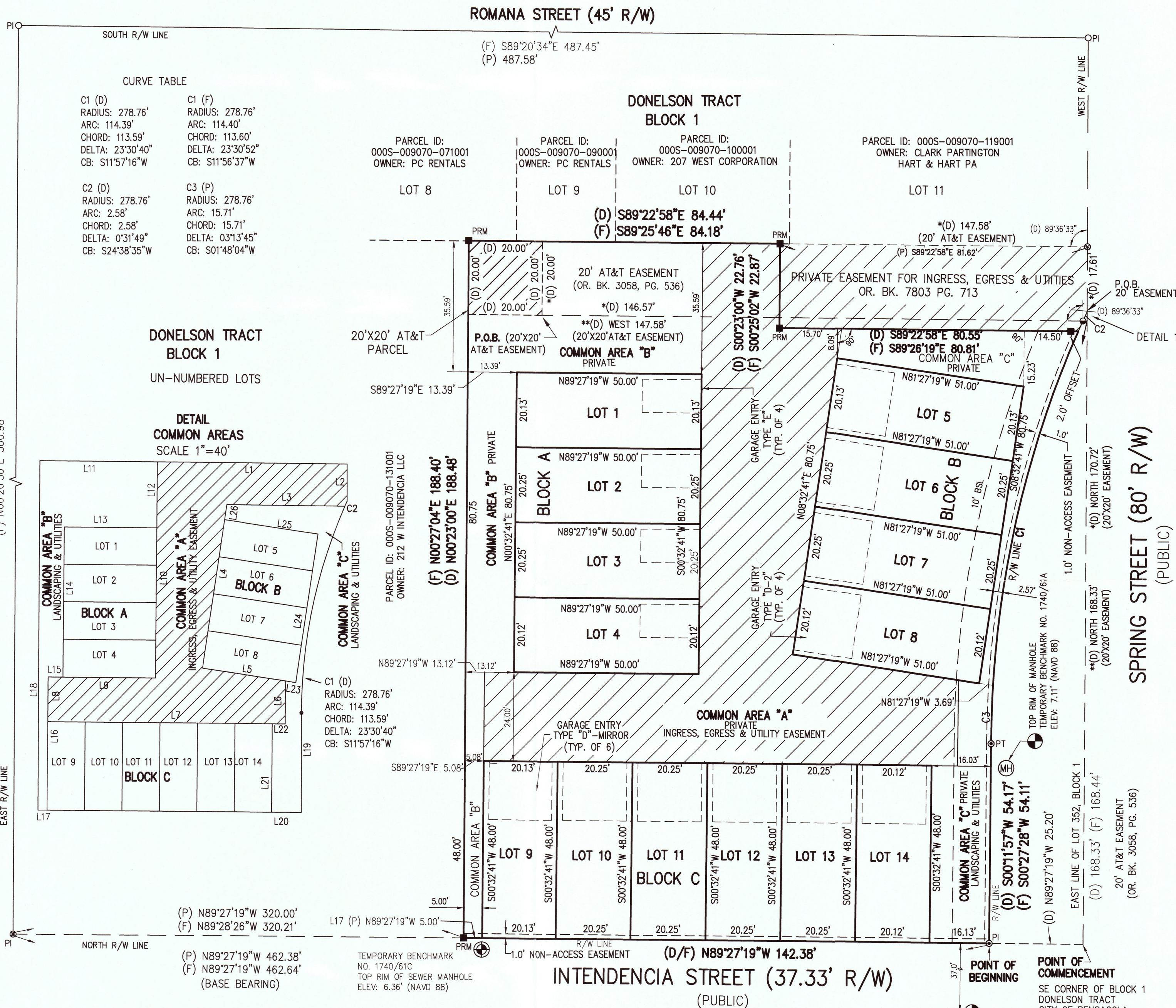
20'X20' EASEMENT

A PARCEL OF LAND IN LOT 352, BLOCK 1, DONELSON TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, CONTAINING 0.07 ACRES, MORE OR LESS, AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 1; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK 1 FOR A DISTANCE OF 168.33 FEET; THENCE WESTERLY DEFLECTING 89°36'33" TO THE LEFT FOR A DISTANCE OF 147.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG AN EXTENSION OF THE LINE LAST TRAVERSED FOR A DISTANCE OF 20.00 FEET; THENCE NORTHERLY DEFLECTING 89°36'33" TO THE RIGHT FOR A DISTANCE OF 20.00 FEET TO THE NORTHERLY LINE OF SAID LOT 352; THENCE DEFLECTING 90°23'27" TO THE RIGHT ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 20.00 FEET; THENCE SOUTHERLY DEFLECTING 89°36'33" TO THE RIGHT FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

20' EASEMENT

A PARCEL OF LAND IN LOT 352, BLOCK 1, DONELSON TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, CONTAINING 0.07 ACRES, MORE OR LESS, AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 1; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK 1 FOR A DISTANCE OF 170.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID EASTERLY LINE FOR A DISTANCE OF 17.61 FEET TO THE NORTHERLY LINE OF SAID LOT 352; THENCE WESTERLY DEFLECTING 89°36'33" TO THE LEFT ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 147.58 FEET; THENCE SOUTHERLY DEFLECTING 90°23'27" TO THE LEFT FOR A DISTANCE OF 20.00 FEET; THENCE EASTERLY DEFLECTING 89°36'33" TO THE LEFT FOR A DISTANCE OF 146.57 FEET TO THE WESTERLY RIGHT OF WAY LINE OF BARCELONA STREET AND A POINT ON A CIRCULAR CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 278.76 FEET AND A DELTA ANGLE OF 0°31'49"; THENCE NORTHEASTERLY DEFLECTING 67°25'24" ALONG SAID WESTERLY RIGHT OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 2.58 FEET (CHORD = 2.58') TO THE POINT OF BEGINNING.



SURVEYOR'S NOTES:

1. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 6234113, EFFECTIVE DATE: FEBRUARY 27, 2017.

2. ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SCHEDULE B, SECTION II OF SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY, AS SHOWN ON THE BOUNDARY SURVEY, ORDER NO. 16-11-020 PREPARED BY WILLIAM T. BUTLER, P.L.S. NO. 3774, ON BEHALF OF BUTLER & ASSOCIATES OF PENSACOLA INC.

3. ELEVATIONS BASED ON REFERENCE BENCHMARK BG 1731, ELEVATION 13.06' (NAVD 88), ESCAMBIA COUNTY, FLORIDA.

4. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL FEET.

5. ALL SUBDIVISION CORNERS, PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS SET IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTIONS 177.011-177.151.

6. BASE BEARING PER THE NORTH RIGHT OF WAY LINE OF INTENDENCIA STREET AS N89°27'19\"/>

7. ACCESS TO THE PROPERTY FROM SPRING STREET IS A PRIVATE INGRESS, EGRESS AND UTILITY EASEMENT DEDICATED ONLY TO AGUADA CREEK HOME OWNERS' ASSOCIATION INC. FOR INGRESS & EGRESS FROM ALL LOTS AND ALSO FOR AT&T TECHNICIANS FOR PROVIDING MAINTENANCE AND REPAIR OF THE EQUIPMENT INSTALLED IN 20'X20' AT&T EASEMENT AT THE NORTHWEST CORNER OF THE PROPERTY.

8. PRIVATE COMMON AREA "A" IS DESIGNATED FOR INGRESS, EGRESS AND UTILITIES. PRIVATE COMMON AREAS "B" AND "C" DESIGNATED FOR LANDSCAPING AND UTILITIES.

LEGEND

- FOUND 1/2" IRON ROD
- SET 5/8" ALLOY CAPPED
- IRON ROD NUMBER 6112 IN PAVEMENT
- SET 4"x4" CONCRETE MONUMENT NO. 6112
- FOUND 1/2" CAPPED IRON ROD NO. 1748
- FOUND NAIL AND DISC NO. 7277
- FOUND 1/2" CAPPED IRON ROD (MUTILATED)
- E DENOTES EAST
- W DENOTES WEST
- N DENOTES NORTH
- S DENOTES SOUTH
- (D) DENOTES DEED
- (F) DENOTES FIELD
- (P) DENOTES PLAT
- CALC. DENOTES CALCULATED
- OR./BK. DENOTES OFFICIAL RECORD BOOK AND PAGE
- R/W DENOTES RIGHT OF WAY

DEDICATION

KNOW ALL MEN BY THIS PRESENT THAT AHI ESTA, LLC, OWNER OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON, KNOWN AS AGUADA CREEK, I HEREBY DEDICATE TO AGUADA CREEK HOMEOWNERS' ASSOCIATION, INC. ALL COMMON AREAS AND PRIVATE INGRESS, EGRESS AND UTILITY EASEMENT AND DO HEREBY AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

WITNESS: OWNER: AHI ESTA, LLC

SIGNATURE: SIGNATURE

PRINT: PRINT

WITNESS: TITLE

SIGNATURE: SIGNATURE

PRINT: PRINT

STATE OF FLORIDA, COUNTY OF ESCAMBIA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE INDIVIDUAL HEREIN AFTER AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, THEY ARE PERSONALLY KNOWN TO ME AND THEY DID NOT TAKE AN OATH GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2017.

PRINT: MY COMMISSION EXPIRES: _____

SIGNATURE: MY COMMISSION NUMBER: _____

CERTIFICATE OF ESCAMBIA COUNTY CLERK

COMMISSIONERS OF ESCAMBIA COUNTY, STATE OF FLORIDA I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTION 177.011 THROUGH 177.151 OF THE 1998 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR THE RECORD ON THE _____ DAY OF _____, 2017, AND FILED IN PLAT BOOK _____ AT PAGE _____ OF SAID COUNTY.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CITY COUNCIL APPROVAL

I, ERICA BURNETT, CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON _____ DAY, _____, 2017 AND WAS APPROVED BY SAID COUNCIL.

ERICKA BURNETT, CITY CLERK, PENSACOLA, FLORIDA

CITY SURVEYOR STATEMENT

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

DAVID D. GLAZE
REGISTERED LAND SURVEYOR NO. 5605
5700 NORTH DAVIS HWY,
PENSACOLA, FL 32503

CONSENT AND JOINDER TO PLAT DEDICATION

BANKCORPSOUTH BANK HEREBY CERTIFIES THAT IT IS THE HOLDER OF THE MORTGAGE, LIEN OR OTHER INCUMBRANCE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA ("MORTGAGE"), ENCUMBERING THE LANDS DESCRIBED IN THE CAPTION HEREIN. THE UNDERSIGNED HEREBY JOINS AND CONSENTS TO THE DEDICATIONS BY THE OWNER OF THE LANDS DESCRIBED IN THE DEDICATION SECTION HEREIN, AND AGREES THAT THE MORTGAGE SHALL BE SUBORDINATED TO SAID DEDICATIONS.

BANKCORPSOUTH

WITNESS: WITNESS:

SIGNATURE: SIGNATURE SIGNATURE

PRINT: PRINT PRINT

TITLE: TITLE: TITLE:

STATE OF FLORIDA, COUNTY OF ESCAMBIA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE INDIVIDUAL HEREIN AFTER AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, THEY ARE PERSONALLY KNOWN TO ME AND THEY DID NOT TAKE AN OATH GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2017.

PRINT: MY COMMISSION EXPIRES: _____

SIGNATURE: MY COMMISSION NUMBER: _____

CERTIFICATE OF ATTORNEY

I, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE CITY OF PENSACOLA LAND DEVELOPMENT CODE.

SIGNED THIS _____ DAY OF _____, 2017.

PRINT ATTORNEY

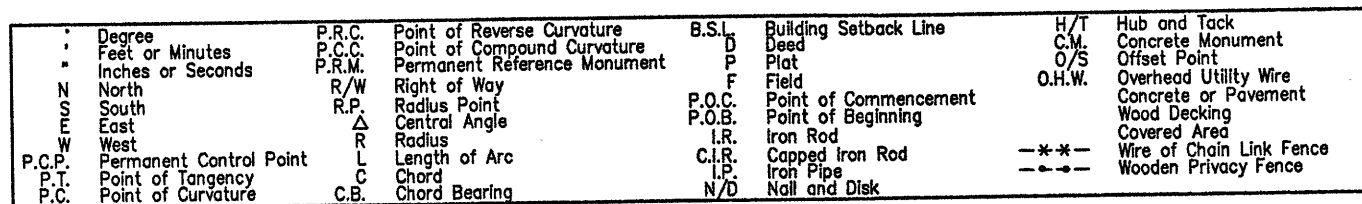
SIGN ATTORNEY: _____

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177, SECTIONS 171.011 - 177.51 FLORIDA STATUTES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 171.002, FLORIDA ADMINISTRATION CODE SIGNED ON THE _____ DAY OF _____, 2017.

WILLIAM T. BUTLER
PROFESSIONAL SURVEYOR AND MAPPER NO. 3724, LB NO. 6112
BUTLER & ASSOCIATES OF PENSACOLA, INC.
2420 EAST OLIVE ROAD, SUITE "A"
PENSACOLA, FL 32514

RESTRICTIVE COVENANTS FILED IN O.R. BOOK _____ PAGE _____
PLAT BOOK _____ PAGE _____



FLOOD ZONE DETERMINATION
THIS IS TO CERTIFY THAT THE ABOVE PROPERTY IS LOCATED
IN ZONE: "AE" (AREAS DETERMINED TO BE WITHIN THE 100
YEAR FLOODPLAIN) WITH A BASE FLOOD ELEVATION OF 7.0
FEET AS SHOWN ON FLOOD INSURANCE RATE MAP NO:
12033C0390 G, COMMUNITY NAME: CITY OF PENSACOLA -
COMMUNITY NUMBER: 120082, MAP REVISED: 9/29/2006
(INDEX DATE: 9/29/2006) ESCAMBIA COUNTY, FL AND
PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT
AGENCY (NATIONAL FLOOD INSURANCE PROGRAM)

(6.68) DENOTES MEASURED GRADE ELEVATION BASED ON
BENCHMARK BG 1731, ELEVATION 13.06' (NAVD 88)
MH DENOTES 2' DIAMETER MANHOLE
ROC DENOTES BOTTOM OF CURB

NOTE:
THE PROPERTY LOCATED IN ZONE C-2. NO
BUILDING SETBACKS AS PER THE CITY OF
PENSACOLA PLANNING AND ZONING AND
NEED TO BE VERIFIED PRIOR TO
CONSTRUCTION.

LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT OF WAY, RECORDED OR UNRECORDED, BY THIS FIRM. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM. THIS PROPERTY MAY ALSO BE SUBJECT TO SETBACK LINES MANDATED BY ZONING ORDINANCES AND/OR RESTRICTIVE COVENANTS OF RECORD. THIS SURVEY AND/OR SKETCH DOES NOT RELIEVE THE OWNER FROM THE OBLIGATION TO COMPLY WITH UNITED STATES STANDARDS. PROPERTY IS SUBJECT TO SETBACKS, EASEMENTS AND RESTRICTIONS OF RECORD. THIS DRAWING ONLY REFLECTS SETBACK LINES WHICH APPEAR ON THE RECORDED PLAT. THIS SURVEY AND/OR SKETCH CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST. PROTECT THIS SURVEY AND/OR SKETCH FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION.

1" = 20'	SURVEYORS	CERTIFICATE	NOT A PART OF THIS SURVEY
----------	-----------	-------------	---------------------------

COMMERCIAL • RESIDENTIAL • BOUNDARY • TOPOGRAPHIC • MORTGAGE SURVEYS

SCALE: 1"=20'
 ISSUE DATE: 11/14/16
 FIELD DATE: 10/28/16
 ORDER NO: 16-11-020
 FIELD BOOK: 1718/36,37
 DRAWN BY: JM

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052. PUNISHMENT TO SECTION 472-027 FLORIDA STATUTES.

WILLIAM T. BUTLER
REGISTERED LAND SURVEYOR NO. 3774

JAMES M. MAJOR
REGISTERED LAND SURVEYOR NO. 6650

NOT VALID WITHOUT THE
SIGNATURE AND
ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED
PROFESSIONAL SURVEYOR
AND MAPPER
Florida Corporate No. LB 6112



PLANNING SERVICES

THE UPSIDE of FLORIDA

MINUTES OF THE PLANNING BOARD

November 14, 2017

MEMBERS PRESENT: Chairman Paul Ritz, Danny Grundhoefer, Jared Moore, Nathan Monk, Nina Campbell

MEMBERS ABSENT: Kurt Larson, Kyle Owens

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner Don Kraher, Council Executive, Ericka Burnett, City Clerk

OTHERS PRESENT: William T. Butler, Rimmer Covington Jr.

AGENDA:

- Quorum/Call to Order
- Swearing In of Members
- Approval of Meeting Minutes from September 12, 2017
- New Business:
 1. Request for Final Plat Approval for Aguada Creek Subdivision
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:04 pm with a quorum present.

Swearing in of members – Jared Moore was sworn in by the City Clerk's Office.

Chairman Ritz thanked everyone for wearing orange, the color of childhood leukemia, in honor of his daughter.

Approval of Meeting Minutes

Mr. Grundhoefer made a motion to approve the September 12, 2017 minutes, seconded by Mr. Monk, and it carried unanimously.

New Business:

Request for Final Plat Approval for Aguada Creek Subdivision

Ahi Esta LLC has submitted a request for Final Plat approval for "Aguada Creek" subdivision. The final plat remains consistent with the preliminary plat approved on September 12, 2017. The townhouse development is proposed to be located on a .6027-acre site bounded by S. Intendencia Street on the south and S. Spring Street on the east. It is currently vacant.

The proposed Final Plat consists of 14 lots which measure at least 20 feet in width. This development is located within the C-2 zoning district as well as being within the boundary of the Dense Business Area (DBA).

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

Although the provisions of the district eliminate the building setbacks, allowing for zero-lot lines on all sides, the Dense Business Area has a maximum front setback of 10 feet. The minimum parking required for townhouse developments is 1 parking space per unit as cited in LDC Section 12-3-1(B); the developer intends to meet this requirement with garages accessed from the interior of the development. The Final Plat has been routed through the various City departments and utility providers.

Chairman Ritz noted the comments by the City Surveyor appeared to be addressed in the paper copy, and Ms. Deese confirmed all comments were addressed. Chairman Ritz advised he supported the project and asked for comments. Mr. Monk stated he supported more housing downtown, but was curious to see what the structures would look like. Chairman Ritz explained the Planning Board did not have aesthetic control in this district, and even if the Board asked for specific details from the applicant, those details would not be mandated since the Board did not have control. Ms. Deese confirmed the Architectural Review Board had jurisdiction for aesthetic review of this project.

Mr. Covington, the owner and developer, and Mr. Butler, the surveyor, addressed the Board. Chairman Ritz thanked them for addressing many of the Board's concerns, and stated the rear garage was a big deal from the pedestrian point of view, and he believed the development was stronger for that feature. Mr. Covington stated they were pleased to have the bus stop directly adjacent to the property, and it was their desire to have the development consistent with other downtown developments. It was determined the architect was Bruce Toler who is well respected. It was also noted that the common area "A" boundaries were not part of the subdivision due to the closing timeframe of the purchase. Mr. Grundhoefer was concerned with an additional egress onto Spring Street. Mr. Covington stated the home owners' association had executed an agreement with Ahi Esta for an easement to ensure that the ingress/egress was there for the lifetime of the development. He indicated they had no intent to use any other ingress/egress.

Ms. Campbell made a motion to approve as submitted, seconded by Mr. Monk. The motion carried unanimously.

Open Forum – Mr. Grundhoefer mentioned the City Council went along with Planning Board's recommendation to not allow internally illuminated signs. Mr. Kraher stated the reasons the Planning Board gave for their decision were expressed in the memo to Council. He indicated some of the Council members felt during recent legal proceedings, the Code language was vague. He explained that in December, Council was sending to Planning Board, at the very minimum, a shell of a district with standards to replace the Governmental Center District, and the Board would determine the boundaries. Language to exclude internally illuminated signs would be included within the district standards. He further explained the Council did not want to remove the Governmental Center District without something in place. Chairman Ritz stated that the Board was there to guide the projects going forward in the development of downtown Pensacola. The Board then discussed other current projects.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 2:42 pm.

Respectfully Submitted,



Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00589

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING - ADOPTION OF THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2021 STORMWATER ASSESSMENT ROLL

RECOMMENDATION:

That City Council conduct a public hearing on August 12, 2021 to adopt the Annual Assessment Resolution imposing stormwater service assessments and approving the 2021 Stormwater Assessment Roll.

HEARING REQUIRED: Public

SUMMARY:

The City of Pensacola established a stormwater assessment fee in 2001 to provide a dedicated funding source for stormwater management costs. Since its inception, the fee has generated over \$42.7 million in assessment fee revenue. To continue to receive stormwater assessment revenue, it is necessary that the City Council conduct a public hearing on August 12, 2021 to adopt the annual assessment resolution imposing stormwater service assessments and to approve the 2021 Stormwater Service Assessment Roll.

At the May 27, 2021 City Council meeting, the Council passed Resolution 2021-31 indicating its intent to increase the assessment rate from \$72.24 per Equivalent Stormwater Unit (ESU) to \$76.12 per ESU, or an increase of \$3.88 per ESU. The increase is needed for the City to maintain the current level of service for stormwater management and to provide for the purchase of needed capital equipment.

A summary of the residential and commercial charges proposed at the new rate is provided below:

FY 2021-22 Rate Structure:

Residential:

<u>Building Sq. Ft.</u>	<u>Proposed Rate</u>
Small - 100 -1,100	\$ 33.49

File #: 21-00589	City Council	8/12/2021
Small - Medium - 1,101 - 1,600	\$ 51.76	
Medium - 1,601 - 2,500	\$ 76.12	
Large - 2,501 - 5,600	\$116.47	
Very Large - 5,601	Treated as Commercial Property	

Commercial:

A rate of \$76.12 per 2,998 square feet of impervious area (including building footprint, paved parking area, etc.) minus appropriate mitigation credit, typically 32% provided for on-site stormwater retention.

PRIOR ACTION:

May 27, 2021 - City Council passed Resolution No. 2021-31 indicating the Council's intent to increase the City's stormwater assessment rate for FY 2021-22 to \$76.12 per Equivalent Stormwater Unit (ESU).

FUNDING:

Budget: \$ 2,871,800

Actual: \$ 2,871,800

FINANCIAL IMPACT:

The FY 2022 stormwater assessment program will generate an estimated \$2,871,800 at the proposed rate, an increase of \$136,800 over the FY 2021 Beginning Budgeted amount of \$2,735,000.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/23/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
 Kerrith Fiddler, Deputy City Administrator-Community Development
 Amy Lovoy, Finance Director
 David Forte, Interim Public Works and Facilities Director
 George J. Maiberger, Purchasing Manager

ATTACHMENTS:

- 1) Stormwater Assessment Resolution

PRESENTATION: No

RESOLUTION NO. 2021-55

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Pensacola, Florida, has enacted Ordinance No. 52-00 (the "Ordinance"), which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the City's Stormwater Management Services;

WHEREAS, the reimposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among parcels of property that are specially benefited thereby;

WHEREAS, on May 27, 2021, the City Council adopted Resolution No. 2021-31 (the "Preliminary Rate Resolution"), geographically identifying the area within which the City provides Stormwater Management Services and those properties to be benefited by the City's Stormwater Management Services (the "Stormwater Service Area"), describing the method of assessing the cost of the City's Stormwater Management Services (the "Stormwater Service Cost") against Assessed Property located within the Stormwater Service Area, directing the preparation of the updated Stormwater Assessment Roll, and directing the provision of the notices if required by the Ordinance;

WHEREAS, the City Council desires to reimpose a Stormwater Service Assessment using the tax bill collection method for the Fiscal Year beginning on October 1, 2021;

WHEREAS, in order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2021, the Ordinance requires the City Council to adopt an Annual Stormwater Service Assessment Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Stormwater Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;

WHEREAS, the updated Stormwater Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix B and the proof of publication being attached hereto as Appendix A; and

WHEREAS, a public hearing has been duly held on August 12, 2021 and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF PENSACOLA, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the Ordinance, the Amended and Restated Initial Assessment Resolution (Resolution No. 18-

10), the Amended and Restated Final Assessment Resolution (Resolution No. 36-10), the Preliminary Rate Resolution, Sections 166.021 and 166.041, Florida Statutes, the Charter of the City of Pensacola, Florida, and other applicable provisions of law.

SECTION 2. DEFINITIONS.

(A) This resolution is the Annual Stormwater Assessment Resolution for the imposition of Stormwater Service Assessments.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Amended and Restated Initial Stormwater Service Assessment Resolution, and the Amended and Restated Final Stormwater Service Assessment Resolution.

SECTION 3. APPROVAL OF STORMWATER ASSESSMENT ROLL.

(A) The updated Stormwater Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

(B) Even though they may not be described in the Stormwater Assessment Roll due to Section 119.071(4), Florida Statutes, the approved Stormwater Assessment Roll includes all parcels of Assessed Property with exempt “home addresses.”

SECTION 4. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS.

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Service

Assessment for such Tax Parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution and Preliminary Rate Resolution, and set forth in the updated Stormwater Assessment Roll.

(B) Adoption of this Annual Stormwater Service Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and Preliminary Rate Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution and Preliminary Rate Resolution.

(C) The method for computing and apportioning the Stormwater Service Assessments described in the Amended and Restated Initial Assessment Resolution and Preliminary Rate Resolution is hereby approved.

(D) In accordance with section 163.3162(3), Florida Statutes, the City is prohibited from charging a Stormwater Service Assessment on certain agricultural property, if such farm operation has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-the-district permit, or if it has implemented best management practices adopted as rules by the Florida Department of Environmental Protection, the Department of Agricultural and Consumer Services, or an appropriate water

management district. Accordingly, any Owner of such agricultural property demonstrating that they meet the outlined requirements shall be exempted from the Stormwater Service Assessment.

(E) For the Fiscal Year beginning October 1, 2021, the estimated Stormwater Service Cost of \$2,963,997.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net ESUs. An annual rate of assessment equal to \$76.12 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels of Assessed Property described in the Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2021.

(F) For future fiscal years, the maximum rate of assessment that can be imposed without additional notice to the Owners of Tax Parcels of Developed Property is hereby established as \$80.00 per Net ESU.

(G) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the

City Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(H) As authorized in the Ordinance, interim Stormwater Service Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Annual Stormwater Service Assessment Resolution based upon the rates of assessment approved herein.

SECTION 5. COLLECTION OF STORMWATER SERVICE ASSESSMENTS.

(A) The Stormwater Service Assessments shall be collected from all Assessed Property, except Government Property, pursuant to the Uniform Assessment Collection Act. The Stormwater Utility Director is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Service Assessment Roll to the Tax Collector by September 15, in the manner prescribed by section 197.3632, Florida Statutes. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(B) The Stormwater Service Assessments shall be collected from all Government Property in accordance with Section 4.04 of the Ordinance. The Council hereby directs the Stormwater Utility Director to mail said bills no later than November 1, 2021.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Stormwater Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Stormwater Assessment Resolution.

SECTION 7. EFFECTIVE DATE. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

DULY ADOPTED this 12th day of August, 2021.

CITY OF PENSACOLA, FLORIDA

Jared Moore
President of the City Council

ATTEST:

Ericka L. Burnett
City Clerk

APPENDIX A

PROOF OF PUBLICATION

APPENDIX B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Grover C. Robinson, IV, Tammy Peters, and Jeremy Cohen, who, after being duly sworn, depose and say:

1. Grover C. Robinson, IV, as Mayor of the City of Pensacola, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Stormwater Utility Ordinance adopted by the City Council on November 16, 2000 (the "Ordinance").

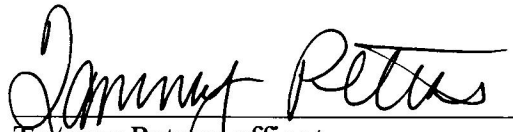
2. Tammy Peters is Office Manager for Government Services Group, Inc. ("GSG"). GSG has caused the notices required by the Ordinance to be prepared in conformance with the Amended and Restated Initial Assessment Resolution and the Preliminary Rate Resolution adopted May 27, 2021. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

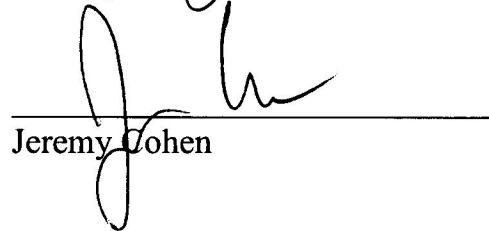
3. On or before July 22, 2021, GSG delivered and directed the mailing of the above-referenced notices by Target Copy ("Target"), in accordance with the Ordinance, the Amended and Restated Initial Assessment Resolution and the Preliminary Rate Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Escambia County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

4. Jeremy Cohen is Sales Manager of Target Copy. As directed above, Target mailed or caused to be mailed on or before July 22, 2021, the above-referenced notices delivered to Target by GSG.

FURTHER AFFIANTS SAYETH NOT.


Grover C. Robinson, IV, affiant


Tammy Peters, affiant


Jeremy Cohen

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of July, 2021 by Grover C. Robinson, IV, Mayor, City of Pensacola, Florida. He is personally known to me or has produced _____ as identification and did take an oath.



DONECIA GRIFFIN
Notary Public
State of Florida
Comm# HH099471
Expires 3/6/2025

Donecia Griffin
Printed Name: Donecia Griffin
Notary Public, State of Florida
At Large
My Commission Expires: 3/6/2025
Commission No.: HH099471

STATE OF FLORIDA
COUNTY OF LEON

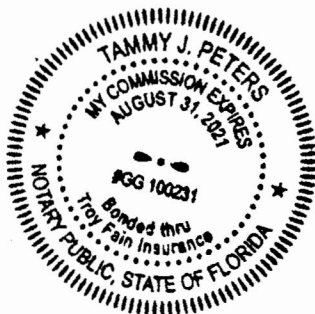
The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 23 day of July, 2021 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced _____ as identification and did take an oath.



Katherine E. Lindsay
Printed Name: Katherine E. Lindsay
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No. _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 23 day of July, 2021 by Jeremy Cohen, Sales Manager, Target Copy, a Florida corporation. He is personally known to me or has produced _____ as identification and did take an oath.



Tammy J. Peters
Printed Name: Tammy Peters
Notary Public, State of Florida
At Large
My Commission Expires: August 31, 2021
Commission No. GG 100231

City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

CITY OF PENSACOLA, FLORIDA
NOTICE OF PUBLIC HEARING FOR ADOPTION
OF STORMWATER SERVICE ASSESSMENT

NOTICE DATE: JULY 22, 2021

CASTRO GERALD S JR
4711 CREIGHTON RD
PENSACOLA FL 32504-9119

Parcel ID#: 09-1S-29-3000-006-002
Legal Description: LT 6 BLK 2 WOODCLIFF UNIT
1 OR 7148 P 1212 PB 6 P
Sequence Number: PS-18006

*****NOTICE TO PROPERTY OWNER*****

Dear City of Pensacola Property Owner:

The past decades have brought increased awareness of the detrimental environmental impacts associated with stormwater runoff from developed property including degradation of surface waters, land erosion, flooding and collection of standing water on streets and property. In 2001, in response to public demand and increased federal regulations, the City initiated efforts to improve stormwater management services and provide a dedicated funding source for these services by creating a stormwater assessment program to generate revenues. The original stormwater assessments were imposed and collected on the November 2001 tax bill and subsequent years. The City updated the stormwater assessment program in 2010.

Stormwater service assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on your property. Impervious surfaces include the rooftop, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is the value of one "equivalent stormwater unit" or "ESU Value." Single-family residential properties are categorized into one of five ESU tiers based on the estimated amount of impervious area associated with each parcel (computed by using the building footprint of the residence). Condominium and townhouse residential units are charged generally by calculating the total number of ESUs applicable to the condominium or townhouse complex as a whole, then dividing that total number of ESUs by the total number of condominium residential units on the property. For general parcels, such as commercial parcels, the number of ESUs has been calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained stormwater management facilities and other factors affecting the quantity or quality of stormwater runoff has also been calculated, if applicable, resulting in the assignment of Net ESUs.

You are receiving this letter because you own property in the stormwater management services area. The current rate is \$72.24 per Net ESU. The annual Stormwater Service Assessment rate for Fiscal Year 2021-22 will be \$76.12 per each Net ESU (an increase of \$3.88 per Net ESU). The maximum Stormwater Service Assessment rate that can be imposed without further mailed notice for future fiscal years is \$80.00 for each Net ESU. It is estimated that the City will collect \$2,963,997 from the Stormwater Service Assessments for Fiscal Year 2021-22.

The above referenced parcel has been assigned the following Net ESUs and assessment amounts:

Number of Net Equivalent Stormwater Units (ESUs): 1.00

The FY 2021-22 annual stormwater assessment for the above parcel is: \$76.12

The maximum annual stormwater assessment that can be imposed without further notice for future fiscal years is \$80.00.

The City Council will hold a public hearing at 5:30 p.m. on August 12, 2021, in the City Council Chambers located at City Hall, 222 West Main Street, Pensacola, Florida. Comments will be received on the proposed Stormwater Service Assessments, including their collection on the ad valorem tax bill. You are invited to attend and participate in the hearing in person. **You may also attend and participate via live stream and/or phone as follows: To watch the meeting live visit: [cityofpensacola.com/428/Live-Meeting-Video](https://www.cityofpensacola.com/428/Live-Meeting-Video). To provide input:**

- You may submit an online form here <https://www.cityofpensacola.com/ccinput> **beginning at 3:00 P.M. until that agenda item has been voted upon** to indicate you wish to speak to a specific item on the agenda **and include a phone number. Staff will call you at the appropriate time so you can directly address the City Council using a telephone held up to a microphone. Any form received after an agenda item has been voted upon will not be considered.**

You may also file written objections with the City Council within twenty (20) days of the date of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Objections should be forwarded as follows: Mayor; Objections to Non-ad Valorem Assessments; P.O. Box 12910, Pensacola, Florida 32521. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 850-435-1606 (or TDD 850-435-1666) 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.

Because the Stormwater Service Assessment will be collected by the Tax Collector of Escambia County, pursuant to Chapter 197, Florida Statutes, failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property, which may result in a loss of title to your property.

If you have any questions regarding the number of Net ESUs assigned to your property or the amount of the Stormwater Service Assessment, please contact Customer Service by telephone at (850) 435-1800.

*****THIS IS NOT A BILL*****

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Grover C. Robinson, IV, Tammy Peters, and Jeremy Cohen, who, after being duly sworn, depose and say:

1. Grover C. Robinson, IV, as Mayor of the City of Pensacola, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Stormwater Utility Ordinance adopted by the City Council on November 16, 2000 (the "Ordinance").

2. Tammy Peters, is Office Manager for Government Services Group, Inc. ("GSG"). GSG has caused the notices required by the Ordinance to be prepared in conformance with the Amended and Restated Initial Assessment Resolution and the Preliminary Rate Resolution adopted May 27, 2021. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the

local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 22, 2021, GSG delivered and directed the mailing of the above-referenced notices by Target Copy ("Target"), in accordance with the Ordinance, the Amended and Restated Initial Assessment Resolution and the Preliminary Rate Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Escambia County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

4. Jeremy Cohen is Sales Manager of Target Copy. As directed above, Target mailed or caused to be mailed on or before July 22, 2021, the above-referenced notices delivered to Target by GSG.

FURTHER AFFIANTS SAYETH NOT.

Grover C. Robinson, IV, affiant

Tammy Peters, affiant

Jeremy Cohen

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021 by Grover C. Robinson, IV, Mayor, City of Pensacola, Florida. He is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No.: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No. _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021 by Jeremy Cohen, Sales Manager, Target Copy, a Florida corporation. He is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No. _____

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of Pensacola, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater management services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Escambia County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Escambia County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2021.

CITY OF PENSACOLA, FLORIDA

By: _____
Grover C. Robinson, IV
Mayor

[to be delivered to Tax Collector prior to September 15]

CITY PURCHASING LEGAL ADS
222 W MAIN ST
PENSACOLA, FL 32502
ATTN

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

PUBLIC NOTICE

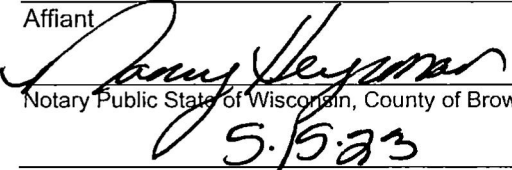
as published in said newspaper in the issue(s) of:

7/22/2021

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

Sworn to and Subscribed before me this 22nd of July 2021, by legal clerk who is personally known to me.

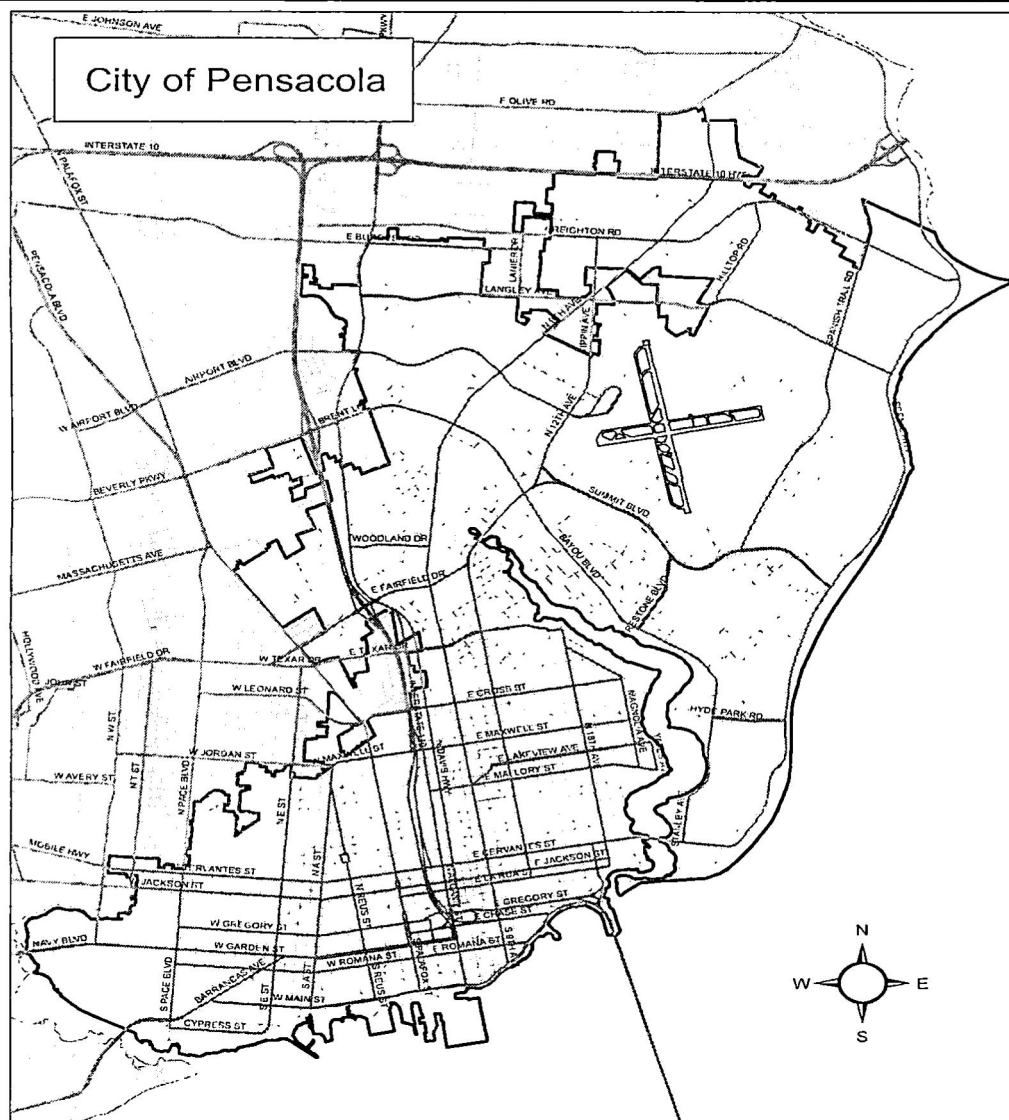
Affiant


Notary Public State of Wisconsin, County of Brown

My commission expires

Publication Cost: \$567.21
Ad No: GCI0690548
Customer No: 226626600
PO#: PUBLIC NOTICE

NANCY HEYRMAN
Notary Public
State of Wisconsin



NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given that the City Council of the City of Pensacola, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the City, as shown above, for the fiscal year beginning October 1, 2021 and future fiscal years. The hearing will be held at 5:30 p.m. on Thursday, August 12, 2021 in the City Council Chambers in City Hall, 222 West Main Street, Pensacola, Florida. The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please call (850) 435-1606 (or TDD 435-1666) for further information. The request must be made at least 48 hours in advance of the event in order to allow the City time to provide requested services. All affected property owners have a right to appear at the hearing and to file written objections with the City Council. All written objections to the non-ad valorem assessments must be filed with the City Council of Pensacola within twenty (20) days of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Address all written objections as follows: The Purchasing Office; Objections to Non-ad Valorem Assessment; Post Office Box 12910, Pensacola, Florida 32521. Any person wishing to appeal any decision of the City Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments have been imposed to fund the City's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the upcoming Fiscal Year will be \$76.12 for each Net ESU. The maximum Stormwater Service Assessment rate that can be imposed in future fiscal years is \$80.00 per net ESU.

Generally, the number of ESUs were calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the Amended and Restated Initial Stormwater Assessment Resolution adopted by the City Council on July 22, 2010. Copies of the Stormwater Services Assessment Ordinance (Ordinance No. 52-00), Amended and Restated Initial Assessment Resolution (Resolution No. 18-10), Amended and Restated Final Assessment Resolution (Resolution No. 36-10), the Preliminary Rate Resolution (2021-31), and the updated assessment roll are available for inspection at the Office of the City Clerk, 222 West Main Street, 7th Floor, Pensacola, Florida.

The Stormwater Service Assessment, except for those imposed on government property, will be collected on the annual property ad valorem tax bill that is mailed in November by the Escambia County Tax Collector. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title.

If you have any questions, please contact Customer Service at (850) 435-1800.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-55

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2021-55 IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2021 STORMWATER ASSESSMENT ROLL

RECOMMENDATION:

That City Council adopt Resolution No. 2021-55.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

The City of Pensacola established a stormwater assessment fee in 2001 to provide a dedicated funding source for stormwater management costs. Since its inception, the fee has generated over \$42.7 million in assessment fee revenue. To continue to receive stormwater assessment revenue, it is necessary that the City Council conduct a public hearing on August 12, 2021 to adopt the annual assessment resolution imposing stormwater service assessments and to approve the 2021 Stormwater Service Assessment Roll.

At the May 27, 2021 City Council meeting, the Council passed Resolution 2021-31 indicating its intent to increase the assessment rate from \$72.24 per Equivalent Stormwater Unit (ESU) to \$76.12 per ESU, or an increase of \$3.88 per ESU. The increase is needed for the City to maintain the current level of service for stormwater management and to provide for the purchase of needed capital equipment.

A summary of the residential and commercial charges proposed at the new rate is provided below:

FY 2021-22 Rate Structure:**Residential:**

<u>Building Sq. Ft.</u>	<u>Proposed Rate</u>
Small - 100 - 1,100	\$ 33.49
Small - Medium - 1,101 - 1,600	\$ 51.76
Medium - 1,601 - 2,500	\$ 76.12
Large - 2,501 - 5,600	\$116.47
Very Large - 5,601	Treated as Commercial Property

Commercial:

A rate of \$76.12 per 2,998 square feet of impervious area (including building footprint, paved parking area, etc.) minus appropriate mitigation credit, typically 32% provided for on-site stormwater retention.

PRIOR ACTION:

May 27, 2021 - City Council passed Resolution No. 2021-31 indicating the Council's intent to increase the City's stormwater assessment rate for FY 2021-22 to \$76.12 per Equivalent Stormwater Unit (ESU).

FUNDING:

Budget: \$ 2,871,800

Actual: \$ 2,871,800

FINANCIAL IMPACT:

The FY 2022 stormwater assessment program will generate an estimated \$2,871,800 at the proposed rate, an increase of \$136,800 over the FY 2021 Beginning Budgeted amount of \$2,735,000.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/23/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator-Community Development
Amy Lovoy, Finance Director
David Forte, Interim Public Works and Facilities Director

George J. Maiberger, Purchasing Manager

ATTACHMENTS:

- 1) Resolution No. 2021-55

PRESENTATION: No

RESOLUTION NO. 2021-55

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Pensacola, Florida, has enacted Ordinance No. 52-00 (the "Ordinance"), which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the City's Stormwater Management Services;

WHEREAS, the reimposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among parcels of property that are specially benefited thereby;

WHEREAS, on May 27, 2021, the City Council adopted Resolution No. 2021-31 (the "Preliminary Rate Resolution"), geographically identifying the area within which the City provides Stormwater Management Services and those properties to be benefited by the City's Stormwater Management Services (the "Stormwater Service Area"), describing the method of assessing the cost of the City's Stormwater Management Services (the "Stormwater Service Cost") against Assessed Property located within the Stormwater Service Area, directing the preparation of the updated Stormwater Assessment Roll, and directing the provision of the notices if required by the Ordinance;

WHEREAS, the City Council desires to reimpose a Stormwater Service Assessment using the tax bill collection method for the Fiscal Year beginning on October 1, 2021;

WHEREAS, in order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2021, the Ordinance requires the City Council to adopt an Annual Stormwater Service Assessment Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Stormwater Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;

WHEREAS, the updated Stormwater Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix B and the proof of publication being attached hereto as Appendix A; and

WHEREAS, a public hearing has been duly held on August 12, 2021 and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF PENSACOLA, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the Ordinance, the Amended and Restated Initial Assessment Resolution (Resolution No. 18-

10), the Amended and Restated Final Assessment Resolution (Resolution No. 36-10), the Preliminary Rate Resolution, Sections 166.021 and 166.041, Florida Statutes, the Charter of the City of Pensacola, Florida, and other applicable provisions of law.

SECTION 2. DEFINITIONS.

(A) This resolution is the Annual Stormwater Assessment Resolution for the imposition of Stormwater Service Assessments.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Amended and Restated Initial Stormwater Service Assessment Resolution, and the Amended and Restated Final Stormwater Service Assessment Resolution.

SECTION 3. APPROVAL OF STORMWATER ASSESSMENT ROLL.

(A) The updated Stormwater Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

(B) Even though they may not be described in the Stormwater Assessment Roll due to Section 119.071(4), Florida Statutes, the approved Stormwater Assessment Roll includes all parcels of Assessed Property with exempt “home addresses.”

SECTION 4. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS.

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Service

Assessment for such Tax Parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution and Preliminary Rate Resolution, and set forth in the updated Stormwater Assessment Roll.

(B) Adoption of this Annual Stormwater Service Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and Preliminary Rate Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution and Preliminary Rate Resolution.

(C) The method for computing and apportioning the Stormwater Service Assessments described in the Amended and Restated Initial Assessment Resolution and Preliminary Rate Resolution is hereby approved.

(D) In accordance with section 163.3162(3), Florida Statutes, the City is prohibited from charging a Stormwater Service Assessment on certain agricultural property, if such farm operation has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-the-district permit, or if it has implemented best management practices adopted as rules by the Florida Department of Environmental Protection, the Department of Agricultural and Consumer Services, or an appropriate water

management district. Accordingly, any Owner of such agricultural property demonstrating that they meet the outlined requirements shall be exempted from the Stormwater Service Assessment.

(E) For the Fiscal Year beginning October 1, 2021, the estimated Stormwater Service Cost of \$2,963,997.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net ESUs. An annual rate of assessment equal to \$76.12 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels of Assessed Property described in the Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2021.

(F) For future fiscal years, the maximum rate of assessment that can be imposed without additional notice to the Owners of Tax Parcels of Developed Property is hereby established as \$80.00 per Net ESU.

(G) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the

City Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(H) As authorized in the Ordinance, interim Stormwater Service Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Annual Stormwater Service Assessment Resolution based upon the rates of assessment approved herein.

SECTION 5. COLLECTION OF STORMWATER SERVICE ASSESSMENTS.

(A) The Stormwater Service Assessments shall be collected from all Assessed Property, except Government Property, pursuant to the Uniform Assessment Collection Act. The Stormwater Utility Director is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Service Assessment Roll to the Tax Collector by September 15, in the manner prescribed by section 197.3632, Florida Statutes. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(B) The Stormwater Service Assessments shall be collected from all Government Property in accordance with Section 4.04 of the Ordinance. The Council hereby directs the Stormwater Utility Director to mail said bills no later than November 1, 2021.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Stormwater Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Stormwater Assessment Resolution.

SECTION 7. EFFECTIVE DATE. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

DULY ADOPTED this 12th day of August, 2021.

CITY OF PENSACOLA, FLORIDA

Jared Moore
President of the City Council

ATTEST:

Ericka L. Burnett
City Clerk

APPENDIX A

PROOF OF PUBLICATION

CITY PURCHASING LEGAL ADS
222 W MAIN ST
PENSACOLA, FL 32502
ATTN

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

PUBLIC NOTICE

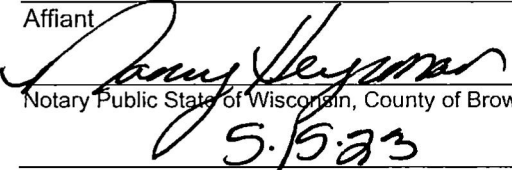
as published in said newspaper in the issue(s) of:

7/22/2021

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

Sworn to and Subscribed before me this 22nd of July 2021, by legal clerk who is personally known to me.

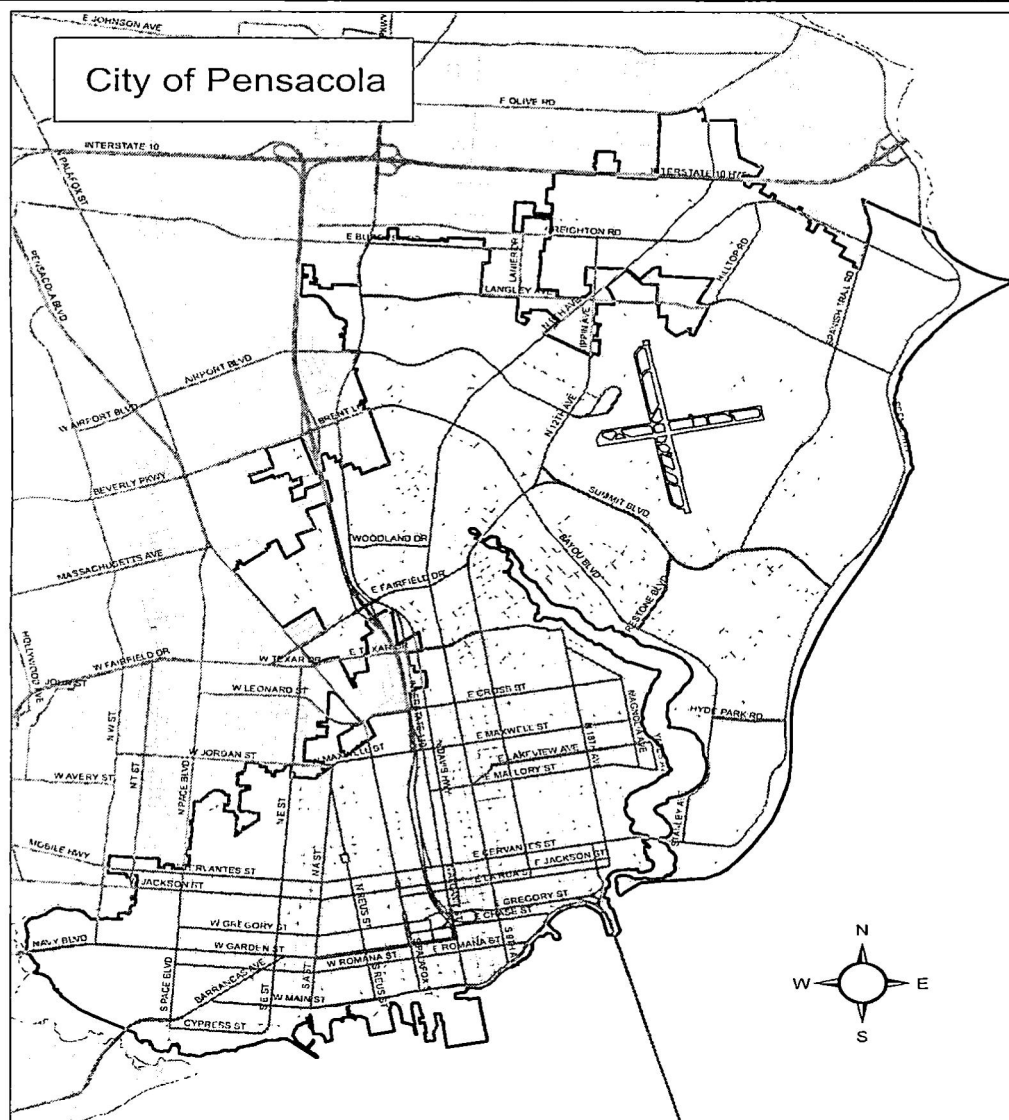
Affiant


Notary Public State of Wisconsin, County of Brown

My commission expires

Publication Cost: \$567.21
Ad No: GCI0690548
Customer No: 226626600
PO#: PUBLIC NOTICE

NANCY HEYRMAN
Notary Public
State of Wisconsin



NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given that the City Council of the City of Pensacola, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the City, as shown above, for the fiscal year beginning October 1, 2021 and future fiscal years. The hearing will be held at 5:30 p.m. on Thursday, August 12, 2021 in the City Council Chambers in City Hall, 222 West Main Street, Pensacola, Florida. The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please call (850) 435-1606 (or TDD 435-1666) for further information. The request must be made at least 48 hours in advance of the event in order to allow the City time to provide requested services. All affected property owners have a right to appear at the hearing and to file written objections with the City Council. All written objections to the non-ad valorem assessments must be filed with the City Council of Pensacola within twenty (20) days of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Address all written objections as follows: The Purchasing Office; Objections to Non-ad Valorem Assessment; Post Office Box 12910, Pensacola, Florida 32521. Any person wishing to appeal any decision of the City Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments have been imposed to fund the City's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the upcoming Fiscal Year will be \$76.12 for each Net ESU. The maximum Stormwater Service Assessment rate that can be imposed in future fiscal years is \$80.00 per net ESU.

Generally, the number of ESUs were calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the Amended and Restated Initial Stormwater Assessment Resolution adopted by the City Council on July 22, 2010. Copies of the Stormwater Services Assessment Ordinance (Ordinance No. 52-00), Amended and Restated Initial Assessment Resolution (Resolution No. 18-10), Amended and Restated Final Assessment Resolution (Resolution No. 36-10), the Preliminary Rate Resolution (2021-31), and the updated assessment roll are available for inspection at the Office of the City Clerk, 222 West Main Street, 7th Floor, Pensacola, Florida.

The Stormwater Service Assessment, except for those imposed on government property, will be collected on the annual property ad valorem tax bill that is mailed in November by the Escambia County Tax Collector. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title.

If you have any questions, please contact Customer Service at (850) 435-1800.

APPENDIX B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Grover C. Robinson, IV, Tammy Peters, and Jeremy Cohen, who, after being duly sworn, depose and say:

1. Grover C. Robinson, IV, as Mayor of the City of Pensacola, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Stormwater Utility Ordinance adopted by the City Council on November 16, 2000 (the "Ordinance").

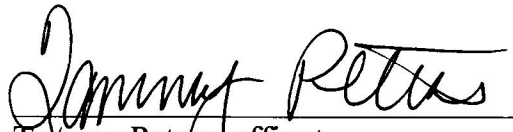
2. Tammy Peters is Office Manager for Government Services Group, Inc. ("GSG"). GSG has caused the notices required by the Ordinance to be prepared in conformance with the Amended and Restated Initial Assessment Resolution and the Preliminary Rate Resolution adopted May 27, 2021. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

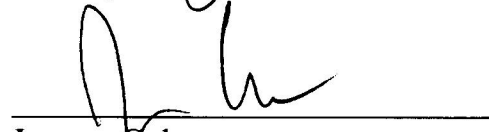
3. On or before July 22, 2021, GSG delivered and directed the mailing of the above-referenced notices by Target Copy ("Target"), in accordance with the Ordinance, the Amended and Restated Initial Assessment Resolution and the Preliminary Rate Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Escambia County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

4. Jeremy Cohen is Sales Manager of Target Copy. As directed above, Target mailed or caused to be mailed on or before July 22, 2021, the above-referenced notices delivered to Target by GSG.

FURTHER AFFIANTS SAYETH NOT.


Grover C. Robinson, IV, affiant


Tammy Peters, affiant


Jeremy Cohen

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of July, 2021 by Grover C. Robinson, IV, Mayor, City of Pensacola, Florida. He is personally known to me or has produced _____ as identification and did take an oath.



DONECIA GRIFFIN
Notary Public
State of Florida
Comm# HH099471
Expires 3/6/2025

Donecia Griffin
Printed Name: Donecia Griffin
Notary Public, State of Florida
At Large
My Commission Expires: 3/6/2025
Commission No.: HH099471

STATE OF FLORIDA
COUNTY OF LEON

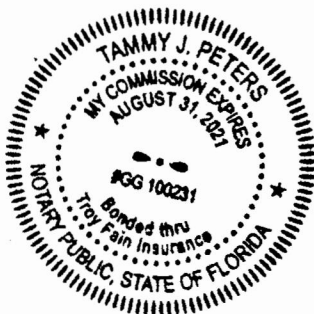
The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 23 day of July, 2021 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced _____ as identification and did take an oath.



Katherine E. Lindsay
Printed Name: Katherine E. Lindsay
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No. _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 23 day of July, 2021 by Jeremy Cohen, Sales Manager, Target Copy, a Florida corporation. He is personally known to me or has produced _____ as identification and did take an oath.



Tammy J. Peters
Printed Name: Tammy Peters
Notary Public, State of Florida
At Large
My Commission Expires: August 31, 2021
Commission No. GG 100231

City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

CITY OF PENSACOLA, FLORIDA
NOTICE OF PUBLIC HEARING FOR ADOPTION
OF STORMWATER SERVICE ASSESSMENT

NOTICE DATE: JULY 22, 2021

CASTRO GERALD S JR
4711 CREIGHTON RD
PENSACOLA FL 32504-9119

Parcel ID#: 09-1S-29-3000-006-002
Legal Description: LT 6 BLK 2 WOODCLIFF UNIT
1 OR 7148 P 1212 PB 6 P
Sequence Number: PS-18006

*****NOTICE TO PROPERTY OWNER*****

Dear City of Pensacola Property Owner:

The past decades have brought increased awareness of the detrimental environmental impacts associated with stormwater runoff from developed property including degradation of surface waters, land erosion, flooding and collection of standing water on streets and property. In 2001, in response to public demand and increased federal regulations, the City initiated efforts to improve stormwater management services and provide a dedicated funding source for these services by creating a stormwater assessment program to generate revenues. The original stormwater assessments were imposed and collected on the November 2001 tax bill and subsequent years. The City updated the stormwater assessment program in 2010.

Stormwater service assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on your property. Impervious surfaces include the rooftop, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is the value of one "equivalent stormwater unit" or "ESU Value." Single-family residential properties are categorized into one of five ESU tiers based on the estimated amount of impervious area associated with each parcel (computed by using the building footprint of the residence). Condominium and townhouse residential units are charged generally by calculating the total number of ESUs applicable to the condominium or townhouse complex as a whole, then dividing that total number of ESUs by the total number of condominium residential units on the property. For general parcels, such as commercial parcels, the number of ESUs has been calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained stormwater management facilities and other factors affecting the quantity or quality of stormwater runoff has also been calculated, if applicable, resulting in the assignment of Net ESUs.

You are receiving this letter because you own property in the stormwater management services area. The current rate is \$72.24 per Net ESU. The annual Stormwater Service Assessment rate for Fiscal Year 2021-22 will be \$76.12 per each Net ESU (an increase of \$3.88 per Net ESU). The maximum Stormwater Service Assessment rate that can be imposed without further mailed notice for future fiscal years is \$80.00 for each Net ESU. It is estimated that the City will collect \$2,963,997 from the Stormwater Service Assessments for Fiscal Year 2021-22.

The above referenced parcel has been assigned the following Net ESUs and assessment amounts:

Number of Net Equivalent Stormwater Units (ESUs): 1.00

The FY 2021-22 annual stormwater assessment for the above parcel is: \$76.12

The maximum annual stormwater assessment that can be imposed without further notice for future fiscal years is \$80.00.

The City Council will hold a public hearing at 5:30 p.m. on August 12, 2021, in the City Council Chambers located at City Hall, 222 West Main Street, Pensacola, Florida. Comments will be received on the proposed Stormwater Service Assessments, including their collection on the ad valorem tax bill. You are invited to attend and participate in the hearing in person. **You may also attend and participate via live stream and/or phone as follows: To watch the meeting live visit: [cityofpensacola.com/428/Live-Meeting-Video](https://www.cityofpensacola.com/428/Live-Meeting-Video). To provide input:**

- You may submit an online form here <https://www.cityofpensacola.com/ccinput> **beginning at 3:00 P.M. until that agenda item has been voted upon** to indicate you wish to speak to a specific item on the agenda **and include a phone number. Staff will call you at the appropriate time so you can directly address the City Council using a telephone held up to a microphone. Any form received after an agenda item has been voted upon will not be considered.**

You may also file written objections with the City Council within twenty (20) days of the date of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Objections should be forwarded as follows: Mayor; Objections to Non-ad Valorem Assessments; P.O. Box 12910, Pensacola, Florida 32521. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 850-435-1606 (or TDD 850-435-1666) 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.

Because the Stormwater Service Assessment will be collected by the Tax Collector of Escambia County, pursuant to Chapter 197, Florida Statutes, failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property, which may result in a loss of title to your property.

If you have any questions regarding the number of Net ESUs assigned to your property or the amount of the Stormwater Service Assessment, please contact Customer Service by telephone at (850) 435-1800.

*****THIS IS NOT A BILL*****

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Grover C. Robinson, IV, Tammy Peters, and Jeremy Cohen, who, after being duly sworn, depose and say:

1. Grover C. Robinson, IV, as Mayor of the City of Pensacola, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Stormwater Utility Ordinance adopted by the City Council on November 16, 2000 (the "Ordinance").

2. Tammy Peters, is Office Manager for Government Services Group, Inc. ("GSG"). GSG has caused the notices required by the Ordinance to be prepared in conformance with the Amended and Restated Initial Assessment Resolution and the Preliminary Rate Resolution adopted May 27, 2021. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the

local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 22, 2021, GSG delivered and directed the mailing of the above-referenced notices by Target Copy ("Target"), in accordance with the Ordinance, the Amended and Restated Initial Assessment Resolution and the Preliminary Rate Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Escambia County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

4. Jeremy Cohen is Sales Manager of Target Copy. As directed above, Target mailed or caused to be mailed on or before July 22, 2021, the above-referenced notices delivered to Target by GSG.

FURTHER AFFIANTS SAYETH NOT.

Grover C. Robinson, IV, affiant

Tammy Peters, affiant

Jeremy Cohen

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021 by Grover C. Robinson, IV, Mayor, City of Pensacola, Florida. He is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No.: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No. _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021 by Jeremy Cohen, Sales Manager, Target Copy, a Florida corporation. He is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No. _____

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of Pensacola, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater management services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Escambia County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Escambia County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2021.

CITY OF PENSACOLA, FLORIDA

By: _____
Grover C. Robinson, IV
Mayor

[to be delivered to Tax Collector prior to September 15]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00542

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING: REQUEST FOR ZONING MAP AMENDMENT - 1301 N. PALAFOX STREET

RECOMMENDATION:

That City Council conduct a public hearing on August 12, 2021, to consider the request to amend the Zoning Map for 1301 N. Palafox Street.

HEARING REQUIRED: Public

SUMMARY:

The City has received a request from 1301 N. Palafox Street, LLC to amend the City's Zoning Map for the property located at 1301 N. Palafox Street. The property is currently split zoned between PC-1, North Hill Preservation Commercial Zoning District, and PR1-AAA, North Hill Preservation Single-Family Zoning District. The applicant is proposing to amend the zoning map to include the property, in its entirety, in the PC-1, North Hill Preservation Commercial District.

On June 8, 2021, the Planning Board made a motion to deny with a recommendation to Council that they consider a transitional zone for this particular case. Implementation of this recommendation would require a future amendment to the City's Land Development Code. The motion to deny carried 5-2 with board members Wiggins and Larson dissenting.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

6/21/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Sherry Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Planning Board Rezoning Application
- 2) Community Comments
- 3) Planning Board Minutes June 8 2021 DRAFT
- 4) Zoning Map June 2021
- 5) Proposed Ordinance No. 29-21

PRESENTATION: No



April 28, 2021

Cynthia Cannon, Assistant Director
City of Pensacola, Planning Services
222 W. Main Street
Pensacola, FL 32502

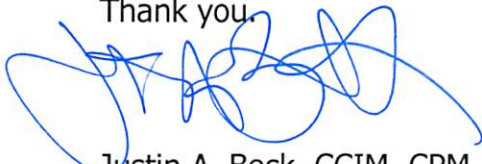
RE: Rezoning Application
1301 N Palafox Street

Cynthia,

We are submitting the attached rezoning application and attachments for the next Planning Board meeting scheduled on June 8. The purchaser, 1301 N Palafox Street LLC, is in the process of purchasing the property and the closing is scheduled for Friday, May 7.

Please review and email us a date and time to submit the original application.

Thank you.



Justin A. Beck, CCIM, CPM
CEO – Beck Partners

REZONING

Please check application type:



Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00



Applicant Information:

Name: 1301 N. Palafox Street, LLC Date: 4/27/2021

Address: 125 W. Romana Street, Suite 800, Pensacola, FL 32502

Phone: 850-477-7044 Fax: 850-479-8736 Email: jbeck@teambeck.com

Property Information:

Owner Name: 1301 N. Palafox Street, LLC Phone: 850-477-7044

Location/Address: 1301 N Palafox Street, Pensacola, FL 32501

APO Parcel ID: 0 0 - 0 S - 0 0 - 9 0 1 0 - 0 0 1 - 1 6 3 Acres/Square Feet: 2.7769

Zoning Classification: Existing PC-1(North Hill Preservation Commercial) Proposed PC-1
APO PRI-AAA

Future Land Use Classification: Existing PC-1 Proposed PC-1

Reason Rezoning Requested: To have all property zoned in same district and to have compatible use across the property.

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

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 27 day of April, 2021.

[Signature]
Applicant Signature

[Signature]
Owner Signature

1301 N Palafox Street, LLC

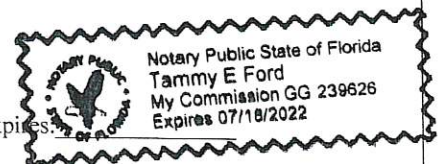
1301 N. Palafox Street, LLC

Applicant Name (Print) Justin A. Beck, Manager Owner Name (Print) Justin A. Beck

Sworn to and subscribed to before me this 27 day of April, 2021

Name: Tammy E Ford

Commission Expires: 07/18/2022



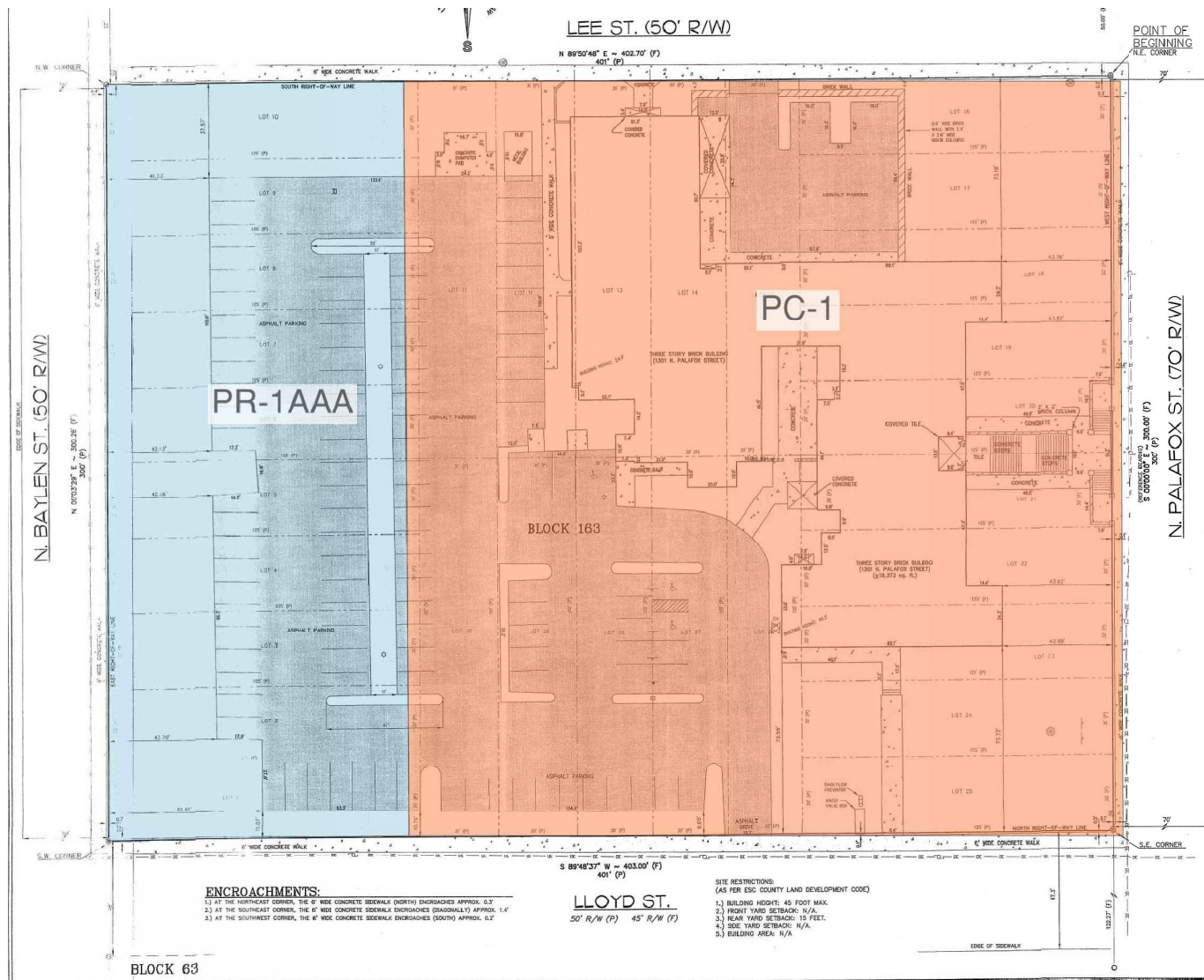
FOR OFFICE USE ONLY

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

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

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

Second Reading: _____ Ordinance Number: _____



Rezoning of "Lots 1 to 12, 29, and 30 of Block 63 of Belmont Tract".

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

LOTS 1-13 AND LOTS 28-30, BLOCK 163, CLAPP TRACT, CITY OF PENSACOLA,
ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY, COPYRIGHTED
BY THOMAS C. WATSON IN 1906. CONTAINS 1.5 ACRES MORE OR LESS.

E. Wayne Parker 5/5/21

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174
STATE OF FLORIDA

NOT VALID WITHOUT
ORIGINAL RAISED SEAL
OF FLORIDA REGISTERED
LAND SURVEYOR

PAGE 1 OF 2



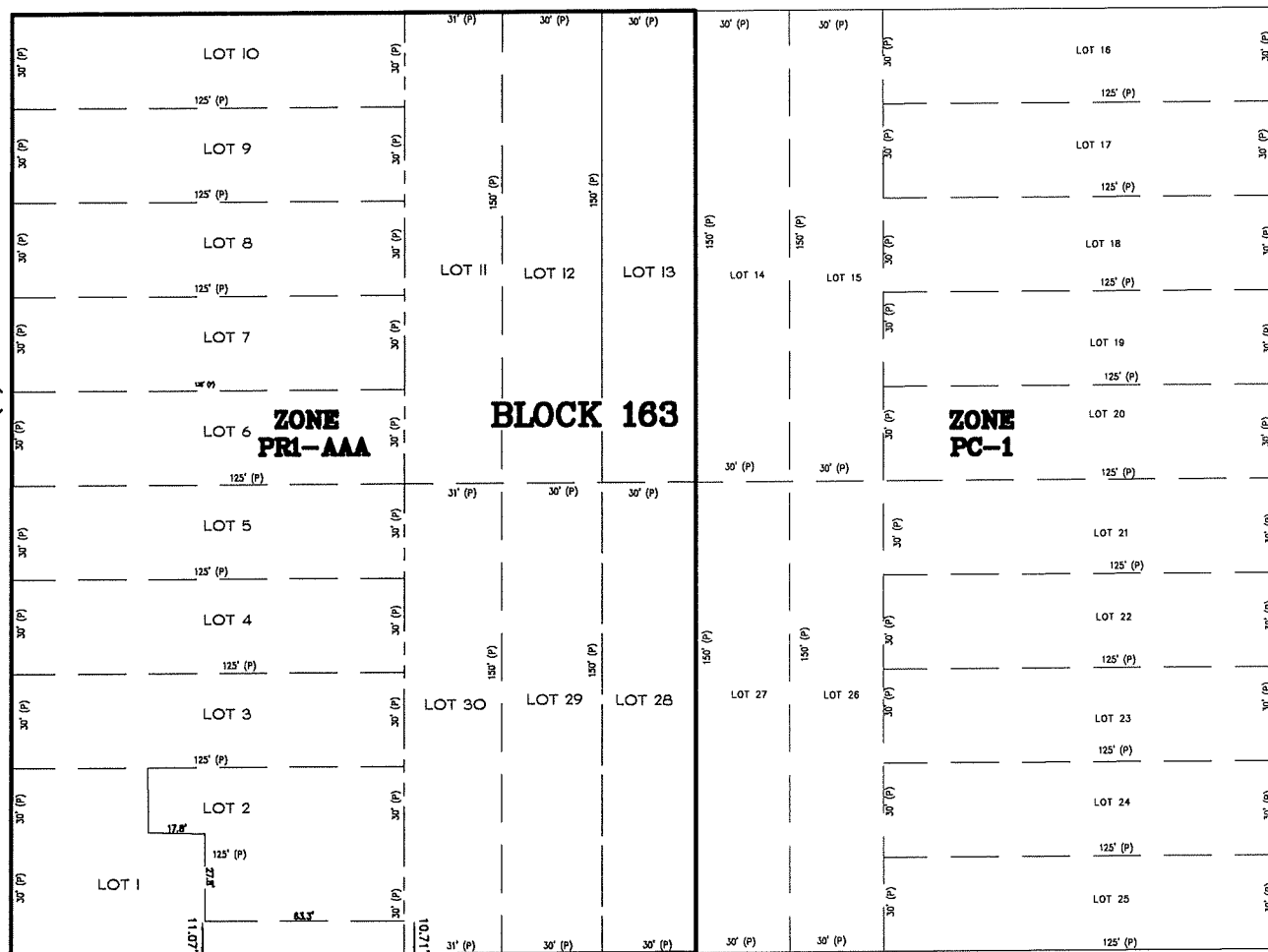
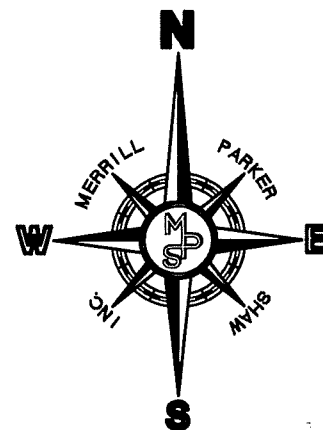
MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

Phone: (850) 478-4923
Fax: (850) 478-4924

**A PORTION OF BLOCK 163, CLAPP TRACT,
CITY OF PENSACOLA
LEGAL DESCRIPTION**

LEE ST. (50' R/W)

N 89°50'48" E ~ 402.70' (F)
401' (P)N. BAYLEN ST. (50' R/W)
N 00°03'29" E ~ 300.26' (F)
300' (P)S 89°48'37" W ~ 403.00' (F)
401' (P)LLOYD ST.
50' R/W (P) 45' R/W (F)PAGE 2 OF 2
SCALE 1"=100'MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING4928 N. Davis Highway
Pensacola, Florida 32503Phone: (850) 478-4923
Fax: (850) 478-4924A PORTION OF BLOCK 163, CLAPP TRACT,
CITY OF PENSACOLA
DESCRIPTION SKETCH

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of the 22 day of February, 2021 (the "Effective Date"), by and between STAG Industrial Holdings, LLC, a Delaware limited liability company, as successor-by-merger to STAG III Pensacola, LLC, a Delaware limited liability company ("Seller") and Bayfront Capital Partners, LLC, a Florida limited liability company ("Buyer").

RECITALS

Seller is the fee owner of that certain Property (as defined below) improved with an office ("Building") situated on approximately 2.78 acres of land ("Land") located at 1301 North Palafox Street, Pensacola, Florida, all as more particularly described in Exhibit A attached hereto and incorporated herein.

Buyer desires to acquire the Property and Seller is willing to sell the Property, on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the incorporation of the above recitals and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. The following terms used herein shall have the following meanings:

1.1 Broker: Beck Partners CRE, LLC.

1.2 Business Day: Any day on which national banks are open for business in the City of Boston, Massachusetts.

1.3 Intentionally Omitted.

1.4 Closing: The conveyance, transfer and assignment of the Property by Seller to Buyer, in accordance with the provisions set forth in this Agreement.

1.5 Closing Date: The Closing shall occur on the date that is thirty (30) days following the conclusion of the Study Period or if applicable, the first Business Day thereafter, unless otherwise agreed upon in writing by Seller and Buyer. It is understood and agreed that all documents required to be delivered under Sections 6.3 and 6.6, and the wire transfer of Buyer's and/or Buyer's lender's funds shall be delivered into escrow by 3:00 PM (EST) on the Closing Date.

1.6 Deed: The recordable Special Warranty Deed conveying to Buyer fee simple title to the Building and Land, subject only to the Permitted Exceptions.

1.7 Earnest Money: The amount \$~~100,000.00~~, as provided in Section 2.2.

1.8 Earnest Money Escrow Agreement: The strict joint order escrow trust instructions among Escrow Agent, Buyer and Seller governing the deposit and disbursement of the Earnest Money attached hereto and incorporated herein as Schedule 1.

1.9 Escrow Agent: The Title Insurer who shall hold the Earnest Money and act as escrow agent pursuant to the terms of Earnest Money Escrow Agreement.

1.10 Estoppel Certificate. Seller shall use commercially reasonable efforts to obtain Tenant's execution of an Estoppel Certificate on such form as that is permitted under the Lease, at least five (5) days prior to the Closing Date. Buyer shall provide Seller with the form of estoppel certificate no later than five (5) days following the Effective Date. In no event shall Seller's inability to obtain an executed Estoppel Certificate constitute default by Seller hereunder, provided that delivery of an Estoppel Certificate from Tenant shall be a condition to Buyer's obligation to purchase the Property as provided in Section 6.7(a)(5) below.

1.11 Improvements: The Building and all other structures or improvements located on the Land.

1.12 Intangible Property: All intangible property held by Seller in connection with the Property, including all transferable zoning rights and rights under any licenses, operating permits or sign permits in effect with respect thereto.

1.13 Knowledge of Buyer: The terms "Knowledge of Buyer", to Buyer's Knowledge and similar phrases mean any fact or circumstance which is within the actual knowledge of Justin A. Beck or James Stacy Taylor and in no event shall any such term extend to the knowledge of any other employee, member, manager or agent of Buyer.

1.14 Knowledge of Seller: The terms "Knowledge of Seller", to Seller's knowledge and similar phrases mean any fact or circumstance which is within the actual knowledge of David G. King, Vice President of Seller and Director of Real Estate Operations or readily available to him upon reasonable inquiry and in no event shall any such term extend to the knowledge of any other employee, member, manager or agent of Seller.

1.15 Land: The real estate described in Exhibit A attached hereto underlying the Building, including all right, title and interest in and to any land lying in the bed of any existing or proposed highway, street, road, avenue, or alley abutting or adjoining the real property, any air rights related thereto, the rights and easements appurtenant to the ownership of such real property, all right, title and interest of the Seller in and to any strips or gores of land adjoining said real property, and all other rights appurtenant to such real estate.

1.16 Lease: The Lease between Seller and Tenant dated December 14, 2018, pursuant to which Tenant has the right to occupy the Improvements.

1.17 Permitted Exceptions: As defined in Section 3.

1.18 Property: Collectively, the Land, Improvements, and Intangible Property.

1.19 Purchase Price: [REDACTED] and 00/100 Dollars ([REDACTED]) subject to adjustments as set forth herein, to be paid by Buyer at Closing by wire transfer of immediately available federal funds.

1.20 Study Period. A period commencing on the Effective Date and continuing for forty-five (45) days (or if applicable, the first business day thereafter).

1.21 Subordination, Non-Disturbance and Attornment Agreement ("SNDA"). Seller shall use commercially reasonable efforts to obtain Tenant's execution of a SNDA on such form as that is permitted under the Lease, at least five (5) days prior to the Closing Date. Buyer shall provide Seller with the form of SNDA at least five (5) days prior to the expiration of the Study Period. In no event shall Seller's inability to obtain an executed SNDA be deemed a default by Seller hereunder, provided that delivery of a SNDA from Tenant shall be a condition to Buyer's obligation to purchase the Property as provided in Section 6.7(a)(5) below.

1.22 Surviving Obligations: Those obligations of Buyer or Seller specifically described or referred to herein as a Surviving Obligation or Surviving Obligations, as applicable, which shall survive Closing or termination of this Agreement.

1.23 Tenant. State of Florida Department of Law Enforcement in its capacity as tenant under the Lease.

1.24 Title Insurer: The Boston office of First American Title Insurance Company, 800 Boylston Street, Suite 2820, Boston, MA 02199, Attention: Anthony J. Bucchere, Esquire.

2. TERMS OF PURCHASE.

2.1 Purchase and Sale. Buyer shall purchase the Property from Seller and Seller shall sell the Property to Buyer for the Purchase Price and on the terms and subject to the conditions hereinafter set forth.

2.2 Earnest Money.

(a) Within three (3) Business Days of the Effective Date, Buyer shall deposit the Earnest Money with Escrow Agent which shall be held pursuant to the Earnest Money Escrow Agreement. The fees of the Escrow shall be shared equally by the parties. The Earnest Money shall be applied in payment of the Purchase Price at Closing, or, as provided in Section 12.2, disbursed to Seller in the event of a Buyer default as Seller's sole and exclusive remedy. All interest earned on the Deposit shall follow the Deposit.

(b) The terms of the Earnest Money Escrow Agreement shall be consistent with the provisions of this Agreement, but if there shall be any conflict, the terms of this Agreement shall control. The Earnest Money shall be invested (at Buyer's expense) and the interest earned thereon shall be disbursed to Buyer.

2.3 Payment of Purchase Price. On the Closing Date, the Earnest Money shall be paid to the Seller as a part of the Purchase Price and Buyer shall pay the balance of the Purchase Price, as adjusted for prorations and other matters provided for herein, by wire transfer of funds to Escrow Agent.

3. TITLE COMMITMENT AND SURVEY.

3.1 Title. Within one (1) Business Day following confirmation of receipt of the Earnest Money by the Escrow Agent, Seller shall deliver to Buyer a copy of Seller's Owner's Title Insurance Policy No. O-2125-746839, dated November 14, 2007 (the "Existing Policy").

Within ten (10) days of the Effective Date, Seller shall obtain a commitment, together with copies of all available recorded instruments noted therein (the "Title Commitment") from Title Insurer for an ALTA Form 2006 Owner's Title Insurance Policy (the "Policy") covering title to the Property. At Closing, the Policy will be issued based on the Title Commitment subject only to (i) real estate taxes not yet due and payable; (ii) all matters reflected as exceptions in the Existing Policy other than any indebtedness of Seller secured by the Property; (iii) any other agreements, restrictions, reservations or easements of record; (iv) rights of tenants in possession under the Lease; and (v) such other matters approved or deemed approved by Buyer (collectively, the "Permitted Exceptions"). Any title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, caused or permitted by Seller, shall be removed by the payment of money at Closing.

3.2 Survey. Within one (1) Business Day following confirmation of receipt of the Earnest Money by the Escrow Agent, Seller shall deliver to Buyer a copy of the ALTA/ACSM Land Title Survey, prepared by Merrill Parker Shaw, Inc. and dated November 14, 2007 (the "Existing Survey"). Buyer may obtain at its expense any update or re-certification of the Existing Survey or a new survey as it may desire (the "Survey").

3.3 Exceptions. Buyer shall notify Seller in writing no later than ten (10) days prior to the expiration of the Study Period, of any matter shown on the Title Commitment (other than the Permitted Exceptions detailed in Section 3.1 above) or Survey which is not acceptable to Buyer (each a "Title Defect") (such notice referred to herein as "Buyer's Title Defect Notice"). Within five (5) Business Days of Seller's receipt of Buyer's Title Defect Notice, Seller shall respond to Buyer in writing indicating what, if any action, Seller shall take with respect to any Title Defect ("Seller's Title Defect Response"), and to the extent Seller has elected to cure any Title Defect, Seller shall have until the Closing Date to have such matters removed from the Title Commitment or to correct such Title Defects and cause the Title Commitment to be revised and reissued without such items or to have the Title Insurer commit to insure against loss or damage that may be occasioned by such matters or Title Defects. Within two (2) Business Days of Buyer's receipt of Seller's Title Defect Response, Buyer shall notify Seller whether the corrective action for any Title Defect as described in Seller's Title Defect Response is not satisfactory. If Buyer objects to Seller's proposed corrective action, then Buyer shall so state in its notification to Seller, and Buyer shall elect to either (i) terminate this Agreement (and the Earnest Money shall be returned to Buyer), or (ii) accept Seller's proposed corrective action and waive all rights to further object to such Title Defects subject to Seller completing the stated corrective action, and all other Title Defects as set forth in Buyer's Title Defect Notice shall be deemed Permitted Exceptions. To the extent Seller has elected to address any Title Defects, in the event Seller fails to have such matters removed or corrected, or in the alternative, to obtain the revised Title Commitment specified above within the specified time, then Buyer may, upon notice to Seller either (i) terminate this Agreement (and the Earnest Money shall be returned to Buyer) or (ii) accept title (and/or any matters shown on the Survey) as it then is with the right to deduct from the Purchase Price liens or encumbrances reflected on the Title Commitment of a definite or ascertainable amount caused or permitted by Seller.

4. DUE DILIGENCE.

4.1 Delivery of Documents. Within one (1) Business Day following confirmation of receipt of the Earnest Money by the Escrow Agent, Seller shall deliver to Buyer for its review, copies of the following documents (collectively, with the Existing Policy, Title Commitment, and Existing Survey, the “Documents”) which are in Seller’s possession:

- (a) Copies of all leases, together with any amendments thereto;
- (b) Copies of the most recently issued bills for all real property taxes;
- (c) Any plans, drawings, and specifications of the buildings and improvements; any permits and approvals; any service contracts; any warranties relating to the improvements; and copies of Certificates of Occupancy;
- (d) Copies of 2019 and year-to-date financial statements for the Property.

In addition, Seller shall deliver promptly to Buyer for Buyer’s review, any materials relating to, updating or modifying any of the Documents that are within Seller’s possession at any time prior to Closing.

4.2. Study Period. During the Study Period, Buyer and its agents, employees or contractors shall have the right, at Buyer’s sole cost, to review the Documents, to inspect the Property and to conduct such tests and analyses of the physical, structural, financial, and environmental conditions of the Property and the feasibility of the acquisition and operation of the Property and to obtain such commitments or agreements relating to any acquisition financing as Buyer deems appropriate in accordance with the provisions hereof. Seller shall reasonably cooperate with Buyer as necessary in these endeavors. Buyer shall coordinate its inspections and entry on the Property with Broker and Seller so that Broker and/or another representative of Seller may be present at such times and where feasible, provide Seller and Broker at least 24 hours oral notice of Buyer’s plans. Buyer shall not conduct any invasive testing on any portion of the Property or any Building without first obtaining the Seller’s consent, which Seller may withhold in its sole and absolute discretion. In the event that Buyer’s Phase I environmental report recommends that Buyer obtain additional environmental reports or otherwise recommends any additional environmental testing, then Buyer shall notify Seller of the recommendation and provide Seller with a copy of the Phase I environmental report and/or the applicable recommendation within two (2) Business Days of receipt of same. The scope of the work performed in connection with such additional environmental testing shall be subject to Seller’s review and written approval. Buyer shall indemnify and hold Seller harmless from and against any damages, claims or losses (including reasonable attorneys’ fees) for injury to person or damage to property to the extent arising from Buyer’s (or its agents or contractors) entry onto the Property, and shall repair any damage to any property to substantially its prior condition caused by Buyer’s tests or entry on the Property, which indemnification and repair obligations shall be Surviving Obligations. Prior to any third party entering onto any portion of the Property in conjunction with Buyer inspections during the Study Period, such person or entity shall deliver to Seller a certificate of insurance evidencing commercial general liability coverage in an amount not less than \$1.0 million.

4.3 Termination Election. Buyer shall have the option, exercisable in its sole discretion, to terminate this Agreement for any reason or no reason whatsoever, by written notice to Seller (the "Study Period Termination Notice") on or before the expiration of the Study Period. In such event, neither party shall have any further liability hereunder except as to any Surviving Obligations. Prior to Seller joining in the direction to Escrow Agent to disburse the Earnest Money to Buyer, Buyer shall have (i) returned to Seller or agreed to destroy all copies of the Documents; and (ii) provided evidence to Seller that all amounts payable to any consultant or engineer who provided services relating to the Property during the Study Period have been paid in full. Following the Buyer's delivery of the Study Period Termination Notice to Seller and Escrow Agent, Seller's receipt of Buyer's confirmation that Buyer returned to Seller or agreed to destroy all copies of the Seller's Documents and Buyer's receipt of its refunded Earnest Money, neither party shall have any further liability hereunder except as to any Surviving Obligations.

4.4 No Exercise of Termination Election. If Buyer does not deliver the Study Period Termination Notice to Seller on or before the expiration of the Study Period, Buyer shall have waived its rights to so terminate this Agreement. Following the expiration of the Study Period, the Earnest Money shall be non-refundable to Buyer except in the event of Seller's default or as otherwise specifically provided herein.

5. CONDEMNATION/CASUALTY

5.1 Taking. If prior to the Closing Date, a significant portion of the Land is taken by eminent domain or is under notice of an eminent domain proceeding such that the Property would not be usable for its current use (a "Taking"), Seller shall immediately notify Buyer in writing. If a Taking is reasonably estimated by Seller to require expenditure of more than One Hundred Fifty Thousand Dollars (\$150,000.00) to restore the Property or reconfigure portions of the Land or is of such character as would entitle the Tenant to terminate its Lease on account of such Taking, Buyer may elect either to terminate this Agreement or to proceed to Closing by written notice to Seller within five (5) days following receipt of Seller's notice. If Buyer elects to terminate this Agreement, the Earnest Money shall be returned to Buyer. If Buyer elects to proceed to Closing, then at Closing Seller shall assign to Buyer all Seller's rights to any proceeds or award for such taking. Seller agrees not to negotiate, compromise or agree to any settlement of any award or damages arising out any condemnation of the Property without Buyer's consent, which consent shall not be unreasonably withheld or delayed.

5.2 Casualty. If prior to the Closing Date, any portion of the Building is damaged by fire or other casualty (the "Damage"), and if the cost of required repair or replacement related to the Damage is One Hundred Fifty Thousand Dollars (\$150,000.00) or more, Buyer, may elect by written notice to Seller within ten (10) days, after learning of the extent of such Damage, (i) terminate this Agreement (and the Earnest Money will be returned to Buyer; or (ii) accept the Property in its then damaged condition and accept an assignment of Seller's rights to receive insurance proceeds on account of such damage not to exceed the amount of the Purchase Price, less any costs that Seller may have incurred prior to Closing to repair the Property.

6. CLOSING.

6.1 Time of Closing. The Closing shall occur at the offices of the Title Insurer, on the Closing Date. It is understood and agreed that the Closing shall be transacted via customary escrow provisions and that the physical presence of the parties is not required at Closing; and that all documents required to be delivered under Section 6.3 and Section 6.6, and the wire transfer of Buyer's and/or Buyer's lender's funds shall be delivered into escrow by 3:00 PM Eastern Daylight Saving Time on the Closing Date.

6.2 Possession. Seller shall deliver to Buyer possession of the Property at the time of Closing subject only to whatever rights of possession Tenant may then have.

6.3 Seller Deliveries. On the Closing Date, Seller shall execute and deliver the following documents to the Title Insurer for the benefit of Buyer:

- (a) The Deed;
- (b) The Executed Lease, An Assignment and Assumption of Lease Agreement;
- (c) Notice advising Tenant of the sale of the Property and Assignment of the Lease;
- (d) General assignment of all right, title and interest of Seller in and to the Intangible Property;
- (e) Quitclaim Bill of Sale with respect to any personal property, fixtures or equipment owned by Seller located on the Property, other than belonging to Tenant;
- (f) A Certificate under Section 1445 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder, confirming the Transferor's non-foreign status;
- (g) Signature Page to the agreed upon form of Settlement Statement;
- (h) Transfer tax declarations, if any; and
- (i) Such other documents, affidavits, instruments, certifications and confirmations which Seller is required to deliver to Buyer pursuant to this Agreement or as may be otherwise required by the Title Insurer in order to consummate this transaction including the customary form of Owner's Title Insurance Affidavit and Gap Indemnity.

6.4 Manner of Closing. On the Closing Date, the transaction shall be closed by means of a so-called New York Style Closing, with the concurrent delivery of the documents listed in Sections 6.3 and 6.6 and the payment of the Purchase Price. Seller and Buyer agree that disbursement of the Purchase Price, as adjusted by the prorations, shall not be conditioned upon the recording of the Deed.

6.5 Closing Costs. Seller shall pay the following costs: (a) documentary stamps or transfer taxes payable on recording of the deed; (b) the cost of a "base" owner's title insurance

policy; and (c) one-half of the examination fee and closing fees charged by the Escrow Agent. (d) all recording fees due upon the recording of any instruments as required to cause the discharge of any liens filed against the Land; and (e) the Broker's Commission. Buyer shall pay the following costs: (w) one-half of the examination fee and closing fees charged by the Escrow Agent; (x) the cost of all recording fees including the Deed; (y) the cost of any survey that Buyer may obtain as a part of its due diligence; and (z) the cost of extended coverage or requested endorsements to the owner's title insurance policy and any mortgagee's policies of title insurance. Each party shall assume, bear and pay its own attorney's fees.

6.6 Buyer Deliveries. On the Closing Date, Buyer shall execute and deliver the following documents to the Title Insurer for the benefit of Seller:

- (a) Signature Page to the agreed upon form of Settlement Statement;
- (b) Counterpart signature page to the Assignment and Assumption of Lease Agreement;
- (c) Transfer tax declarations, if any;
- (d) Such other documents, instruments, certifications and confirmations which Buyer is specifically required to deliver to Seller pursuant to this Agreement or as may be otherwise reasonably required by Title Insurer in order to consummate this transaction.

6.7 Conditions to Closing.

(a) The Closing Conditions described in subsections (1) through (5) shall be conditions to Buyer's obligations to consummate the acquisition of the Property.

(1) There shall be no matters other than the Permitted Exceptions disclosed by any update to the Title Commitment as of the Closing Date which are not cured by Seller;

(2) Seller shall have delivered all of the items referred to in Section 6.3;

(3) Seller's representations and warranties shall be true and correct in all material respects on the Closing Date;

(4) Seller shall not be the subject of any bankruptcy or other insolvency proceeding or action; and

(5) Buyer shall have received an Estoppel Certificate and SNDA executed by the Tenant in form reasonably acceptable to Buyer or as otherwise provided herein; and

(b) The Closing Conditions described in subsection (1) through (3) shall be conditions to Seller's obligations to consummate the sale of the Property;

(1) Buyer shall have delivered all of the items referred to in Section 6.6;

(2) Buyer's representations and warranties shall be true and correct in all material respects on the Closing Date; and

(3) Buyer shall not be the subject of any bankruptcy or other reorganization or insolvency proceeding.

(c) In the event of a termination under this Section, this Agreement shall become void and of no further force and effect, except for any Surviving Obligations and the Earnest Money shall be returned to Buyer.

7. PRORATIONS AND ADJUSTMENTS.

7.1 Real Estate Taxes. The adjustment for current real estate taxes shall be based upon the number days in the calendar year in which the Closing occurs, namely, on a per diem basis, and based upon the actual amount of real estate taxes, if known at the time of Closing. If the real estate taxes are undetermined for the year of closing, the proration shall be based upon the most recent available tax rate and valuation, giving effect to applicable exemption, recently voted millage, etc., whether or not certified. The proration of real estate taxes at Closing as set forth herein shall be final with no further adjustments after the actual closing. Real estate taxes and assessments are subject to retroactive change by government authority. The real estate taxes for the property for the current year may change as a result of the transfer or as a result of a change in the tax rate.

7.1.1 Method of Tax Proration. The Buyer will assume, and agrees to pay and indemnify Seller against any liability for any and all Taxes that are due and payable from and after the Closing Date, regardless of when or for what period of time any such Taxes may have accrued. At the Closing, however, the Buyer will be entitled to a credit from the Seller for a portion of the Taxes that are due and payable in the year of Closing (the "Closing Year"), based upon the number of days in the Closing Year that the Seller owned the Property, so that the Taxes that are due and payable in the Closing Year will be prorated on a "cash basis", except in the event Seller has paid any portion of the Taxes due and payable from and after the Closing Date. In such event, Seller shall then receive a credit from Buyer for a portion of the Taxes paid by the Seller in the year of Closing.

7.2 Rent. Rent for the month of Closing shall be prorated as of the date of the Closing Date. If there is any rent owed for any period prior to the month of Closing, Buyer shall make commercially reasonable efforts to collect such amounts for the benefit of Seller, and upon receipt shall deliver such funds to Seller, provided that amounts received by Buyer in payment of rent may be first applied to current obligations, and provided further that Buyer shall not be obligated to expend any amounts in such collection efforts nor be obligated to declare a default under the Lease or sue the Tenant to collect such delinquent amounts.

7.3 Utilities. Seller shall arrange for final readings of the meters or other consumption measuring devices for the gas, electric and water/sewer accounts two (2) Business

Day prior to the Closing Date. Seller shall be responsible for payment of all utility charges incurred through the day preceding the Closing Date, which shall be a Surviving Obligation. It shall be Buyer's responsibility to establish new accounts in its name as of the Closing Date.

7.4 General. All prorations shall be affected by an adjustment to the Purchase Price payable at Closing. The parties agree to correct promptly any computational errors with respect to any proration items or closing adjustments, discovered within three (3) months following Closing, which obligation shall be a Surviving Obligation. All prorations shall be final.

8. SELLER'S REPRESENTATIONS. To induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller makes the following representations and warranties as of the Effective Date:

8.1 Existence. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation. Seller has the necessary limited liability company power and authority to execute, deliver and perform its obligations under this Agreement and document or instrument delivered in accordance herewith and to consummate the transactions contemplated hereby and thereby. Seller has all necessary limited liability company power and authority required to own and operate the Property as currently conducted.

8.2 Authority/Enforceability. The persons executing any instruments on behalf of Seller are fully authorized and have the power to so act. The Agreement is valid and enforceable against Seller in accordance with its terms and each instrument to be executed by Seller pursuant hereto or in connection therewith will, when executed, be valid and enforceable against Seller in accordance with its terms, subject to general principles of bankruptcy and equity.

8.3 No Violation. The execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby will not (a) violate any judgment, order or decree of any court applicable to Seller; or (b) constitute a default pursuant to any material agreement to which Seller is a party or is bound or (c) violate any of its organizational documents.

8.4 Consent. No material consents are required on behalf of Seller from any party necessary to the execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby.

8.5 Litigation. There is no suit or proceeding pending or, to the Knowledge of Seller, threatened in writing, in any court or other governmental instrumentality, which would affect Seller's ability to transfer title to the Property.

8.6 No Options. Seller has not entered into any sale or other contract which is in effect with respect to the transfer of all or any portion of the Property. Seller has not granted an option, right of first refusal or other rights to acquire all or any portion of the Property to any other person. Other than Tenant under the Lease, to the Knowledge of Seller, there are no persons in occupancy of, or have any rights to occupy, any portion of the Property.

8.7 Condemnation. Seller has received no written notice and has no Knowledge of any pending or threatened condemnation proceedings or other proceeding in the nature of eminent domain with respect to the Property.

8.8 OFAC. Neither Seller nor, to Seller's Knowledge, any direct or indirect owner of Seller is (a) identified on the OFAC List (as hereinafter defined) or (b) a person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, rule, regulation or Executive Order of the President of the United States. The term "OFAC List" shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any law, rule, regulation or Executive Order of the President of the United States, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

8.9 Third Party Contracts. Seller has not entered into any agreements relating to the Property that are or will be binding on Buyer or the Property following the Closing Date.

8.10 Survival. Notwithstanding anything to the contrary contained elsewhere herein, the representation and warranties of Seller set forth in this Section 8 shall not survive Closing.

9. AS IS/RELEASE.

9.1 As-Is Condition. Subject to Seller's representations and warranties expressly set forth herein and acknowledging Buyer's opportunity to inspect the Property, Buyer agrees to purchase the Property "AS IS", "WHERE IS", with all faults and conditions thereon. Any written or oral information, reports, statements, documents or records concerning the Property, whether set forth in the Documents or otherwise ("Disclosures") prepared by parties other than Seller its agents or employees shall not be representations or warranties, unless specifically set forth in Sections 8.1 through 8.9. In purchasing the Property or taking other action hereunder, Buyer has not and shall not rely on any such Disclosures, but rather, Buyer shall rely only on Buyer's own inspection of the Property. Buyer acknowledges that the Purchase Price reflects and takes into account that the Property is being sold "as is."

9.2 No Additional Representations. Buyer acknowledges and agrees that except as expressly set forth in this Agreement, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property.

9.3 Buyer's Release of Seller. Buyer represents to Seller that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property as Buyer deems necessary or desirable to satisfy itself as to any matter relating to the Property, and will rely upon same and not upon any information provided by or on behalf of Seller, Seller's agents, employees or third parties representing or purporting to represent Seller with respect thereto except such

representations as are specifically set forth herein. Upon Closing, Buyer shall assume the risk that adverse matters regarding the Property may not have been revealed by Buyer's investigations, and Buyer shall be deemed to waive and release Seller and Seller's affiliates from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, by reason of or arising out of the Property. Buyer acknowledges that the foregoing release includes claims of which Buyer is presently unaware and may be unanticipated and unsuspected.

9.4 Survival. The provisions of this Section 9 shall survive the Closing. Buyer and Seller acknowledge and agree that the foregoing disclaimers, indemnifications and other agreements set forth herein are an integral part of this Agreement and the decision of each of Buyer and Seller to enter into this Agreement with regard to the sale and acquisition of the Property to Buyer for the Purchase Price.

10. BUYER'S REPRESENTATIONS. Buyer hereby represents and warrants for the benefit of Seller the following which, subject to the provisions of Section 12.3, shall be deemed remade on the Closing Date:

10.1 Existence. Buyer is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation. Buyer has the necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement and document or instrument delivered in accordance herewith and to consummate the transactions contemplated hereby and thereby. Buyer has all necessary corporate power and authority required to own and operate the Property as currently conducted.

10.2 Authority/Enforceability. The person executing any instruments for or on behalf of the Buyer is fully authorized to act on behalf of Buyer and that the Agreement is valid and enforceable against Buyer in accordance with its terms and each instrument to be executed by Buyer pursuant hereto or in connection therewith will, when executed, be valid and enforceable against Buyer in accordance with its terms.

10.3 No Violation. The execution, delivery, and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby will not (a) violate any judgment, order or decree of any court applicable to Buyer; or (b) constitute a default pursuant to any commitment, contract or agreement to which Buyer is a party or is bound; or (c) violate any of its organizational documents.

10.4 Consent. Buyer has obtained all consents necessary to the execution, delivery and performance of this Agreement by Buyer and consummation of the transactions contemplated herein.

10.5 Litigation. There is no suit or proceeding pending or, to the Knowledge of Buyer, threatened in writing, in any court or other governmental instrumentality, which would affect Buyer's ability to acquire the Property.

10.6 OFAC. Neither Buyer nor, to Buyer's Knowledge, any direct or indirect owner of Buyer is (a) identified on the OFAC List (as hereinafter defined) or (b) a person with whom a

citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, rule, regulation or Executive Order of the President of the United States. The term “OFAC List” shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any law, rule, regulation or Executive Order of the President of the United States, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

10.7 Survival. Notwithstanding anything to the contrary contained elsewhere herein, the representation and warranties of Buyer set forth in this Section 10 shall not survive Closing.

11. ADDITIONAL CLOSING COVENANTS.

11.1 Maintenance of Property. Prior to Closing, Seller shall, consistent with the terms of the Lease, cause, Tenant to maintain and operate the Property in the same manner and in substantially the same condition as exists on the Effective Date.

11.2 No Transfers or Liens. Prior to Closing Seller shall not encumber the Property, or grant any interest in the Property or licenses relating thereto to any third party the effect of which would be to impair, affect or delay Seller’s ability to convey the Property to Buyer in accordance with the terms hereof.

11.3 No Change. From and after the Effective Date, Seller shall not, except as may be required under the Lease, without the prior written consent of Buyer (which shall not be unreasonably withheld, conditioned or delayed), (i) enter into any new, or make any amendments of any existing, easements or restrictions affecting the Property; or (ii) initiate or acquiesce in any request for a change in zoning classification or variance with respect to the Land.

11.4 New Matters. Seller agrees and covenants to promptly notify Buyer in writing if at any time following prior to the Closing Date Seller becomes aware of a material change to (i) the title to the Land, or (ii) the Lease (“New Matter Notice”). Buyer shall have until the date that is ten (10) days following its receipt of the New Matter Notice from Seller (the “New Matter Review Period”) to object to such new matter(s) set forth therein by giving written notice to Seller and Escrow Agent (the “New Matter Objection Notice”). Seller shall have until the date that is five (5) Business Days after receipt of New Matter Objection Notice (the “New Matter Cure Period”) to cure Buyer’s objection(s) set forth therein to the extent such matter can be cured. In the event Seller does not respond to Buyer’s New Matter Objection Notice, or in the event Seller fails, is unable or is unwilling to cure any matter(s) set forth in Buyer’s New Matter Objection Notice prior to the expiration of the New Matter Cure Period to the satisfaction of Buyer in Buyer’s sole discretion, then Buyer shall choose, as its sole and exclusive alternative remedies, to either: (i) deliver written notice to Seller and Escrow Agent of its election to terminate this Agreement no later than the date that is five (5) Business Days after the expiration of the New Matter Cure Period, whereupon the Escrow Agent shall promptly refund the entire Earnest Money to Buyer, or (ii) waive any objection to such additional exception(s) set forth in its New Matter Objection Notice, whereupon the Seller’s

representations and warranties shall be deemed modified to except such fact or condition as noted by Seller in its New Matter Notice. Notwithstanding any provision to the contrary herein, the Closing Date shall automatically be extended to accommodate the resolution of any new matter disclosed by Seller to Buyer in accordance with this paragraph.

12. DEFAULT AND REMEDIES.

12.1 Buyer's Pre-Closing Remedies. Notwithstanding anything to the contrary contained in this Agreement, if Seller fails to perform in accordance with the terms of this Agreement at or prior to Closing and such failure continues for three (3) days following Buyer's written notice thereof to Seller, then, as Buyer's sole and exclusive remedy hereunder and at Buyer's option, either (i) the Earnest Money shall be returned to Buyer in which event this Agreement shall be null and void, and Seller shall be responsible for payment to Buyer of Buyer's actual, documented third party expenses in an amount not to exceed \$10,000 and thereafter neither party shall have any rights or obligations under this Agreement except those which expressly survive termination, or (ii) Buyer may seek specific performance of this Agreement and reasonable legal expenses incurred in connection with seeking such remedy but not damages, provided an action is filed within Sixty (60) days after such failure to perform.

12.2 Seller's Pre-Closing Remedies. If Buyer fails to perform in accordance with the terms of this Agreement and such failure continues for three (3) days following Seller's written notice thereof to Buyer, Seller shall, as its sole remedy, have the right to terminate this Agreement by delivering written notice to Buyer whereupon the amount of Earnest Money then on deposit shall be forfeited to Seller as liquidated damages (which shall be Seller's sole and exclusive remedy against Buyer), it being agreed between the parties hereto that the actual damages to Seller in such event are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof and shall be and constitute valid liquidated damages, at which time this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement except for the Surviving Obligations.

12.3 Pre-Closing Knowledge. If at any time after the expiration of the Study Period, Buyer becomes aware of any fact which makes a representation and warranty of Seller contained in this Agreement become untrue in any material adverse respect ("Materially Untrue"), Buyer shall promptly disclose such fact in writing to the Seller, which shall have five (5) days to cure any matter or matters that may be making any such representation or warranty Materially Untrue and if necessary the Closing shall be postponed until Seller has cured such matter or matters or such matters are waived by Buyer. In the event any representation or warranty made by Seller is Materially Untrue as described above, then the sole remedy of the Buyer shall be to either (a) terminate this Agreement by written notice within two (2) Business Days after the expiration of the cure period or any extension thereof, if such breach has not been cured or (b) elect to proceed to Closing, in which case Buyer shall be deemed to have waived its rights with respect to any such breach of representation or warranty. Absent any notice to the contrary, Buyer party shall conclusively be deemed to have elected to proceed under clause (b) above. If Buyer elects to terminate this Agreement, then neither party shall have any further rights or obligations under

this Agreement except for the Surviving Obligations. Buyer shall be prohibited from making any claims against Seller after the Closing with respect to any breaches of the Seller's representations and warranties as to which Buyer had knowledge prior to the Closing.

13. LIMITATION OF LIABILITY. No constituent member in, or agent of, Seller or Buyer, nor any advisor, trustee, director, officer, member, employee, beneficiary, shareholder, participant, representative or agent of any corporation, limited liability company or trust that is or becomes a constituent member in Seller or Buyer, shall have any personal liability in connection with this Agreement and Buyer and its successors and assigns shall look solely to Seller's or Buyer's assets for the payment of any claim or for any performance, and Buyer and Seller hereby waives any and all such personal liability. The provisions of this Section shall survive the Closing or any termination of this Agreement.

14. ASSIGNMENT. Except for an assignment expressly permitted under this Section 14, Buyer shall not assign this Agreement without the prior written consent of Seller. Buyer may assign this Agreement to an affiliate or subsidiary of Buyer, provided Buyer or its parent company owns a majority interest (directly or indirectly) and Buyer or its parent company has management control over such assignee. In no event shall Buyer be released from any of its obligations or liabilities hereunder if Seller approves of any assignment of this Agreement. Any prohibited assignment shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Buyer shall provide Seller with a copy of its permitted Assignment of Purchase Agreement at least five (5) Business Days prior to Closing.

15. BROKER. Seller and Buyer each represent to the other that neither has engaged any broker, finder or other agent with regard to the Property or the transaction contemplated hereby other than the Broker named herein. Seller shall pay a broker commission in accordance with the terms of a separate written agreement.

16. NOTICES. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery, (iii) delivered in person or (iv) sent by electronic mail (with a copy thereof sent thereafter in accordance with clause (i), (ii) or (iii) above). All notices shall be deemed to have been given upon receipt. All notices shall be addressed to the parties at the addresses below:

To Seller:	STAG Industrial Holdings, LLC One Federal Street, 23rd Floor Boston, MA 02110 Attn: Seth A. Malamut, Senior Vice President and Associate General Counsel Phone: (617) 936-1334 Email: smalamut@stagindustrial.com
------------	--

To Buyer: Bayfront Capital Partners, LLC
Attn: James Stacy Taylor
Phone: 850-477-7044
Email: staylor@bayfrontcapital.net

With a copy to:

subject to the right of either party to designate a different address for itself by notice similarly given. Any notice or demand so given shall be deemed to be delivered or made on the next Business Day if sent by overnight courier or on the 3rd Business Day after the same is deposited in the United States Mail as registered or certified matter, with postage thereon fully prepaid or on the day of delivery if personally delivered.

17. MISCELLANEOUS.

17.1 Entire Agreement. This Agreement including all Exhibits constitutes the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, oral or written, between the parties hereto respecting such matters. No amendment or modification of this Agreement shall be valid unless executed in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

17.2 Headings. The headings in this Agreement are for convenience only and shall not be used in interpreting any of the provisions of this Agreement.

17.3 Attorney's Fees. In connection with any litigation including appellate court proceedings arising out of this Agreement or related to the transactions contemplated hereby, the prevailing party shall be entitled to recover from the losing party its reasonable attorney's fees and costs incurred in enforcing its rights and remedies hereunder, including costs of collection prior to instigating litigation.

17.4 Time of the Essence. The parties hereto agree that time is of the essence of this Agreement.

17.5 Governing Law, Severability. This Agreement shall be governed by the laws of the State of Florida, and any provision of this Agreement which is unenforceable or is invalid or contrary to the law of the State of Florida, shall be of no effect and in such case, all the remaining terms and provisions of this Agreement shall be fully effective according to the tenor of this Agreement, the same as though no such invalid portion had ever been included. Any party may commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud and statutory claims, in the US District Court for the county where the Property is located or, if such court does not have subject matter jurisdiction, the courts of the State of Florida sitting in county where the Property is located and any appellate court from any thereof. Each party submits to the nonexclusive jurisdiction of such courts and agrees that any such action, litigation or proceeding may be

brought in the US District Court where the Property is located or, if such court does not have subject matter jurisdiction, the courts of the State of Florida sitting in the county where the Property is located. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law

17.6 Confidentiality. Neither party shall make public disclosure of the terms of this transaction or any data or information regarding the Property without the prior written consent of the other, or as required by law, applicable governmental regulation. The obligations under this Section shall be Surviving Obligations.

17.7 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or any other relationship other than seller and buyer with respect to the Property.

17.8 Waiver of Jury Trial. The parties each hereby waive any right to jury trial in the event of any action relating to this Agreement, or the transactions described here, or obligations contemplated hereunder.

17.9 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. A party may deliver executed signature pages to this Agreement by facsimile transmission or via electronic mail to the other party, which facsimile or electronic copies shall be deemed to be an original executed signature page binding on the party that so delivered the executed signature page by facsimile or electronic mail.

17.10 No Third Party Beneficiaries. It is not intended that there be, and there shall not be, any third party beneficiaries to this Agreement.

17.11 Construction. This Agreement has been the result of negotiations and discussions between Buyer and Seller and their respective counsel. Consequently, this Agreement shall not be construed against a party by virtue of having been the party who drafted the Agreement.

17.12 Indemnification Claims. The indemnifications contained in this Agreement shall be subject to the following provisions: the indemnitee shall notify indemnitor of any such claim against indemnitee within thirty (30) days after it has written notice of such claim, but failure to notify indemnitor shall in no case prejudice the rights of indemnitee under this Agreement unless indemnitor shall be prejudiced by such failure and then only to the extent of such prejudice. Should indemnitor fail to discharge or undertake to defend indemnitee against such liability within fifteen (15) Business Days after the indemnitee gives the indemnitor written notice of the same, then indemnitee may settle such liability, and indemnitor's liability to indemnitee shall be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses, including attorneys' fees, incurred by indemnitee in effecting such settlement. The obligations set forth in this Section 17.12 shall be Surviving Obligations.

17.13 No Memorandum of Agreement. No notice or memorandum of this Agreement shall be recorded in any public record and any action taken by Buyer in respect thereof shall constitute a material breach by Buyer, entitling Seller to terminate this Agreement. Buyer shall indemnify and save Seller harmless from and against any actual loss, cost, liability, damage, fee or expense, including, without limitation, reasonable attorneys' fees and expenses, arising out of any recording of any notice or memorandum of this Agreement.

17.14 Tax Deferred Exchange. Seller has advised Buyer that Seller may desire to enter into a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, in connection with the sale of the Property to Buyer (the "Tax Deferred Exchange"). Buyer agrees to cooperate as reasonably requested with Seller in connection with any such Tax Deferred Exchange, provided that: (a) Buyer shall not incur any liabilities in connection with such cooperation or any other matter relating to the Tax Deferred Exchange; and (b) in no event will any matter relating to the Tax Deferred Exchange, including Seller's inability to obtain any benefits of a tax deferred exchange, relieve the Seller of any of its obligations under this Agreement. In the event Seller elects to pursue the Tax Deferred Exchange Seller may assign its interest in this Agreement to effectuate such Tax Deferred Exchange and shall promptly so notify Buyer, and, upon request, Buyer shall acknowledge such assignment and execute such other documents as are reasonably necessary or customarily used to accomplish such like-kind exchanges.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

SELLER:

STAG Industrial Holdings, LLC,
a Delaware limited liability company

By: **David King** Digitally signed by David King
Date: 2021.02.22 13:54:02 -05'00'
Name: _____
Its: _____

BUYER:

Bayfront Capital Partners, LLC,
a Florida limited liability company

By: DocuSigned by:
Justin A Beck
7C968AC1DBBB4AD...
Name: Justin A Beck
Its: Manager

SCHEDULE 1

ESCROW AGREEMENT

The Deposit paid under this Agreement (the "**Escrow Funds**") shall be held in escrow by the Escrow Agent, subject to the terms of this Agreement, and shall be duly accounted for in accordance with this Agreement. The Escrow Funds shall be invested and held in an interest-bearing, escrow account, and such Escrow Funds and any interest thereon shall be paid to the party entitled to the Deposit under this Agreement.

(a) The Escrow Agent shall be obligated to perform as Escrow Agent only such duties as are specifically set forth in this Agreement and shall not be liable for any action taken, omitted or suffered by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it hereby, and may conclusively rely and shall be protected in acting or refraining from acting in reliance upon an opinion of independent counsel selected by the Escrow Agent or upon any order, notice, instruction, certificate, request or other document or endorsement thereon believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall not be bound by any modification of this Agreement unless such modification is in writing and signed by the parties hereto, and, if its duties hereunder are or may be affected, unless it shall have given prior written consent thereto. If a controversy arises between any of the parties hereto or between any of the parties hereto and any person not a party hereto as to whether or not or to whom the Escrow Agent shall deliver all or any portion of the Escrow Funds or any interest accrued thereon, or in the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions with respect to the Escrow Funds which in its opinion are in conflict with any of the provisions of this Agreement, the Escrow Agent shall be entitled to refrain from taking any action other than to keep safely the Escrow Funds until it shall have been directed otherwise by a writing signed by the parties hereto or by final order of a court of competent jurisdiction.

In the event conflicting demands are made or notices served upon the Escrow Agent with respect to the Escrow Funds, the parties hereto expressly agree that such Escrow Agent shall have the absolute right, at such Escrow Agent's election, to do either or both of the following:

(1) Withhold and stop all further proceedings in, and performance of this Agreement for a reasonable period of time to permit resolution, failing which the Escrow Agent shall follow the provisions of subparagraph (2) or (3) of this Paragraph (a); or

(2) In the event of litigation between SELLER and BUYER, the Escrow Agent may deliver all of the Escrow Funds to the Clerk of any Court in which the litigation is pending; or

(3) File a suit in interpleader and deliver the Escrow Funds to the Court in which the action is commenced, and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves. In the event such interpleader suit is brought, such Escrow Agent shall ipso facto be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it by this Agreement. The Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of SELLER or BUYER to honor or comply with any provisions of this Agreement. The Escrow Agent shall incur no liability hereunder whatsoever except in the event of its willful misconduct or gross negligence. The other parties hereto, jointly and severally, agree to defend and indemnify the Escrow Agent against all costs, obligations and liabilities including reasonable attorney's fees, suffered by it or for which it may be claimed to be liable hereunder, except for that occasioned by its willful misconduct or gross negligence. The indemnity provided in the preceding sentence shall survive any termination of this Agreement, and delivery of the Escrow Funds.

Following distribution of all amounts contained in the Escrow Funds in accordance with this Agreement, the Escrow Agent shall have no further rights or obligations hereunder.

Seller and Buyer do hereby certify that they are aware that the Federal Deposit Insurance Corporation ("FDIC") coverages apply only to a cumulative maximum amount of \$250,000 for each individual deposit for all of the depositor's accounts at the same or related institution. The parties hereto further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC insurance.

Further the parties hereto understand that Title Company assumes no responsibility for, nor will the parties hereto hold Title Company liable for, a loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation or that FDIC insurance is not available on certain types of bank instruments.

[Signature Page Follows]

JOINDER BY THE TITLE INSURER

By its execution hereof, the Title Insurer hereby (i) covenants and agrees to hold the Escrow Funds in accordance with the above provisions, and (ii) acknowledges receipt of a copy of the Purchase and Sale Agreement to which this Schedule 1 is attached.

First American Title Insurance Company

By: _____
Name: _____
Title: _____

EXHIBIT A

All that certain lot, tract or parcel of land situated in the City of Pensacola, County of Escambia, State of Florida, more particularly described as follows:

All of Block 163, Clapp Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906, and all of Block 163, Belmont Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906, said property being comprised of Lots 1 through 30, Block 163, Belmont and Clapp Tracts, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906, which block is bounded on the North by Lee Street, on the East by Palafox Street, on the South by Lloyd Street, and on the West by Baylen Street, in the City of Pensacola, Escambia County, Florida.

Cynthia Cannon

From: Whitney Jeleniewski <w_jeleniewski@yahoo.com>
Sent: Monday, May 31, 2021 10:40 PM
To: Cynthia Cannon
Subject: [EXTERNAL] In opposition of proposed rezoning

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms Cannon,

Please ensure that this letter is forwarded to the Planning Board that will be hearing the proposed rezoning:

This email is to express my opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

Such rezoning would detrimental to the area. While property values are likely to go down in an area where commercial buildings may be built, these commercial buildings and severely reduced setbacks are completely inconsistent with the neighborhood's designation as a U.S. Historic District and as a residential neighborhood.

While Beck has made grand promises of residential structures filling the block, he has let us know of his plans to sell the lot(s) in order to fund the development of the building on the commercial side. Now that the complete application has been formerly submitted and accepted the City of Pensacola, we see that there is NO mention or plans for any homes along the Baylen Street side or any other restrictions that would force them to pursue only residential uses. Once the lots go up for sale, if rezoned to commercial, they neighborhood will be at the mercy of the highest bidder.

We do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents paying the cost.

I strongly urge you to disapprove the proposed rezoning.

Respectfully,

Whitney Jeleniewski

217 West Gonzalez Street
Pensacola, Florida

Cynthia Cannon

From: Patti <pattisal_65@bellsouth.net>
Sent: Monday, May 31, 2021 11:49 AM
To: Cynthia Cannon
Subject: [EXTERNAL] PK Yonge zoning

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

May 31, 2021

Re: Development at P.K. Yonge/Zoning Change

Dear Cynthia,

I am a twenty-two-year resident of North Hill and I want to go on record that I do not support the proposed change in zoning on the P.K. Yonge property. The Baylen Street frontage is squarely inside the residential area of historic North Hill. The only proper development for that frontage is residential.

Under the current zoning of PR1-AAA, the neighborhood can be certain that residential units will be built. Changing the zoning to PC-1 opens the door to non-residential development. Mr. Beck has no intention of personally developing those lots and therefore cannot provide assurances of what shall be built. Like the proverbial camel's nose into the tent, once the historic district's residential zoning is breached, there is no going back. Keep the PR1-AAA classification and assure residential development.

Thank you

Patti Salvaggio

1023 N. Spring Street

Cynthia Cannon

From: Joshua Barrows <jcbarr81@yahoo.com>
Sent: Monday, May 31, 2021 11:53 AM
To: Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] pK Yonge / fdle development

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Hi Cynthia, Leslie, and Greg,

My wife and I live directly across the street from the FDLE building on W. Lloyd street, and would like to see the developer's development plan and rezoning request approved by the planning board and city council.

As a neighbors who would be negatively impacted by a vacant building, we believe that the proposed development would be a benefit to the neighborhood and community, and we are in full support of their request and proposed use of the property.

Thanks,
Josh and Mary Beth Barrows
9 W. Lloyd st
Pensacola, fl 32501

Sent from my iPhone

Cynthia Cannon

From: Hannah Domoslay-Paul <hannah.domoslay.paul@gmail.com>
Sent: Tuesday, June 1, 2021 2:34 PM
To: Ann Hill; Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] Baylen Street

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

To whom it may concern:

This email is to express my very strong opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, to PC-1 from PR-1AAA.

I believe this rezoning would be detrimental to the North Hill Preservation District, herein after NHPD. Property values are very likely to go down, in an area where commercial buildings may be built, and the potential for these commercial buildings and monumentally reduced setbacks are wholly inconsistent with the NHPD designation as a U.S. Historic District and as a residential neighborhood.

While Beck Partners have made many promises of only residential structures filling the block, they have let us know of their plans to sell the lot(s) in order to fund the future development of the P.K. Yonge School. After reviewing the complete application has now been formerly submitted, and accepted the City of Pensacola, I can see that there is absolutely no mention or plans for any homes along the Baylen Street. Further, there are no other restrictions that would force them to pursue only residential uses and, once the lots go up for sale, they can be rezoned to commercial and the neighborhood will be at the mercy of the highest bidder.

I do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents are again paying the cost. My family and the other families in the NHPD deserve to continue to enjoy our neighborhood and we will all fight to preserve the NHPD as we are just stewards of this neighborhood that has been here for over 150 years.

I strongly urge you to deny the proposed rezoning application.

Sincerely,

Hannah Domoslay-Paul
915-309-0953
108 W Strong Street
Pensacola, FL 32501

Cynthia Cannon

From: Webster, Carrie C [US] (SP) <Carrie.Webster@ngc.com>
Sent: Tuesday, June 1, 2021 3:33 PM
To: Cynthia Cannon
Subject: [EXTERNAL] 1300 N. Palafox - Rezoning Application

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Hello –

I am sending this email to express my opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

Such rezoning would be detrimental to the area. Property value devaluation aside the narrow historical streets are not set up to handle the type of traffic and parking issues a commercial business would bring. Furthermore rezoning would allow smaller lot sizes and reduced setbacks that are completely inconsistent with the Preservation District's Guidelines and Regulations.

At present all lots zoned as PC-1 are limited to locations that front on either Palafox or Cervantes. There are no PC-1 designations within the interior of the historic district residential area from Palafox to DeVillier's and from Blount to Cervantes. For these reasons we feel the rezoning should not be allowed thus preserving the neighborhoods designation as a United States Historic District, and as a residential neighborhood.

While Beck has made grand promises of residential structures filling the block, he has let us know of his plans to sell the lot(s) in order to fund the development of the building on the commercial side. Now that the complete application has been formerly submitted we see that there is [no](#) mention or plans for any homes along the Baylen Street side or any other restrictions that would force them to pursue only residential uses. Once the lots go up for sale, if rezoned to commercial, the neighborhood will be at the mercy of the highest bidder.

I strongly urge you to reject the proposed rezoning.

Thank you,
North Hill Resident Carrie Webster
316 W. Strong St.
Pensacola, FL 32501

Cynthia Cannon

From: Nancy LaNasa <nancylanasayoga@gmail.com>
Sent: Tuesday, June 1, 2021 3:33 PM
To: Cynthia Cannon
Cc: Ann Hill; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] rezoning request by Beck Partners of Lots 1-13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms. Cannon,

My husband Tom and I have owned our home at 12 W. Blount St. in the North Hill Preservation District since 1996. We feel fortunate to live in a district in Pensacola that is proud of its heritage and its designation as a National Landmark. We love our leafy streets and quiet neighborhood. We attended a ZOOM meeting with Justin Beck of Beck Partners in regard to the planned development of the beautiful PK Yonge School into apartments. We think this is a great idea. However, we are greatly concerned with and disturbed by Mr. Beck's request to have the block of Baylen St. behind the PK Yonge School changed from residential PR-1AAA to commercial PC-1. And 10 lots at that! Such rezoning will put our quiet neighborhood at risk of high density development which is inappropriate for the inner core of our neighborhood; it also won't guarantee that appropriate residential units will be built there. A national landmark district should be committed to low density residential units in its inner core, in relation to the already long-established residential neighborhood structures.

We strongly urge you to keep this block of Baylen St. behind the PK Yonge School zoned PR-1AAA, in keeping with the existing character of the surrounding area.

Thank you,

Nancy and Tom LaNasa
850-439-0350 and 212-254-8180

Cynthia Cannon

From: Hannah Domoslay-Paul <hannah.domoslay.paul@gmail.com>
Sent: Tuesday, June 1, 2021 2:34 PM
To: Ann Hill; Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] Baylen Street

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

To whom it may concern:

This email is to express my very strong opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, to PC-1 from PR-1AAA.

I believe this rezoning would be detrimental to the North Hill Preservation District, herein after NHPD. Property values are very likely to go down, in an area where commercial buildings may be built, and the potential for these commercial buildings and monumentally reduced setbacks are wholly inconsistent with the NHPD designation as a U.S. Historic District and as a residential neighborhood.

While Beck Partners have made many promises of only residential structures filling the block, they have let us know of their plans to sell the lot(s) in order to fund the future development of the P.K. Yonge School. After reviewing the complete application has now been formerly submitted, and accepted the City of Pensacola, I can see that there is absolutely no mention or plans for any homes along the Baylen Street. Further, there are no other restrictions that would force them to pursue only residential uses and, once the lots go up for sale, they can be rezoned to commercial and the neighborhood will be at the mercy of the highest bidder.

I do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents are again paying the cost. My family and the other families in the NHPD deserve to continue to enjoy our neighborhood and we will all fight to preserve the NHPD as we are just stewards of this neighborhood that has been here for over 150 years.

I strongly urge you to deny the proposed rezoning application.

Sincerely,

Hannah Domoslay-Paul
915-309-0953
108 W Strong Street
Pensacola, FL 32501

Cynthia Cannon

From: Carol Swinford <carol.swinford@cox.net>
Sent: Tuesday, June 1, 2021 9:43 PM
To: Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] PK Youge - 1301 N Palafox Street Redevelopment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms Cannon, Ms Statler and Mr. Harding;

Please ensure that this letter is forwarded to the Planning Board that will be hearing the proposed rezoning.

My husband and I live at the corner of Lee and Baylen, 1401 N. Baylen. We have lived at this address since 1991. We would NOT like to see the residential zoning changed to PC-1.

The Baylen Street frontage is inside the residential area of North Hill Historical District. We believe that the original zoning of Baylen Street from Lee and Lloyd Streets should remain as PR1-AAA. A change to commercial zoning as the developer has purposed will negatively impact our property and neighborhood.

Sincerely,

Harry B. Swinford
Carol F. Swinford
1401 N. Baylen Street
Pensacola, FL 32501

Cynthia Cannon

From: Jo Elizabeth Brown <pegasus53d@yahoo.com>
Sent: Wednesday, June 2, 2021 9:57 AM
To: Cynthia Cannon
Cc: Gregg Harding; Leslie Statler; Mike Ziarnek
Subject: [EXTERNAL] Opposition to Zoning Request of block 163

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms. Cannon,

What makes North Hill so unique.

Our lovely neighborhood is part of the National Register of Historic Neighborhoods; being a part of the historic national register, is quite extraordinary and is valued by all residents and visitors who tour North Hill and surrounding historic landmarks within North Hill and our beautiful city.

After traveling and living for years across the United States, as the wife of a United States Marine, we chose to invest in this special historic preservation area of Pensacola called, North Hill.

We love the beauty of our quaint neighborhood streets, the city parks, the diverse architecture and the unparalleled craftsmanship of these historic homes.

Last, but certainly not least, the zoning ordinances that were set in place, were a huge factor in our decision making.

After careful thought and consideration, of a handful of other cities and historic neighborhoods, across the U. S., we chose North Hill, 17 years ago.

While the city of Pensacola has seen tremendous growth in the past several years, along with that comes commercial and new home construction.

We are so very blessed and grateful for the forward thinking North Hill residents, and the actions that they took, all those years ago, to protect this national treasure on the hill.

These North Hill residents were concerned about future residential and commercial intrusion; with density, traffic volume and future potential parking issues, on our residential streets.

These residents were committed with making sure that historic North Hill, remains protected with the zoning ordinances, which were set forth at that time, PR-1AAA.

The issues that the zoning request for a PC-1 change would bring, are many.

If PC-1 is approved, we would possibly be looking at townhome or row home residences, that are popping up all over our city. However, they would now be in the heart of historic and protected North Hill.

We could be looking at commercial encroachment, within our historic residences and lovely residential streets.

Regarding the restoration of the historic PK Yonge building, there will need to be sufficient parking for all apartment residents, their guests and visitors.

Of course, green spaces and other exterior necessities and amenities, for the apartment residents, will need to be provided, while maintaining the historic standards of North Hill preservation neighborhood.

North Hill is not downtown or other surrounding areas, that are dealing with massive new home construction on subdivided lots, townhomes, and row type homes.

Our family is speaking out today to say that we are strongly against the PC-1 rezoning request, by Beck Partners @ 1301 North Palafox Street,

specifically, the western side of this property, which is 1.5 acres, on block 163, which borders N. Baylen Street.

As North Hill residents, and home owners, it is our desire to maintain the zoning ordinance, PR-1AAA that is in place, to continue to protect this treasure and national historic neighborhood, for future generations of North Hill residents.

Sincerely,

Jo Elizabeth Brown
109 W. Blount Street
Pensacola, Florida

Cynthia Cannon

From: Leslie <pensacolaleslie@aol.com>
Sent: Wednesday, June 2, 2021 11:24 AM
To: Ann Hill; Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] Opposition to Re-Zoning the Former FDLE Property

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Planning Board,

I write this email to express my opposition to the rezoning of Belmont Tract, BLK 163 in Historic North Hill. In the past, I served as President of North Hill for three terms and have been a long time Pensacola community volunteer. I have lived in North Hill since 1992. We have lived in and renovated FOUR homes in the neighborhood.

North Hill is on the National Historic register. Our Preservation Association's mission is to "preserve all that is unique to North Hill." Our streetscapes and residential homes and lots are what make the neighborhood unique. The boundaries of the neighborhood were well negotiated and approved by the City Council in 1972. Since then, the city has used the area in ad campaigns, for film locations and for promotions. We have mutually benefited each other. Pensacolians and tourists, alike, enjoy the quiet streets, interesting homes and history filled streets and events. We are dedicated to maintaining that atmosphere.

This dedication to preserving the history of the neighborhood has often been in conflict with commercial developers. The North Hill boundaries were well-negotiated in 1972/1973. Left in place were the commercial corridors. There ARE blocks, like the FDLE block, that are bifurcated: part commercial, part residential. Why did the original organizers DO THAT? Because they recognized the importance of commercial development to a thriving downtown Pensacola. Thus, North Hill has many blocks that part commercial/part residential.

We LOVE commercial development that complements, improves and supports the historic mission. Beck Property's proposed development of the FDLE building to apartments fits that mission.

RE-ZONING the entire block to PC-1 DOES NOT. North Hill needs those "buffer" blocks to prevent further commercial encroachment into our residential neighborhood.

I am strongly opposed to the re-zoning request. Please weigh this letter and all the others letters you may receive in opposition as proof that the neighborhood is united and will not support a zoning change on that block.

Leslie Vilardi/Levin-Rinke Realty
380 West Brainerd Street
Pensacolaleslie@aol.com
850-291-6698

Cynthia Cannon

From: Jo Macdonald <jomac726@gmail.com>
Sent: Wednesday, June 2, 2021 12:11 PM
To: Cynthia Cannon
Subject: [EXTERNAL] Rezoning of Baylen side of 1301 N. Palafox

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms. Cannon,

The new owners of 1301 N. Palafox have submitted an application to change the zoning of the Baylen Street side of the property from PR-1AAA to PC-1. This would be a commercial encroachment upon the historically residential nature of this property and against everything that the North Hill Preservation Association stands for and has sought so diligently to preserve. Please do not allow this to happen and turn down this request!

Sincerely,
Jo MacDonald
North Hill Preservation Association Board Member

Dear Planning Board Members:

I am writing you concerning the agenda item requesting a rezoning of the rear portion of the property at 1301 North Palafox, the Historic PK Yonge school.

I have lived in North Hill since 1975 and seen this neighborhood grow and prosper. I lived here during the times when many of these beautiful houses were boarded up and we saw many of them bulldozed because of neglect.

In the late 1970's I participated in a series of lectures on historic preservation with Earl Bowden, in the Panhandle area, because of my background in research and historic preservation. Our concern was getting out the Federal guidelines on preservation to cities and counties so that historic districts would be afforded some protection from destruction or infill construction.

The request to change the current PR1AAA zoning of the back third of the PK Yonge school into PC1 zoning is the exact issue Earl Bowden taught us to defend against. That buffer was designated behind the school, years ago, to protect the integrity and residential nature of the heart of the North Hill district. It was set up to maintain a cushion from commercial to residential, although it is zoned to legally construct 4 houses. PC1AAA zoning will allow 4 houses with no change of zoning at all.

The Federal Guidelines on historic preservation state that new infill construction should meet the density, setbacks, width, height and spacing of the streetscapes it plans to adjoin. That density is 2 houses on West Lee Street, 2 houses on North Baylen and 4 houses on West Lloyd street. Even spreading out to the North and South of the Baylen PR1AAA zoning you find only 2-4 houses per block. That is the mean density for the entire North Hill area from Cervantes to Blount Street. Therefore, the existing zoning, and its allowance for 4 houses to be built there, is in keeping with the Federal Historic Preservation guidelines. This would allow comparable density, setbacks, height, width and rear yard requirements with no zoning change.

The request for zoning change would violate every one of the Federal mandates for infill construction....setbacks, density, backyard space, width, height, etc. A 30 foot wide lot could not blend into any of the adjoining streetscapes for blocks and blocks in all directions from this property.

That is not the only concern. The developers stated that they were not going to build on those lots, merely spin them off to buyers. With rezoning, that opens Pandora's box....a buyer could potentially open a beauty salon or barber shop or day care or office or art studio...even a restaurant or gas station with a variance. The PC1 zoning would leave all these open. That would end the intent of the buffer designed originally to protect the residential nature of the adjoining blocks.

In addition, the developer plans to make up to 40 apartments in the current PK Yonge school building. That puts an extreme burden on our already narrow and overcrowded streets. Essentially, when one car parks on these narrow historic streets, it turns the street into 1 way. If you add the 40 units in PK Yonge schoolhouse and allow the rezoning to PC1, that would push the numbers up to 50 units in a one block area where the highest density is now 4 houses.

My house looks out onto this PC1AAA area and I have regularly counted the cars that FDLE parks there with only 80 employees. They are forced to use all the space including the parking that is in the area these developers are trying to rezone. (At least their cars go home at night. 50 families would be 100 plus cars? Where will they park?

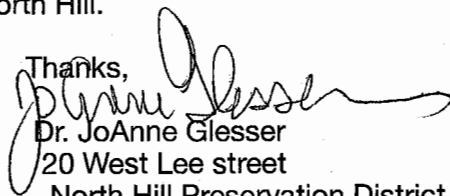
The addition of 50 units (100 plus people, minimum) and 100 plus cars....not counting visiting friends and families, parties, deliveries, babysitters etc., all crammed into a one block area, is a nightmare in the making.

I am against the rezoning of that portion of Baylen Street and in favor of keeping the existing zoning as PR1AAA and the allowance that is already in place for 4 homes that would, with no rezoning necessary, be able to meet the density, setbacks, height, width, spacing and backyard requirements as set out by the Federal guidelines. I know East Hill is using smaller lots for construction, but even though East Hill has a historic district, it is NOT listed on the National Register and as such is not mandated to follow these Federal guidelines. The North Hill Preservation District is on the National Register and we all have had to adhere to strict guidelines for years and years to preserve the character of our district. We don't want them thrown out to boost a single developer's profit margins.

Carol Ann Marshall, a former Pensacola school board member, and a North Hill resident, knows the entire history of that buffer PR1AAA. She was a member of the school board when the property was originally sold from elementary school to office building. She will be present at the planning board meeting. I beg you to call on her first and she can explain the entire history of that zoning and its intent. Many are requesting to address the board afterwards, but she is the core speaker in explaining the intent behind the zoning and why it was designed to protect the residential core of North Hill.

In summary, I am against the request for rezoning from its current PR1AAA on the grounds that the change would violate the Federal Guidelines for Historic Preservation as well as overburden the already overburdened traffic situation in North Hill.

Thanks,


Dr. JoAnne Glessner
20 West Lee street
North Hill Preservation District
Pensacola, Florida

Dear City of Pensacola Planning Board:

I am writing this letter to protest the rezoning of the Baylen Street property adjoins PK Yonge school from its current PR1AAA zoning, which permits construction of 4 homes, to PC 1 which would allow future owners to construct beauty shops, day care centers, art galleries, etc. in a strictly residential street in the historic district.

The current owners stated in a conference call that have no plans to construct on this PR1AAA land, they merely want to change the zoning and carve it up into 10 lots to sell off before they begin renovation of the PK Yonge school, which they stated in a zoom call, will hold 40 units. That would be a combined impact of 50 families in a one block area in the heart of the low density North Hill preservation area. 100plus cars and a 100 plus people...and their guests and family visiting....

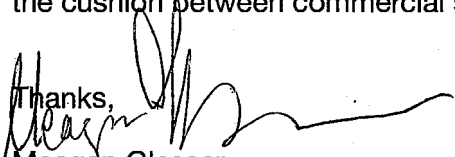
I don't know if you are familiar with the narrow streets we have in North Hill, but 2 cars can barely pass each other. If a single car is parked on 1 side of the street, it becomes a one way street.

I object, primarily, because 4 houses would be compatible with the existing density in the surrounding blocks, North and South. Also, we were told by the school board that that land would always keep its PR1AAA zoning as a buffer between commercial and residential.

I was born and raised in North Hill, I know it has been hard at sometimes to follow the guidelines set out in the National Register...both financially and aesthetically, but we have always complied for the better good of the historic preservation district.

Please tell us all these years were not in vain....4 houses is enough on that block to maintain the cushion between commercial saturation and residential density.

Thanks,


Meagan Glessner
400 West Blount

Cynthia Cannon

From: Jennifer Wasilenko <sunserae24@hotmail.com>
Sent: Wednesday, June 2, 2021 3:20 PM
To: Ann Hill; Cynthia Cannon; Leslie Statler; Gregg Harding
Cc: Jennifer Wasilenko
Subject: [EXTERNAL] Rezoning request by Beck Partners

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Sirs/Ma'ams,

I just received a card in the mail today notifying me of a rezoning request that will be reviewed at a meeting next Tuesday. After researching the issue, I've learned that Beck Partners has submitted a request to rezone Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1. I'm writing to express my concerns about this request.

In Mr. Beck's Zoom briefing to the community, there were multiple concerns expressed by my neighbors. I agree with some of those concerns and would like to add my two cents.

First, several concerns were voiced regarding the fact that this rezoning will open the 10 lots on Baylen to commercial development. Currently, all commercial entities in North Hill face Cervantes and Palafox. I'm concerned that this kind of rezoning is going to open the door to additional commercial zoning within the neighborhood.

Second, several concerns were voiced regarding traffic and parking issues. Even if all 10 lots were sold to people who intended to build residential, and even if they all include exterior garages that open to the parking lot as Mr. Beck suggests, there is going to be a spike in traffic in this sector of North Hill, and guests and visitors will be forced to find parking on the street somewhere. With our narrow streets this will be a huge problem for those of us near that block of North Hill.

Third, Mr. Beck intends to sell all 10 of the re-zoned lots, so what Mr. Beck is telling us these lots will be used for means absolutely nothing. If the rezoning is approved, these 10 lots will be open to anything allowed under PC-1 zoning. While Mr. Beck reassures us that he hopes to sell the lots to folks who intend to build residential, there is nothing in writing binding him to that intent. The PC-1 zoning opens the door for commercial use, and Mr. Beck will have zero control or influence on what happens on those lots once he sells them. While I think it would be lovely to have a florist or an art studio or even a beauty parlor in the neighborhood, again, I refer back to the traffic and parking issues. I simply do not believe it's smart or feasible to open up the interior of North Hill to commercial use.

Fourth, from what I've read, the existing zoning would allow for 4 houses to be built on Baylen, so Mr. Beck should already be in a position to sell these lots for residential use. It is my opinion that the density and setback requirements of the existing zoning should be maintained, thus ensuring this block of North Hill maintains the same historic integrity as the rest of the district.

I urge you to leave the zoning as-is so only residential use, in family with the rest of the neighborhood, will be permitted.

Thank you for your consideration,

Jennifer Wasilenko
Owner – 23 W. Brainerd St.

Sent from [Mail](#) for Windows 10

June 1, 2021

Dear NHPA President, Suzi Emerson,

We need your support and help to save our homes from encroachment by the new owners of 1301 N Palafox Street.

Many North Hill residents are petitioning the Planning Board of the City of Pensacola to defeat the proposal to change PR-1AAA (residential) to PC-1 (commercial) on the Baylen Street side of the property.

If the zoning from residential to commercial (PR-1AAA to PC-1) is approved, it will signal that the City of Pensacola and the North Hill Preservation Board disregard the intent, nature, and scope of historic preservation which the North Hill Preservation District and community members have consistently maintained since 1972.

Will you please sign the petition, and, please write your support to defeat the proposal, directly to the City of Pensacola Planning Board (ccannon@cityofpensacola.com)?

Sincerely, with our Thanks,

Devin and Daniela Beckwith	1421 North Baylen Street
Mike and Jo Elizabeth Brown	109 West Blount Street
Jennifer Coveny	1515 North A Street
Jo Anne Glesser	20 West Lee Street
Meagan Glesser	400 West Blount Street
Tom Glesser	116 West Blount Street
Susie Ham	17 West Lee Street
Carol Ann Marshall	1313 North Baylen Street
Camelot Marshall	1313 North Baylen Street
Harry and Carol Swinford	1401 North Baylen Street

Neighbors
North Hill Preservation District
Pensacola, Florida

Cynthia Cannon

From: Tom Glessner <glessdog@yahoo.com>
Sent: Wednesday, June 2, 2021 4:02 PM
To: Cynthia Cannon
Subject: [EXTERNAL] Proposed rezoning of PK Yonge school building

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

2 June 2021

Dear Pensacola Planning Board:

I am opposed to the rezoning request for PK Yonge school, 1301 North Palafox. The back third of the school area was zoned PR1AAA many years ago to protect the residential nature of the surrounding blocks from the encroachment of commercial ventures. "

While the builder told us he was carving out 10 lots to sell (I'm guessing to finance the renovations of the 40 apartments he is planning on putting into the school building), on his application for zoning change, he only states he wants that area rezoned. That would allow for tattoo parlors, barbershops, day care centers, offices and a variety of other uses short of industrial. This intrudes into the surrounding PR1 AAA zoning of the surrounding areas. I've been in North Hill since 1979 when the area was dangerous and we had to sleep with one eye open because the break-ins were regular- to current day where the neighborhood is restored and well maintained and residential in nature.

The addition of 40 units and the rezoning of the back area would be an "open sesame" to much more traffic and commercial penetration in an area where children can safely ride their bikes and people can still in the evening without worrying about constant traffic.

In addition, the zoning change would go against the Federal historic guidelines about infill construction. When I researched it and it said new construction should be similar in size, density, setbacks and spacing and green area. It also said new construction should not negatively impact traffic flow or patterns.

We have always had to live under very restrictive guidelines in North Hill, because, unlike the East Hill district, the North Hill district is on the National Register and must abide by those guidelines. We have learned to live with these restrictions because we value the core neighborhoods attempt to safeguard these beautiful historic treasures. Our streets are already stressed with current residents because they are so old and narrow. The addition of any commercial zoning would over stress them and cause chaos.

In summary, the current zoning PR1 AAA allows for 4 houses to be constructed on that land and that blends well with the current density of surrounding streets, well, a little on the high end, but still within range. That allows for setbacks and size compatibility with surrounding houses for many blocks in all directions.

The plan to add up to 40 apartment in one small block is already extremely increased density and traffic, but the addition of commercial space on the Baylen Street side is just over the top. I personally know Carol Ann Marshall (and knew her husband Dr. Marshall) and they were Instrumental years ago in insuring that buffer of PR1 AAA remained. She was on the school board at the time it was sold for the first time and knows all the intent behind the zoning. I understand she will speak at the Planning Board meeting next week. She is a goldmine of information on this topic.

Please consider our position in your decision making. We all have worked hard to make North Hill the showcase it is in representing Pensacola history.

Thank you,

Thomas H Glessner
116 West Blount Street
Pensacola, FL

Cynthia Cannon

From: Gregg Harding
Sent: Thursday, June 3, 2021 10:33 AM
To: Cynthia Cannon
Subject: FW: [EXTERNAL] Rezoning in North Hill

Cynthia,

Please see Ms. Hatch's comments below.

Gregg Harding, RPA
Historic Preservation Planner
Visit us at <http://cityofpensacola.com>
222 W Main St.
Pensacola, FL 32502
Office: 850.435.1676
gharding@cityofpensacola.com

Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

-----Original Message-----

From: Lynsey Hatch <lynseyau@gmail.com>
Sent: Wednesday, June 2, 2021 10:40 PM
To: Gregg Harding <GHarding@cityofpensacola.com>
Subject: [EXTERNAL] Rezoning in North Hill

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Mr. Harding ,

This email is to express my opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

My family lives just a few blocks south of this area in question. Such rezoning would detrimental to the area. While property values are likely to go down in an area where commercial buildings may be built, these commercial buildings and severely reduced setbacks are completely inconsistent with the neighborhood's designation as a U.S. Historic District and as a residential neighborhood.

While Beck has made grand promises of residential structures filling the block, he has let us know of his plans to sell the lot(s) in order to fund the development of the building on the commercial side. Now that the complete application has been formerly submitted and accepted the City of Pensacola, we see that there is NO mention or plans for any homes along the Baylen Street side or any other restrictions that would force them to pursue only residential uses. Once the lots go up for sale, if rezoned to commercial, they neighborhood will be at the mercy of the highest bidder.

We do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents paying the cost.

I strongly urge you to disapprove the proposed rezoning.

Thank you,
Lynsey & Neal Hatch
9 W De Soto St
Pensacola, FL

Cynthia Cannon

From: Gregg Harding
Sent: Thursday, June 3, 2021 11:40 AM
To: Karis T; Ann Hill; Cynthia Cannon; Leslie Statler
Subject: RE: [EXTERNAL] Re: Proposed Rezoning of Pk Yonge/FDLE property

Thank you very much for your email, Ms. Traud. We have received your comments and will make them available to the Planning Board.

Please let us know if you have any questions. Thank you again.

Gregg Harding, RPA

Historic Preservation Planner

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: Karis T <karitraud@gmail.com>
Sent: Wednesday, June 2, 2021 6:31 PM
To: Ann Hill <AHill@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Gregg Harding <GHarding@cityofpensacola.com>
Subject: [EXTERNAL] Re: Proposed Rezoning of Pk Yonge/FDLE property

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

June 2, 2021

RE: Opposition to Rezoning of Lots 1-13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1

Dear Ms. Hill, Ms. Cannon, Ms. Statler, and Mr Harding,

This email is to express my strong opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

Such rezoning would be detrimental to the area. While property values are likely to go down in an area where commercial buildings may be built, these commercial buildings and severely reduced setbacks are completely inconsistent with the neighborhood's designation as a U.S. Historic District and as a residential neighborhood. These lots were zoned residential to protect residents and the neighborhood for a reason. My house I have owned for 21 years on Baylen and love my neighborhood for its historical significance in respect to the older homes and protecting the value of these homes. Additionally, many people buy homes in our neighborhood based upon the integrity of our neighborhood.

While Beck has made grand promises of residential structures filling the block, he has let us know of his plans to sell the lot(s) in order to fund the development of the building on the commercial side. Now that the complete application has been formerly submitted and accepted by the City of Pensacola, we see that there is NO mention or plans for any homes along the Baylen Street side or any other restrictions that would force them to pursue only residential uses. Once the lots go up for sale, if rezoned to commercial, the neighborhood will be at the mercy of the highest bidder. To me, this shows disrespect for the neighbors and our neighborhood organization. These lots facing Baylen should be kept as residential lots to maintain the integrity of our neighborhood and as respect to the neighbors. It was wrong of Beck Partners to tell us one thing and file an application for something else as this erodes the trust of the developer with neighborhood residents. So yes, I absolutely and completely oppose these lots be rezoned from residential to commercial!

Shame on Beck Partners for lying to us neighbors in regards to his intentions. I do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents are paying the cost. This city is all about its wonderful residents!

I strongly urge you to disapprove the proposed rezoning. I appreciate you understanding our desire to maintain the integrity and historical presence of our neighborhood.

Regards,

Kari

Kari Traud
1521 N. Baylen St
Pensacola, FL 32501

Cynthia Cannon

From: Gregg Harding
Sent: Thursday, June 3, 2021 10:57 AM
To: Lisa Mead; Ann Hill; Cynthia Cannon; Leslie Statler
Subject: RE: [EXTERNAL]

Thank you very much for your email, Ms. Mead. We have received your comments and will make them available to the Planning Board.

Please let us know if you have any questions. Thank you again.

Gregg Harding, RPA

Historic Preservation Planner

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: Lisa Mead <nutmegr@gmail.com>
Sent: Wednesday, June 2, 2021 7:20 PM
To: Ann Hill <AHill@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Gregg Harding <GHarding@cityofpensacola.com>
Subject: [EXTERNAL]

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

2 June 2021

Dear Members of the Planning Board:

I would like to be on record as being strongly in opposition to the rezoning of part of the PK Yonge property (Lots 1-13 and 28-30, Block 163, Belmont Tract) from primarily residential (PR-1AAA) to primarily commercial (PC-1.)

It is *entirely* inconsistent with the nature of the neighborhood to drop an island of commercial property right into a historic residential neighborhood. As a neighborhood, North Hill was led to believe that Beck intended for the entire block to be residential, but the application for this rezoning clearly indicates otherwise.

The North Hill neighborhood is not asking for anything. The designation as PR-1AAA as it exists does not preclude development of the parcels in question. Residential development in keeping with the neighborhood and the existing zoning would be welcome. Commercial development along Palafox in existing PC-1 zoning would be welcome. The

developer is the one who, having bought the property at a price consistent with its existing zoning, seeks to change it in order to sell parts of it off at a higher profit margin. Our neighborhood is the one who would be paying the price for this. 10 commercial lots on one block of a quiet, narrow, residential street - sandwiched between residences on all sides - makes absolutely no sense at all. The developer can spin any tale about what the lots *could* be used for, but once those lots are sold, they will be zoned for a myriad of commercial uses inconsistent with the location.

The North Hill Preservation District is on the National Historic register, an asset to the character of Pensacola - which one would think the City would take care to protect. I urge you to deny this developer's request, do nothing, and simply maintain the existing zoning for this property.

Lisa Mead
nutmegr@gmail.com
1009 N Reus St
Pensacola, FL 32501
850-293-2902

Cynthia Cannon

From: Margaret E Rhea <winkierhea@gmail.com>
Sent: Thursday, June 3, 2021 10:12 AM
To: Cynthia Cannon
Cc: Leslie Statler; Gregg Harding
Subject: [EXTERNAL] Opposition to change in zoning of 1301 N Palafox

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Margaret E (winkie) Rhea
200 W Gonzalez St
Pensacola, FL 32501
(850)438-7270

To: Cynthia Cannon
CC: Leslie Statler, Gregg Harding
From: Margaret E. (Winkie) Rhea
RE: 1301 N Palafox St Rezoning

Dear Ms Cannon,

Please ensure that this email will reach all of the Planning Board before the June 8 meeting.

I am unreservedly opposed to the rezoning of the old P.K. Yonge property by the Beck Partners. The school itself is zoned PC-1 and the back part of the old playground, now parking lots, that faces Baylen is and must remain, PR-1AAA.

My family has resided in the same house in North Hill for sixty (60) plus years. P.K Yonge was my elementary school. To save the old building, which by being in North Hill is on the National Register of Historic Places and is protected, let it remain PC-1. Joyce Turner, my mother, Elizabeth C. Rhea, among others were able to establish North Hill on the National Registry of Historic Places to protect the neighborhood's unique character. With their foresight and the classification as an important historic place, North Hill has been able to stave off the creep of commercialization and protect our historic neighborhood. Before this protected status, North Hill saw the destruction of many fine old family homes and lots of heritage trees all for the power of commerce and the almighty dollar. Now, many of those properties are nothing but abandoned parking lots along Palafox, Baylen and Spring! So much for commercial development!

There is no good reason to allow Baylen, between Lloyd and Lee streets, to be rezoned from PR-1AAA to PC-1. This area of the FDLE parking lot was my school playground. There are many reason to oppose this zone change. One: Baylen Street is too narrow, it is one of the most narrow streets in the area. It will not be able to handle all the change such mushrooming development would create. Two: Property values of the nearby homes, including the magnificent home at 1313 N Baylen home, built by Dr. Allen M. Ames and in the Marshall family since 1963, will be adversely affected. And three: Children, dog walkers and us old folks will no longer be safe to walk and play in the area. Most importantly, why should any developer be allowed to invade a Nationally Registered Historic Place and change zoning to avoid all the regulations and protection that our status in North Hill allows. Indeed, why should any developer be permitted to avoid regulations and reap profits at the expense of our unique North Hill, both its people and their homes.

Please do no allow any rezoning of the P.K.Yonge property. There is good development and then there is overdevelopment. Any string of townhomes or retail shops is overdevelopment and only useful to developers. Any change of zoning is not friendly neighborhood commerce. Refuse to change the zone.

Respectfully,

Margaret (winkie) Rhea

Cynthia Cannon

From: Gregg Harding
Sent: Thursday, June 3, 2021 4:02 PM
To: Cynthia Cannon
Subject: RE: [EXTERNAL] CONCERNS REGARDING BECK PARTNERS' APPLICATION REQUEST REGARDING THE REZONING AND USE OF 1301 N. PALAFOX STREET, PENSACOLA, FL 32501

Cynthia,

Mr. Brown just called me to make sure his comments are added to the packet. Thanks!

Gregg Harding, RPA

Historic Preservation Planner

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: m brown <pegasus53a@yahoo.com>
Sent: Tuesday, June 1, 2021 11:42 PM
To: Cynthia Cannon <CCannon@cityofpensacola.com>
Cc: Gregg Harding <GHarding@cityofpensacola.com>
Subject: [EXTERNAL] CONCERNS REGARDING BECK PARTNERS' APPLICATION REQUEST REGARDING THE REZONING AND USE OF 1301 N. PALAFOX STREET, PENSACOLA, FL 32501

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

DATE: JUNE 1, 2021

TO: Cynthia Cannon, AICP, Assistant Director, City of Pensacola, Planning Services, 222 W. Main Street, Pensacola, FL 32502

FROM: Major Michael R. Brown Jr. U.S.M.C. (Ret.), 109 W. Blount Street, Pensacola, FL 32501

SUBJECT: BECK PARTNERS' APPLICATION REQUEST REGARDING THE REZONING AND USE OF 1301 N. PALAFOX STREET, PENSACOLA, FL 32501

Truly a pleasure, to correspond with you today Ma'am, as I was guided by Mr. Gegg Harding to submit any concerns regarding the request to administer a potential zoning change(s), to the P.K. Yonge property, located at 1301 N Palafox Street, Pensacola, Florida.

I truly appreciate your time, in helping me with my concerns, regarding the upcoming June 8th, City Zoning Board Meeting. Please note, upfront, that I am not against the restoring, refurbishment, or improvement of the property.

My concerns are primarily that of the excessive volume of proposed residential and commercial properties, combined = 50 total (40 apartments and 10 townhomes); which would attract 130 plus vehicles that would clobber our neighborhood '24/7'. It is noted that FDLE on an average day may have 30 +/- vehicles there from 8 am to 5 pm: and I illustrate the following to help you and all members better understand our situation: It is truly bad enough that the residents of W. Blount Street of all ages, elderly and children alike, risk their lives every day trying to walk across W. Blount Street to go to their cars, let alone get out of their vehicles, keep in mind, the area of what I speak is 1 block north of the PK Yonge Building. This street has no speed bumps or permanent electronic/digital speed limit signage that reveals the speed limit and the speed of transiting automobiles. Traffic calming and attempts to thwart the speeders on W. Blount is an epic failure, and to add another 130 plus vehicles into the mix would be a complete disaster. Too often do the residents receive an unwanted adrenaline rush caused by nearby speeding vehicles!

My intent is to ensure that we limit any and all high volume residential build projects and parking issues that would turn a wonderful historic neighborhood into a high density overcrowded place, as found in larger cities.

Recently the Pensacola News Journal had an article speaking of "luxury apartments," which Mr. Beck denied to the participants on a Zoom Meeting in May 2021. The 'Zoom Meeting' had some NHPA personnel and very few residents from the area. It really had the appearance that what we were presented by Mr. Beck, the developer, and the NHPA is what was going to happen, no matter what, and that they had little time for questions and answers. The short notice email invite stated that "upscale" apartments would be built. The developer stated that they would be nice but eluded to no historic standard or level of elegance luxury nor upscale. He was unsure to say how many, and when pressed and given the opportunity to provide a range, he stated 20-40 apartments; that and with the added 10 row-homes to N. Baylen Street to the mix makes for high density and overcrowding and a public safety concern. He definitely was clear about his intent to offer all of the property to other buyers/developers and it is being advertised as such now. Not really sure if there is a historic preservation intent when one speaks of 'flipping' property to other buyers/developers. Another contention was how the developer was going to close on a property, that wasn't even zoned to his liking and provide a 'quick' Zoom Meeting, the day before the purchase. A review of this Zoom

Meeting is recommended. I must admit the developer was very respectful and a very kind gentleman but had clear intentions towards his investment.

My request is to ensure that we don't rezone this property, Block 163, at all, which if it became PC-1 will have 130 + people and 130 + vehicles in and around it, at all times. I must emphasize upfront that the PR-1AAA be retained as it is now and ad infinitum.

Please know that I did access the link on the City's website, to the calendar which contains the Agenda Packet for June 8th.

I wanted to inform you that there are issues regarding Agenda Packet page numbers 33, 34, 35 and 36.

Page 34 appears to be incongruous on several matters with regards to Agenda Packet Pages 33, 35 and 36:

1) Agenda Packet Page 34 speaks of Block 63, when the others address and regard Block 163; which makes one ponder of the etymology of drafting lots over what was once a straight forward empty block with no lots and how the property arrived at its current survey status.

2) Agenda Packet Page 34 is seriously flawed and conflicts with Agenda Packet Page 36 regarding what actually is PC-1 versus PR-1AAA, wherein the coloring is very very misleading, as it only indicates lots 1-10 as PR-1AAA, as shaded in light blue. When in fact that 1.5 acres is actually grandfathered in as PR-1AAA and only 1.2769 acres are zoned as PC-1; the artist seemed to include lots 11, 12, 13, 28, 29 and 30 into their PC-1 pinkish-orange coloring schematic, which is incorrect and is actually PR-1AAA. Left unnoticed, this could inappropriately mislead and influence the board into a wrong decision, as revealed here as a statement of fact, there is more of the property zoned PR-1AAA than that of PC-1, and that PR-1AAA as explained further has a larger stake in the future of this Historic Property.

Regarding Historic Preservation, the rationale to have PR-1AAA property changed to be zoned as same to a PC-1 scenario would violate Pensacola's Historic Preservation Standards and be seen as a defilement of the historical precedence set forth by ensuring that the City help its citizens ensure the prevention of commercial encroachment, to the interior of one of Our Nation's largest Historical Preservation Districts, North Hill.

There is significant evidence to the previous with nearly all of the blocks along the west side of N. Palafox, that are in the North Hill Preservation District, and even further north, along the North Hill Perimeter, that the blocks are basically one-half PC-1 on the N. Palafox side and PR-1AAA along the

N. Baylen side. This also the scenario all over towns and throughout cities across America and especially with Historic Districts.

These half-block commercial areas act as a cushion to the residential areas, with half residential before followed by whole blocks of residential areas towards the interior. It is very obvious, that the earlier city planners built this in, to protect the neighborhood and neighborhoods throughout the city. It is visibly noticed either walking or driving the neighborhood, and it is evident as seen on Google Maps.

Another concern is the developer's intent to have ten homes, actually, ten 25' to 30' wide 'row-homes', with a five-foot setback. This would literally destroy the integrity of our neighborhood. What was done on the south side of Cervantes in the area known as the 'Court of North Hill' may work there; however, it is not enduring nor historic, and the traffic and parking there is rather hideous.

The other townhomes or row-homes, in the area of North Hill, at the northern intersection of W. Cervantes and N. Baylen are turning into high-density overcrowded living space with little regard to historic preservation standards. The idea of putting multiple townhomes or row-homes in areas that satiate the greed of tax collectors, is not Historic Preservation, yet rather the destruction of what was truly foreseen in the original plans. Focusing on potential PC-1 areas along N. Palafox and respecting PR-1AAA have huge potential tax earnings for the city with diligent, strategic and selective planning.

PR-1AAA as it is defined now, must be retained with its 75' frontage and 30' set-backs.

By retaining PR-1AAA along 1300 Block of N. Baylen Street, will allow for some great construction of approximately 4 homes total along the western 1,5 acres (the N. Baylen side of the road), with two addresses on N. Baylen, one address on W. Lee and one address on W. Lloyd. This approach would be in line with Historic Preservation at its finest.

Therefore, we must all object, 100%, to the developer's application request for rezoning for any additional PC-1 Zoning and his proposal of placing 5 to 10 homes along the 1300 block of N. Baylen Street, in a nationally recognized historic neighborhood.

I truly hope that these items will be considered, and discussed at the upcoming planning board meeting.

I respectfully request that the planning board reconsider any sort of approval that would destroy our Historic Neighborhood and vote 'no' to the rezoning application request to extent PC-1, and to ensure the aforementioned concerns are appropriately resolved, in accord to the highest standards set forth in Historical Preservation Guidelines and to preserve the western 1.5 acres of Block 163 as PR-1AAA.

Respectfully Submitted and Best Regards,

Michael R. Brown Jr.

Major USMC (Ret.)

850-449-4601

Cynthia Cannon

From: m brown <pegasus53a@yahoo.com>
Sent: Thursday, June 3, 2021 12:06 PM
To: Planning Questions
Subject: [EXTERNAL] City Planning Board Meeting June 8, 2021

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Team,

1) Are petitions allowed to presented to the Board at the meeting; as we have a large number of people signing it and still are unaware of what the issues are that we are petitioning?

And

2) Is there an ability to present a PowerPoint and have the ability to access the Agenda Packet visibly?

Thank you,
Mike Brown
Major USMC (Ret.)

[Sent from Yahoo Mail on Android](#)

June 1, 2021

Dear NHPA President, Suzi Emerson,

We need your support and help to save our homes from encroachment by the new owners of 1301 N Palafox Street.

Many North Hill residents are petitioning the Planning Board of the City of Pensacola to defeat the proposal to change PR-1AAA (residential) to PC-1 (commercial) on the Baylen Street side of the property.

If the zoning from residential to commercial (PR-1AAA to PC-1) is approved, it will signal that the City of Pensacola and the North Hill Preservation Board disregard the intent, nature, and scope of historic preservation which the North Hill Preservation District and community members have consistently maintained since 1972.

Will you please sign the petition, and, please write your support to defeat the proposal, directly to the City of Pensacola Planning Board (ccannon@cityofpensacola.com)?

Sincerely, with our Thanks,

Devin and Daniela Beckwith	1421 North Baylen Street
Mike and Jo Elizabeth Brown	109 West Blount Street
Jennifer Coveny	1515 North A Street
Jo Anne Glesser	20 West Lee Street
Meagan Glesser	400 West Blount Street
Tom Glesser	116 West Blount Street
Susie Ham	17 West Lee Street
Carol Ann Marshall	1313 North Baylen Street
Camelot Marshall	1313 North Baylen Street
Harry and Carol Swinford	1401 North Baylen Street

Neighbors
North Hill Preservation District
Pensacola, Florida

Cynthia Cannon

From: President, North Hill Preservation Association, Inc. <president@historicnorthhill.com>
Sent: Monday, June 7, 2021 3:30 AM
To: Cynthia Cannon
Cc: Leslie Statler
Subject: [EXTERNAL] Rezoning of 1301 North Palafox Street - North Hill Preservation District
Attachments: PK_Yonge_Redevelopment_Existing_Home_Lot_Sizes_NH.pptx;
Deed_restriction_commitment.pdf

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear City of Pensacola Planning Board Members,

The North Hill Preservation Association, Inc. Board of Directors met on June 5th, and at this time, we cannot support the rezoning request for 1301 North Palafox Street.

We have been meeting with Justin Beck and his organization since March 31st about the redevelopment of the P.K. Yonge school property. He has heard the history of the zoning of the property when the school closed, and the block was changed from PR-1AAA zoning to a split zone of PC-1 and PR-1AAA. He learned that this change occurred so that the school building could be converted to office use, but the neighborhood would have protection on the interior from future commercial encroachment. If you review our zoning map, you will see that we have Commercial zoning along the main corridors of Cervantes and Palafox Streets, but that the interior of our neighborhood is zoned PR-1AAA, and PR-2 for residential uses. Upon learning the history of the zoning and the desires of the adjacent residents to prohibit commercial encroachment, the applicant, and members of the NHPA Board of Directors met with the City's Planning Department on June 3rd to review options for variances to the City's minimum lot size, and lot width. We have many homes built on smaller lots than 9,000 sf as evidenced by the attached PowerPoint. City Planners shared that they were unable to use variances to achieve the applicant's goal. Unfortunately, because the City had established a 9,000 square foot minimum lot size for PR1-AAA and PR-2 residential zoning districts, the only way the applicant can build five homes on this site would be for it to be rezoned to PC-1, which does not have minimum lot size for residential homes. Additionally, they clarified that they were the ones who felt that the rezoning route was the only way to achieve the applicant's desire to develop the Baylen Street side of the parcel into single-family homesites.

The applicant has proposed a compromise that would ensure no commercial encroachment into the neighborhood. The applicant has submitted a letter of intent to begin working on creating a five-lot residential plat with perpetual deed restrictions that would prohibit any commercial uses for the Baylen Street side of the property where the five new residential homes are planned.

We appreciate the applicant's willingness to meet and hear from the neighborhood during our May 13th Town Hall Meeting on the project to hear our concerns and develop a compromise. We continue to encourage all residents to share their individual input with the Planning Board and the City Council.

In conclusion, if the Applicant has the deed restrictions on the five proposed residential lots in place by either of the two City Council Public Hearings, we will then offer North Hill Preservation Association, Inc.'s support, as the use of the Baylen Street PR-1AAA exterior parcels will be restricted IN PERPETUITY to residential use despite being zoned PC-1.

On Behalf of the Board of Directors,

Susan Emerson, President
North Hill Preservation Association, Inc.

P.O. 12451

Pensacola, FL 32591
president@historicnorthhill.com

1301 N. PALAFOX, LLC

125 W. Romana St Suite 800 | 850-477-7044

June 5, 2021

Suzi Emerson, President
North Hill Preservation Association, Inc.
P.O. Box 1251
Pensacola, FL 32591

**Dear Suzi Emerson, President
North Hill Preservation Association, Inc.**

As manager of 1301 N. Palafox, LLC I would like to thank you and the board of directors for your work on this project thus far, and I believe our project will be better and more successful because of it.

While it has never been our intention to have any use other than residential in the current PR-1AAA area, we understand that the brevity of the rezoning application created serious concerns about our intentions. Furthermore, with additional review, and feedback, we believe a maximum of ten residential lots (which was initially planned) would not be congruent with the existing neighborhood.

Pursuant to the board meeting which took place on June 2nd, we agree to limit the number of residential lots on Baylen Street to five. These lots will be no less than 60' in width, and all would have rear entry vehicular access via a shared drive with the current PK Yonge building. Further, we agree to record a perpetual deed restriction that prohibits any commercial uses along Baylen St and the area currently zoned PR-1AAA.

As we learned on a conference call with City Staff on June 3rd a variance for changes is not possible, and given the current zoning districts in available in North Hill, a rezoning to PC-1 is the only zoning district that would allow a 60' wide residential lot. If the board is in support of this approach, we would immediately begin work on creating a five-lot residential plat with

above stated deed restrictions, which of course would require additional approvals from the City through the normal development process.

We graciously ask for your support for the approval of our rezoning application contingent upon of the above stated assurances.

Sincerely,

A handwritten signature in blue ink, appearing to read "John A. Bork". The signature is stylized with a large "J" and a circular flourish around the "B".

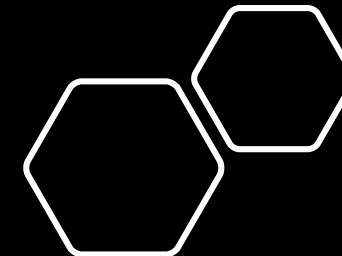
1301 N. Palafox, LLC

**cc: John Trawick
Cynthia Cannon
Stacy Taylor
Melania Nichols**

The following are images of single-family homes within North Hill which would not have been allowed to be built with the City's current restrictions for Minimum Lot Area for residential uses *
A minimum lot width is now 75 feet and a minimum lot area/size of 9,000 for single-family homes.

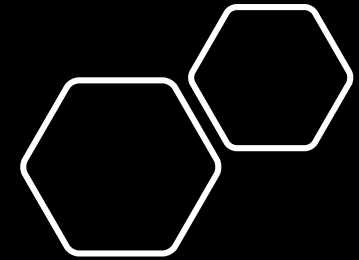
*These are just some of what we have had time to document and will suffice as an example.

*Newer construction was required to go through City Boards and City Council for approval to rebuild where an historic home was destroyed because lots no longer met minimum lot size.



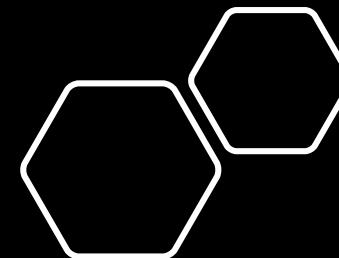
225 West DeSoto

Lot Size: 6,000 feet
Lot Width: 50 feet



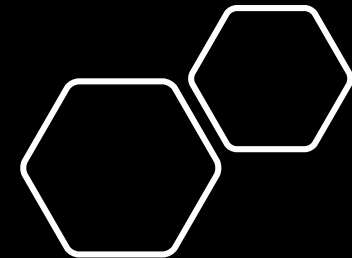
315 West DeSoto

Lot Size: 5,250 sf
Lot Width: 35 feet



317 West DeSoto

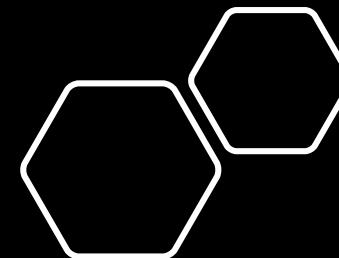
Lot Size: 7,950 sf
Lot Width: 53 feet



319 West DeSoto

Lot Size: 7,950

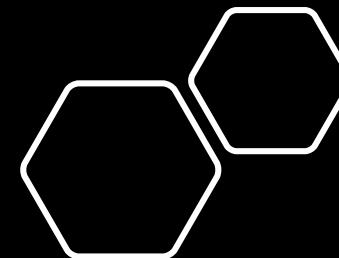
Lot Width: 53 feet



321 West DeSoto

Lot Size: 8,100

Lot Width: 54 feet



411 West DeSoto

Lot Size: 7,025 sf
Lot Width: 61.4 wide

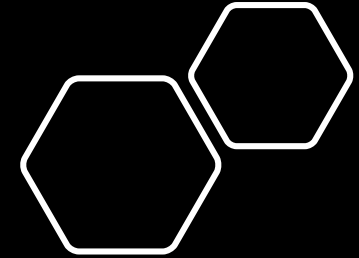
Built in 2003



1010 North Reus

Lot Size: 6,600

Lot Width: 60 feet

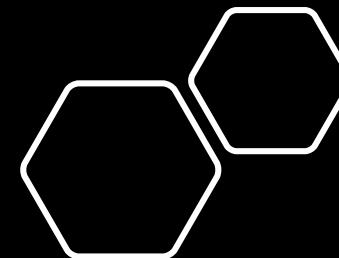


1008 North Reus

Lot Size: 8,250

Lot Width: 75 feet

05.04.2018 12



1000 North Reus

Lot Size: 8,250

Lot Width: 75 feet



301 West Gonzalez

Lot Size: 7,500

Lot Width: 60



418 West Gonzalez

Lot Size: 5,244

Lot Width: 43.7



420 West Gonzalez

Lot Size: 4,956

Lot Width: 41.3



424 West Gonzalez

Lot Size: 4,800

Lot Width: 40



905 North Reus

Lot Size: 7,500

Lot Width: 60 feet



907 North Reus

Lot Size: 7,500

Lot Width: 60 feet



900 North DeVilliers

Lot Size: 3,750

Lot Width: 30 feet

Year Built: 1918

Cynthia Cannon

From: Tom Glessner <glessdog@yahoo.com>
Sent: Monday, June 7, 2021 10:44 AM
To: Cynthia Cannon
Subject: [EXTERNAL] PK Yonge Zoning Change Request

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Planning Board:

We want you to know that 163, the PK Yonge built PR1AAA under the agreement, in order to provide residential houses. That with his plans to build will be very damaging to the

Cynthia Cannon

From: Tom Glessner <glessdog@yahoo.com>
Sent: Monday, June 7, 2021 12:00 PM
To: Cynthia Cannon
Subject: [EXTERNAL] PK Yonge Zoning Change Request-RESEND due to poor transmission

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

June 3rd, 2021

Dear Pensacola Planning Board:

I am opposed to the rezoning request for PK Yonge school, 1301 North Palafox. The back third of the school area was zoned PR1 AAA many years ago to protect the residential nature of the surrounding blocks from the encroachment of commercial ventures.

While the builder told us he was carving out 10 lots to sell (I'm guessing to finance the renovations of the 40 apartments he is planning on putting into the school building), on his application for zoning change, he only states he wants that area rezoned. That would allow for tattoo parlors , barbershops, day care centers, offices and a variety of other uses short of industrial. This intrudes into the surrounding PR1 AAA zoning of the surrounding areas.

I've been in North Hill since 1979 when the area was dangerous and we had to sleep with one eye open because the break-ins were regular- to current day where the neighborhood is restored and well maintained and residential in nature.

The addition of 40 units and the rezoning of the back area would be an "open sesame" to much more traffic and commercial penetration in an area where children can safely ride their bikes and people can still in the evening without worrying about constant traffic.

In addition, the zoning change would go against the Federal historic guidelines about infill construction. When I researched it and it said new construction should be similar in size, density, setbacks and spacing and green area. It also said new construction should not negatively impact traffic flow or patterns.

We have always had to live under very restrictive guidelines in North Hill, because, unlike the East Hill district, the North Hill district is on the National Register and must abide by those guidelines. We have learned to live with these restrictions because we value the core neighborhoods attempt to safeguard these beautiful historic treasures. Our streets are already stressed with current residents because they are so old and narrow. The addition of any commercial zoning would over stress them and cause chaos.

In summary, the current zoning PR1 AAA allows for 4 houses to be constructed on that land and that blends well with the current density of surrounding streets, well, a little on the high end, but still within range. That allows for setbacks and size compatibility with surrounding houses for many blocks in all directions.

The plan to add up to 40 apartment in one small block is already extremely increased density and traffic, but the addition of commercial space on the Baylen Street side is just over the top.

I personally know Carol Ann Marshall (and knew her husband Dr. Marshall) and they were Instrumental years ago in insuring that buffer of PR1 AAA remained. She was on the school board at the time it was sold for the first time and knows all the intent behind the zoning. I understand she will speak at the Planning Board meeting next week. She is a goldmine of information on this topic.

Please consider our position in your decision making. We all have worked hard to make North Hill the showcase it is in representing Pensacola history.

Respectfully Submitted,

Thomas H Glesser

116 West Blount Street
Pensacola, FL 32501
(850)-384-8364

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

Thanks,

Cynthia Redeker
(850) 485-0001

D. J. Seale, III
(850) 485-0002

909 N BARCELONA ST
PENSACOLA, FL

Amy Hargett

From: Cynthia Cannon
Sent: Monday, June 07, 2021 1:29 PM
To: Amy Hargett
Subject: FW: [EXTERNAL] PK Yonge Zoning Change Request

Cynthia Cannon, AICP

Assistant Planning Director

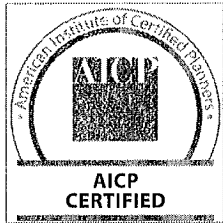
Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435-1670

ccannon@cityofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by

From: Tom Glesser <glessdog@yahoo.com>
Sent: Monday, June 7, 2021 11:38 AM
To: Cynthia Cannon <CCannon@cityofpensacola.com>
Subject: [EXTERNAL] PK Yonge Zoning Change Request

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cindy Redeker
909 N Barcelona St
Pensacola, FL 32501
(850)-485-0001

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

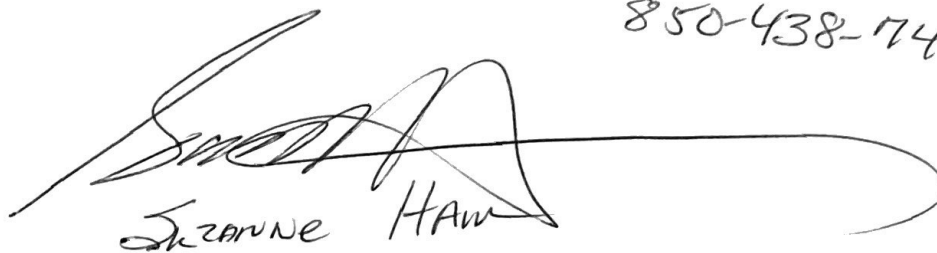
Thanks,


850-444-8888

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

Thanks,


Suzanne Ham

850-438-7465


Walter B. Lagergren Jr.
WALTER B. LAGERGREN JR.

850-438-7465

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

Thanks,

Justin Baker
7468 Briarwood St. P.O. Box 32506
850-375-2956

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

Thanks,

Ed. Hamer
850-390-1250
#1 West Lloyd

DATE: JUNE 8, 2021

TO: City Planning Board, City of Pensacola, Planning Services, 222 W. Main Street, Pensacola, FL 32502

FROM: Michael R. Brown Jr. and Jo Elizabeth Brown, 109 W. Blount Street, Pensacola FL 32501

SUBJECT: CONCERNS REGARDING THE REZONING AND USE OF 1301 N. PALAFOX STREET, PENSACOLA, FL 32501

Good afternoon (or evening,) my name is Major Michael R. Brown Jr. United States Marine Corps (Ret.) and my wife is Jo Elizabeth Brown. We reside within the 500 foot radius of 1301 N. Palafox Street, block 163, Pensacola, Florida 32501 a.k.a. P.K. Yonge School Property. My family and I invested in a home at 109 W. Blount, one block and around the corner, from the historic PK Yonge School property.

As you know, North Hill, is a nationally recognized historic neighborhood. There are many reasons that an individual or a family chooses North Hill. My wife and I chose North Hill 17 years ago, out of a handful of other historic neighborhoods, across the United States. The reason, that we chose historic North Hill, was not just for the multitude of various architecture of the homes, or the unparalleled craftsmanship, but also for the ordinances, that were set forth to protect this national treasure, from commercial encroachment.

As we all know, Pensacola is booming with new residential and commercial growth, within the city and throughout Escambia County. North Palafox Street, which borders historic North Hill, is a logical and likely direction for continued growth of our beautiful downtown. Along N. Palafox Street, which is the gateway to downtown Pensacola, residents would love, welcome and encourage cafes, boutiques, shops and other commercial businesses development.

We remain committed in stating that we have not wavered with our opposition to the rezoning application. We also want to make it known that we are not represented by any neighborhood board, group, individual or individuals; however, we do stand in solidarity with over 170 plus North Hill neighbors and fellow Pensacolians, petitioning against the rezoning request, or any future changes to the PR-1AAA. We oppose any changes to the property zoning listed at, 1301 N. Palafox Street, Block 163, the historic PK Yonge School Property. It is our desire to retain the PR-1 AAA zoning boundaries as they currently stand today; with no other provisions made to create future sub-divisions, etc.

Discrepancies in the Request for Application are evident in the Agenda Packet posted on-line after the sale of 1301 N. Palafox, block 163. It is noted that the property was zoned PC-1 on the Palafox side, 1.2769 acres on the eastern side; and PR-1AAA, was zoned on the 1.5 acres facing N. Baylen, on the western side of the property, which is the residential side of the block 163, the historic P.K. Yonge property.

Under PR-1AAA, home construction would need to follow the PR-1AAA zoning ordinance as is, with proper setbacks and strict guidelines and with no variances. This allows cohesion and consistency within our nationally recognized historic neighborhood. With that said, Page 34 is seriously flawed and conflicts with Agenda Packet page 36. The two schematics in the zoning

request, regarding what actually is PC-1 versus PR-1AAA, wherein the coloring or highlighted area, is very misleading. It only indicates solely lots, 1-10 as PR-1AAA, as shaded in light blue. Left unnoticed, this could inappropriately mislead and potentially influence the board into a wrong decision and false thinking that the majority is PC-1, which in fact, it is not.

It is certainly evident that more of the property is zoned PR-1AAA than PC-1. We should retain the half block cushion, as this is evident throughout the neighborhood and outside of North Hill, as well. North Hill residents within the 500' feet perimeter of the PK Yonge property, and many other North Hill residents, outside of the 500' foot perimeter are concerned. After review of the outcome of the North Hill Preservation Association meeting, with city planners and Beck partners; the NHPA email dated 6-3-21, at 7:53 pm, it appears that the NHPA acted and spoke autonomously, about a '5 house compromise.' Unbeknownst to us, they did this without contacting anyone from within the 500' foot perimeter, previous to their meeting. It appears that they tried to use our letters to this Board against us regarding PR-1AAA.

We appreciate and are very grateful, for the earlier city planners, and for those still today, along with North Hill residents, who continue to have the foresight and desire to protect our historic neighborhood. We are here today, like those before us, to protect North Hill; specifically, the residential side of 1300 N. Baylen Street, and to retain it as PR-1AAA. We stand against any commercial intrusion or encroachment.

I, Michael R. Brown Jr., and my wife, Jo Elizabeth Brown respectfully request, that the City of Pensacola's Planning Board, understand that we along with 170 plus petitioners, and many North Hill residents, who could not make this meeting today, request your vote in opposition, to the Beck Partners rezoning application request, regarding, 1301 N. Palafox Street, Block 163, the historic PK Yonge property, in becoming PC-1.

If PC-1 is approved, it would set a negative precedent for future commercial encroachment in residential neighborhoods, in North Hill and elsewhere in our city.

We simply ask that you, our City Planning Board, of our beautiful historic Pensacola, to please retain the historic beauty, fabric and integrity of our residential, North Hill neighborhood.

Respectfully Submitted,

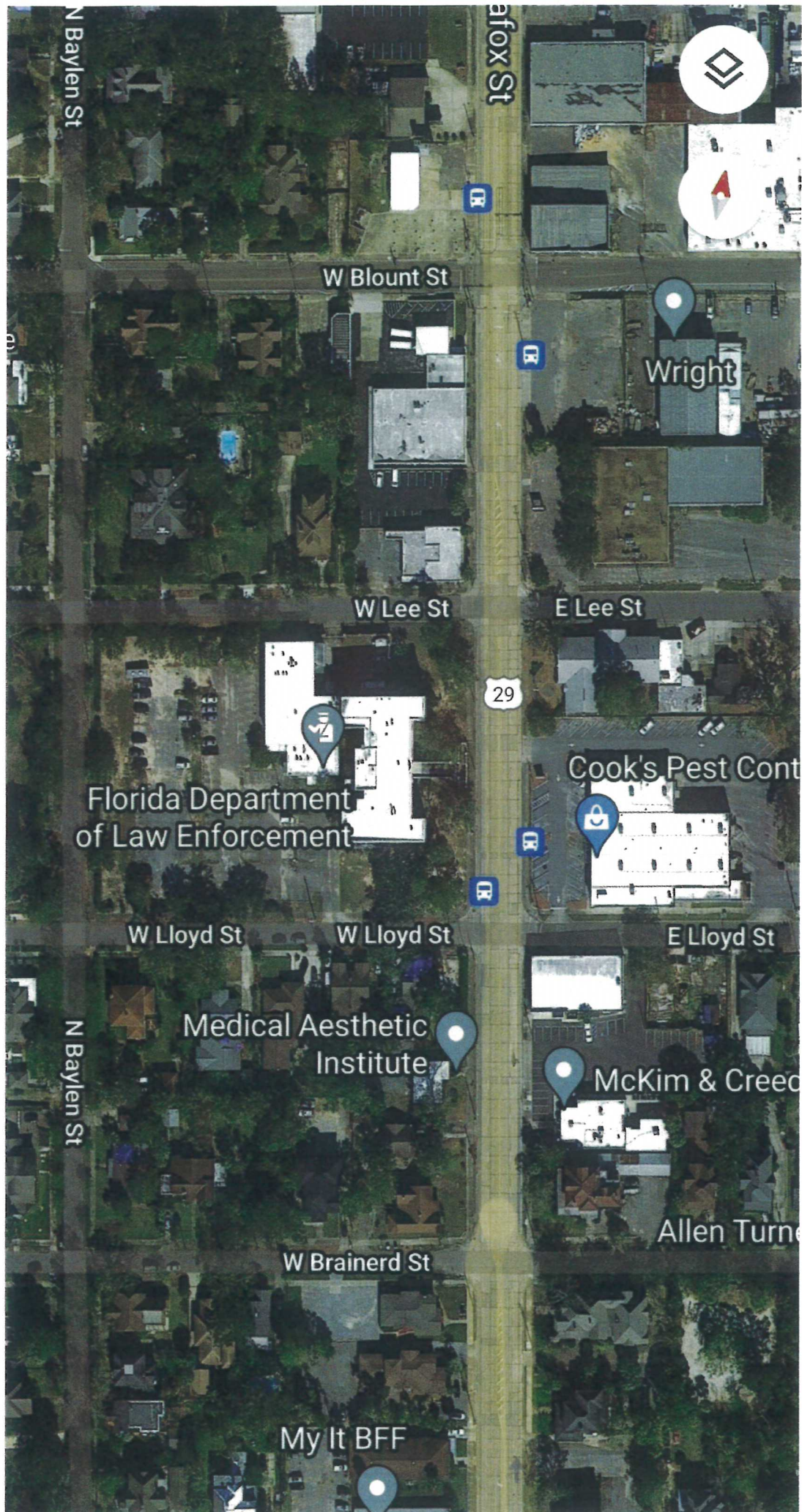


Michael R. Brown Jr.

Major U.S.M.C. (Ret.)



Jo Elizabeth Brown



Good afternoon,

I am Dr. Jo Anne Glessner. I live at 20 West Lee Street, right on the PK Yonge schoolyard. I have been a resident of North Hill since 1975 and my husband and I have lived in and remodeled over 20 houses, so we are really familiar with PR1AAA zoning guidelines.

In the 1970s, Earl Bowden asked me, because of my research background, to join a team to give seminars on Historic Preservation Guidelines to different groups both private and public in the Panhandle area. Historic Preservation was a relatively new concept at the time. Mr. Bowden was a champion of historic preservation and safeguarding its precepts from external erosion. He was instrumental, along with others, in bringing North Hill to life.

He had a favorite theme he called "first to worst"....explaining that the first attacks on preserving historic guidelines in National Historic Preservation districts were the deterioration of inner cities. Explaining that deterioration infused an attitude of non-enforcement in historic districts because of other issues like crime and abandoned storefronts in downtown areas. This was the stage of North Hill in the 1970s-boarded up houses and recurrent crime. We slept with one eye open.

The second part of Mr. Bowden's thesis, he called "the Worst". He said that threat to maintaining the federal guidelines to protect preservation districts would emerge when accelerated growth of the downtown areas pushed cities into trying to nibble away from the outside edges of historic preservation districts in order to provide housing during a heated up growth spurt in these towns. We didn't think much of this portion of his warning in the 1970s-but it is on us now.

PK Yonge school, back when it transitioned from a school to commercial use, was lauded as a great compromise. The historic building was saved and put into reuse and a PR1AAA buffer was kept in place to protect the residential portion of North Hill proper. A variance was given to allow cars to park on the PR1AAA side and the back portion could have been sold as 4 homesites. Everyone who invested in the residential properties in this 3 block area surrounding the school was assured the buffer was ironclad and would provide security and quiet enjoyment of our homes.

All of the properties adjoining the school were PR1AAA and as such, we were required to conform to the cardinal guidelines of the Sec. of the Interior related to historic preservation. Over the years, many times it put both a financial burden as well as a limitations on use burden on all of the homeowners based on PR1AAA zoning, but we felt the district was worth protecting.

Before I address the guidelines that rezoning will destroy, I would like to correct some misperceptions in the developers application. This is a drawing that they submitted leading us to believe that almost the entirety of the block was already zoned PC1 and only the narrow strip along Baylen was the rezoning area in question. Looking at the actual survey of block 163, the PK Yonge site, we see that greater than 50% of the block is zoned PR1AAA. Less than 50% is zoned PC1.

The Sec of the Interior's guidelines list distinct items that should be applied to new construction or infill. These key items to be applied to any new construction within a nationally recognized historic district include, whether residential or commercial:

1. Uniform setbacks: creates a street wall that is essential to preserve the character of the historic district. New construction should respect the street line of the existing neighbors.

PC1 zoning change would remove this restriction and allow building with no setbacks, unlike anything on the surrounding blocks in North Hill.

2. Floor/Area ratio: dividing the sq footage of structure by the square footage of the lot to keep proportions of surrounding structures in balance with new construction.

This will be lost with PC1 zoning.

3. Alignment, rhythm and spacing. Effect that new construction will have on the existing block patterns- greenspace, width and side and backyard setbacks relative to adjoining blocks design

PC1 zoning will remove this guideline.

4. Density- as you can see by this map of the North Hill district, there is very low density in the entire area. 3-4 houses or less is the norm. On the blocks surrounding the school we only have 2 residential homes on Lee St., 2 on Baylen and 3 on LLOYD street.

Rezoning to PC1 will lose control over the density of this space. It's current PR1AAA allows 4 homes to be built, which is in keeping with the surrounding streetscape density.

5. Height and width: as with the other new construction guidelines in historic districts, this one will also be removed with rezoning.

In summary, all of the guidelines put in place by the Sec of Interior to protect historic preservation districts from encroachment of inappropriate structures, will be totally eliminated by the loss of PR1AAA zoning and the surrounding homes and their families will be adversely affected by density, setbacks and spacing issues that can never be corrected.

Unfortunately, PC1 zoning in Pensacola, as it is now written, does not offer historic guideline protections that other cities have built into their zoning codes. This is a shame because it forces us to try to preserve PR1AAA as our only option to protect the residential heart of North Hill from the loss of these protections that other cities have implemented.

The developer purchased this property knowing that more than half of it was zoned PR1AAA. The developer also stated he wanted to sell off the rear lots and he was not going to build there. The problem exists that instead of selling them off with historic guidelines on density, setbacks and spacing intact, he has stripped them to the barebones and is able to sell them under PC1 zoning permission.

The developers have ask for blanket PC1 rezoning without specifically, in contract or legally binding form, restricted the possible abuse of this PC1 zoning. Neighbors have no security that his promised development will happen in the one of the several versions he has offered for carving up and selling off the back lots. If something were to happen to the partnership after rezoning, a new owner could do just about anything to that block.

PC1 rezoning strips North Hill of any voice in the development of that land other than the ARB approving the architectural aspect of the planned structure.

Please don't allow this damage to the heart of our historic district. If PC1 zoning could be revised to preserve the National Historic guidelines for new construction, like many other cities have done, this zoning would become a better friend to the North Hill historic district.

Rezoning outside the Palafox business corridor opens up the spreading of this rezoning to proximate properties. We have PC1 zoning at the end of our block on Palafox. Would this open the way for others to rezone our houses to benefit from the extra land? Or is this just spot rezoning? We all will still be held to PR1AAA guidelines, yet 20 ft away across the street, our

neighbors are free of those restrictions. The developer will be given the right to strip them away before sale.

The developer has asked simply for PC1 rezoning, he is not legally bond to honor any verbal assurances he might have made about his intent. Once he achieves his goal of rezoning most of the block, he can do whatever he wants.

Preservation Commercial Zoning was originally designed to work with the Seville Historic District, commercial in nature, not designed to meld with the historic zoning of a strictly residential neighborhood like North Hill. We have almost no PC1 zoning.

Please say no to this rezoning under the current PC1 form. It damages our historic district on so many levels. It opens a Pandora's box . PR2 zoning would have been a better, less abrupt option or just leaving the existing zoning and selling off the current 4 lots.

As Earl Bowden explained: subdivisions normally have natural boundaries that protect them from encroachment by commercial or over building. Historic districts like North Hill, that developed in the inner city have none. They are fragile and very vulnerable to intrusions. The National Register and its guidelines provide the only shield for these historic landmarks....but it is up to the cities to safeguard that protection.

I beg you to help protect this valuable treasure in our town...

Thank you, Dr. JoAnne Glesser
20 West Lee
North Hill Preservation district

June 8, 2021

Good afternoon.

My name is Carol Swinford. My family and I live at 1401 North Baylen Street. We purchased our home in 1991, 30 years ago. Our home is located on the corner of Baylen and Lee and diagonal from Block 163, it is therefore within the 500-foot radius of this block. The North Hill Board did not contact us and we disagree with the board's decision.

In the late 1980's we moved to the neighborhood and lived on Strong Street. My husband had grown up in the neighborhood across the street from Hopkins Boarding House. He attended PK Yonge as a child along with his six brothers and sisters.

Once back in North Hill, we then decided that we wanted to make an investment in the neighborhood because of its historical nature. We were confident in the historical significance of this neighborhood and that it would be preserved and respected due to the approval by the City Council of the boundaries of the North Hill Preservation District in 1973 and in 1983 the neighborhood was added to the National Register of Historic Places.

When we purchased our home, we were aware that the PK Yonge building was vacant and had been for a number of years. We also understood that in the future the school could be redeveloped. My husband and I bought our home because the back portion of the PK Yonge block on Baylen Street from Lee to Lloyd Streets was zoned residential. We were confident that the borders and zoning of the North Hill Historical Preservation District would keep us safe from any danger of commercial encroachment.

We were shocked when we learned that the residential zoning was in jeopardy of becoming commercial. The current zoning PR-1AAA allows for four homes to be built on this block which is consistent with the neighborhood standards. We do not believe that the zoning change to commercial PC-1 will be beneficial to our historic neighborhood; in fact, we believe it will be detrimental to the neighborhood and its preservation.

My family would appreciate your consideration and protection by not allowing this residential zoning to become commercial.

Thank you for your time.

Please add this letter to the minutes for this hearing.



Carol Swinford
1401 N. Baylen Street
Pensacola, FL 32501

June 8, 2021

Good afternoon, Ladies and Gentlemen.

I am Carol Ann Marshall.

Thank you for permitting me to speak with you today about the property, 1301 North Palafox Street, Block 163.

In 1964 my family moved into our home at 1313 North Baylen Street, which directly faces the back of the former P.K. Yonge School property. This location provided a home, a school that our children could walk to, and a short distance to my husband's office.

I respectfully ask you to deny the requested zone change on Block 163 from PR1-AAA to PC-1.

Let me explain why:

There is history that most in the room may not know involving our current Preservation District. The idea for preservation did not begin with protection of beautiful historic homes in a safe neighborhood, but rather with our North Hill neighborhood's empty houses and damaged buildings, people fearing crime encroachment, a child picking up a loaded gun in his yard, a rape of an elderly lady, the illicit drug shop on Lloyd Street trafficked by the entire county. And yes, beautiful historic homes.

My late husband and I are among the founders of the North Hill Preservation District. As founders, our small group decided to attempt a correction of our declining neighborhood. We would protect the beauty of our residences and try to decrease crime. We canvassed the neighbors to ascertain concerns and needs to carefully design and diagram the Preservation District, as shown in this map.

In 1972, after the proposal was successfully defended to the City of Pensacola, our document for the North Hill Preservation District was approved as written, which includes Block 163 -- confirming PC-1 on the Palafox Street side and PR-1AAA on the Baylen Street side of the property.

Also, the document states that the exterior of buildings can no longer be changed unless reverting to their original construction and attributes. Today, we continue to abide by the current rules.

In the early years of the District, several residents requested rezoning of a home or business that could result in encroachment. We held firm to our District lines, and each time a similar planning committee made a recommendation to maintain the zoning, the City Council approved the recommendation. Through these 49 years, the City has continued that support, by providing variances which have allowed us to keep our chosen zones.

P.K. Yonge Elementary School was built in 1921 on Block 163. For many years, a fine education was provided to all who attended. In the late 1970's, I voted with the other members of the School Board of Escambia County to close P. K. Yonge School because of declining enrollment and other issues. Although the building was immediately offered, neither the City of Pensacola nor Escambia County were interested. In the early 1980's since no buyers had appeared, plans were underway to demolish the building.

1985. Enter a gentleman interested in the purchase, a law firm is involved, and the final purchase made by a Boston Firm, the immediate past owner. For 25 years, this building is being rented to the Florida Department of Law Enforcement (FDLE).

Instead of a zoning change to the property, a waiver was granted by the City of Pensacola to allow the required parking for the new use of the building. The Baylen Street side of the property remained PR-1AAA.

On the rezoning application form, submitted by the new owners of 1301 North Palafox (P.K. Yonge), it states that the reason for the requested rezoning is: "To have all property zoned in same district and to have compatible use across the property."

Please note that the current developed property is on the same block with "compatible use across the property."

We request that this rezoning application be denied, and the current zoning PR-1-AAA on the Baylen Street side of the property be retained.

To rezone the property as PC-1 is a short-sighted solution without giving pause to the long-term damage and vulnerability for adverse encroachment that the North Hill Preservation District will be subject to. Who's not to say a gas station or beauty parlor will not appear, when the new owners decide to sell the property along Baylen Street?

We like the zone restrictions, chosen in 1972 to protect ourselves from unpleasant encroachment and to protect the historic value and beauty of our homes. We have enjoyed this protected zoning for the past 49 years with constant support from the City of Pensacola leaders. These are the rules we chose to live by, and we invite all new neighbors to do just that: live by our current rules which **do allow** investment and development **without changing** zones. Zone change has never been necessary and **definitely not now.**

With pride and humility, I bring our petition to you. 172 neighbors say:

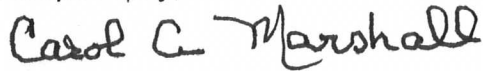
WHEREAS THE ZONING REQUEST TO CHANGE EXISTING PR-1AAA TO PC-1 IS STATED, "TO HAVE ALL PROPERTY ZONED IN SAME DISTRICT AND TO HAVE COMPATIBLE USE ACROSS THE PROPERTY," WE THE UNDERSIGNED DO HEREBY DECLARE OURSELVES IN OPPOSITION TO THE PROPOSED ZONING REQUEST CHANGING LOTS 1 THROUGH 13 AND 28, 29, 30, BLOCK 163, BELMONT TRACT, FROM PR-1AAA TO PC-1, AND, WE ASK THAT THE

**PROPOSAL BE DEFEATED BY THE PLANNING BOARD OF THE CITY OF
PENSACOLA.
THANK YOU.**

We may or may not agree with the new owners' projected plans, but we emphatically agree that whatever they design or sell MUST MATCH PR-1AAA on the Baylen Street side of the property.

Thank you very much for listening to my information and thoughts.

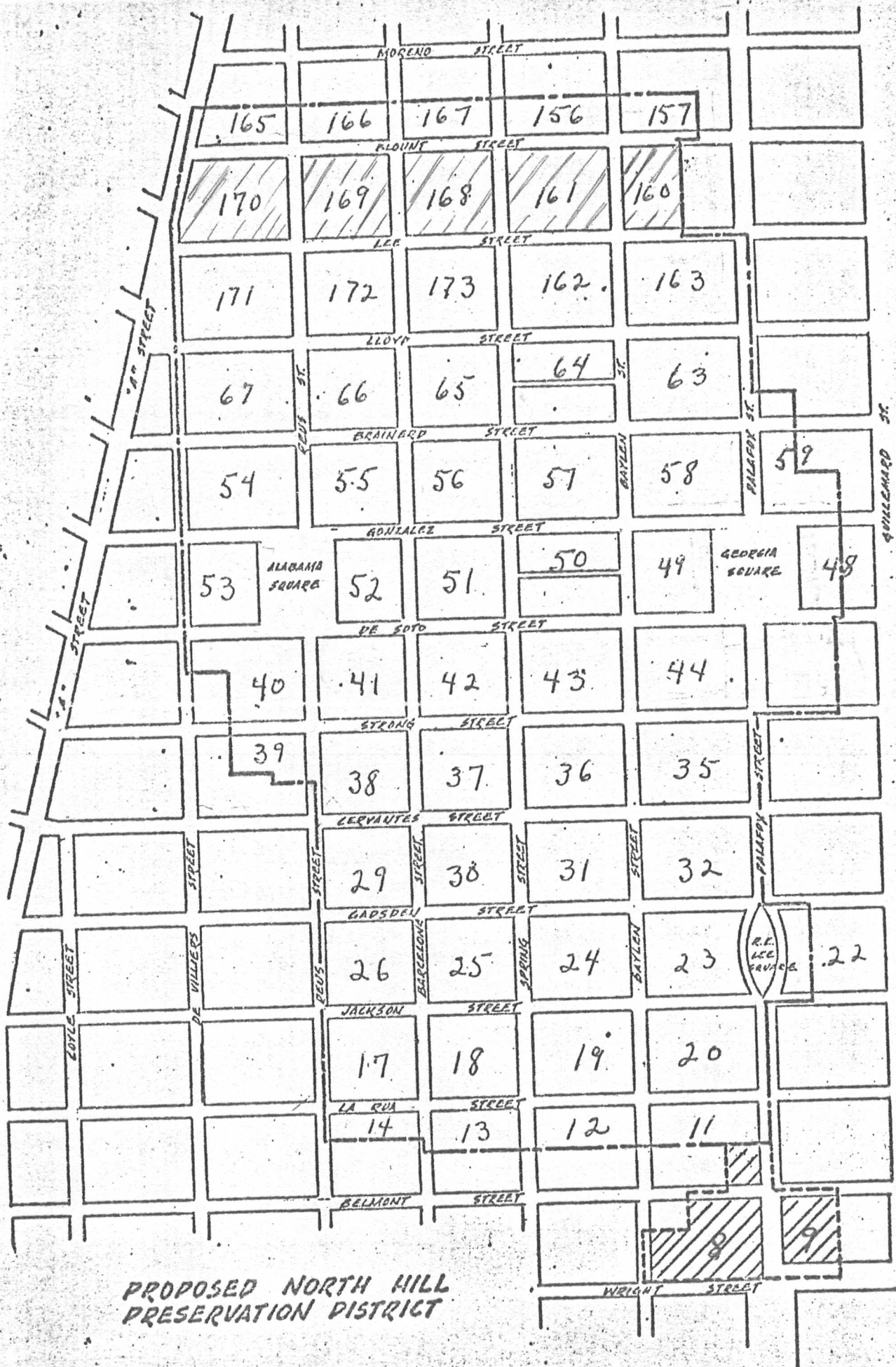
Respectfully,

A handwritten signature in cursive script that reads "Carol C. Marshall".

Carol Ann Marshall

Please include my printed comments and attachments to the minutes of this Planning Board Meeting, June 8, 2021.

Thank you.



PROPOSED NORTH HILL
PRESERVATION DISTRICT



1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Current Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAYLEN ST

PC-1

R-NC

W LLOYD ST

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021



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

L:\GIS\Map_Archives\Planning\Zoning\FLUChanges\1301_N_Palafox\CurrentZoning.mxd

PENSACOLA

FLORIDA'S FIRST & FUTURE



1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Current Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAYLEN ST

PC-1

R-NC

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021

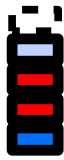


This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only.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

L:\GIS\Map_Archives\Planning\Zoning\ZoningChanges\1301_N_Palafox\CurrentZoningAerial.mxd

PENSACOLA

FLORIDA'S FIRST & FUTURE 307



1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Proposed Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAILEN ST

PC-1

R-NC

W LLOYD ST

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021



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

L:\GIS\Map_Archives\Planning\ZoningFLUChanges\1301_N_Palafox\ProposedZoning.mxd



1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Proposed Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAYLEN ST

PC-1

R-NC

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021



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

L:\GIS\Map_Archives\Planning\Zoning\FLUChanges\1301_N_Palafox\ProposedZoningAerial.mxd

PENSACOLA
FLORIDA'S FIRST & FUTURE



1301 N Palafox St
PR-1AAA
RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
COMMERCIAL
PC-1

Current Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAYLEN ST

PC-1

R-NC

W LLOYD ST

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021



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

L:\GIS\Map_Archives\Planning\Zoning\FLUChanges\1301_N_Palafox\CurrentZoning.mxd

PENSACOLA

FLORIDA'S FIRST & FUTURE



1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Current Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAYLEN ST

PC-1

R-NC

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021

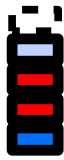


This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only.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

L:\GIS\Map_Archives\Planning\Zoning\FLUChanges\1301_N_Palafox\CurrentZoningAerial.mxd

PENSACOLA

FLORIDA'S FIRST & FUTURE **311**



1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Proposed Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAILEN ST

PC-1

R-NC

W LLOYD ST

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021



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

L:\GIS\Map_Archives\Planning\ZoningFLUChanges\1301_N_Palafox\ProposedZoning.mxd



1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Proposed Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAYLEN ST

PC-1

R-NC

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021



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

L:\GIS\Map_Archives\Planning\Zoning\FLUChanges\1301_N_Palafox\ProposedZoningAerial.mxd

PENSACOLA
FLORIDA'S FIRST & FUTURE

PROPOSED
ORDINANCE NO. 29-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on July 15, 2021, concerning the following proposed zoning classification affecting the property described therein; and

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

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

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

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

ALL OF LOTS 1-13 AND LOTS 28-30, BLOCK 163, CLAPP TRACT, CITY OF PENSACOLA, ESCAMBA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906. CONTAINS 1.5 ACRES MORE OR LESS

is hereby changed from PR-1AAA, North Hill Preservation Single-Family, to PC-1, North Hill Preservation Commercial.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 29-21

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 29-21 - REQUEST FOR ZONING MAP AMENDMENT - 1301 PALAFOX STREET

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 29-21 on first reading:

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

HEARING REQUIRED: Public

SUMMARY:

The City has received a request from 1301 N. Palafox Street, LLC to amend the City's Zoning Map for the property located at 1301 N. Palafox Street. The property is currently split zoned between PC-1, North Hill Preservation Commercial Zoning District, and PR1-AAA, North Hill Preservation Single-Family Zoning District. The applicant is proposing to amend the zoning map to include the property, in its entirety, in the PC-1, North Hill Preservation Commercial District.

On June 8, 2021, the Planning Board made a motion to deny with a recommendation to Council that they consider a transitional zone for this particular case. Implementation of this recommendation would require a future amendment to the City's Land Development Code. The motion to deny carried 5-2 with board members Wiggins and Larson dissenting.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

6/22/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Sherry H. Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 29-21
- 2) Planning Board Rezoning Application
- 3) Community Comments
- 4) Planning Board Minutes June 8, 2021 DRAFT
- 5) Zoning Map June 2021

PRESENTATION: No

PROPOSED
ORDINANCE NO. 29-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on July 15, 2021, concerning the following proposed zoning classification affecting the property described therein; and

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

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

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

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

ALL OF LOTS 1-13 AND LOTS 28-30, BLOCK 163, CLAPP TRACT, CITY OF PENSACOLA, ESCAMBA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906. CONTAINS 1.5 ACRES MORE OR LESS

is hereby changed from PR-1AAA, North Hill Preservation Single-Family, to PC-1, North Hill Preservation Commercial.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



April 28, 2021

Cynthia Cannon, Assistant Director
City of Pensacola, Planning Services
222 W. Main Street
Pensacola, FL 32502

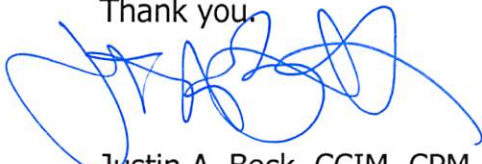
RE: Rezoning Application
1301 N Palafox Street

Cynthia,

We are submitting the attached rezoning application and attachments for the next Planning Board meeting scheduled on June 8. The purchaser, 1301 N Palafox Street LLC, is in the process of purchasing the property and the closing is scheduled for Friday, May 7.

Please review and email us a date and time to submit the original application.

Thank you.



Justin A. Beck, CCIM, CPM
CEO – Beck Partners

REZONING

Please check application type:



Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment



(< 10 acres)

\$3,500.00

\$250.00

\$750.00



(≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00



Applicant Information:

Name: 1301 N. Palafox Street, LLC Date: 4/27/2021

Address: 125 W. Romana Street, Suite 800, Pensacola, FL 32502

Phone: 850-477-7044 Fax: 850-479-8736 Email: jbeck@teambeck.com

Property Information:

Owner Name: 1301 N. Palafox Street, LLC Phone: 850-477-7044

Location/Address: 1301 N Palafox Street, Pensacola, FL 32501

APO Parcel ID: 0 0 - 0 S - 0 0 - 9 0 1 0 - 0 0 1 - 1 6 3 Acres/Square Feet: 2.7769

Zoning Classification: Existing PC-1(North Hill Preservation Commercial) Proposed PC-1
APO PRI-AAA

Future Land Use Classification: Existing PC-1 Proposed PC-1

Reason Rezoning Requested: To have all property zoned in same district and to have compatible use across the property.

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

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 27 day of April, 2021.

Applicant Signature

1301 N Palafox Street, LLC

Applicant Name (Print) Justin A. Beck, Manager

Owner Signature

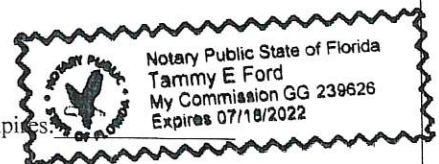
1301 N. Palafox Street, LLC

Owner Name (Print) Justin A. Beck

Sworn to and subscribed to before me this 27 day of April, 2021

Name: Tammy E Ford

Commission Expires: 07/18/2022



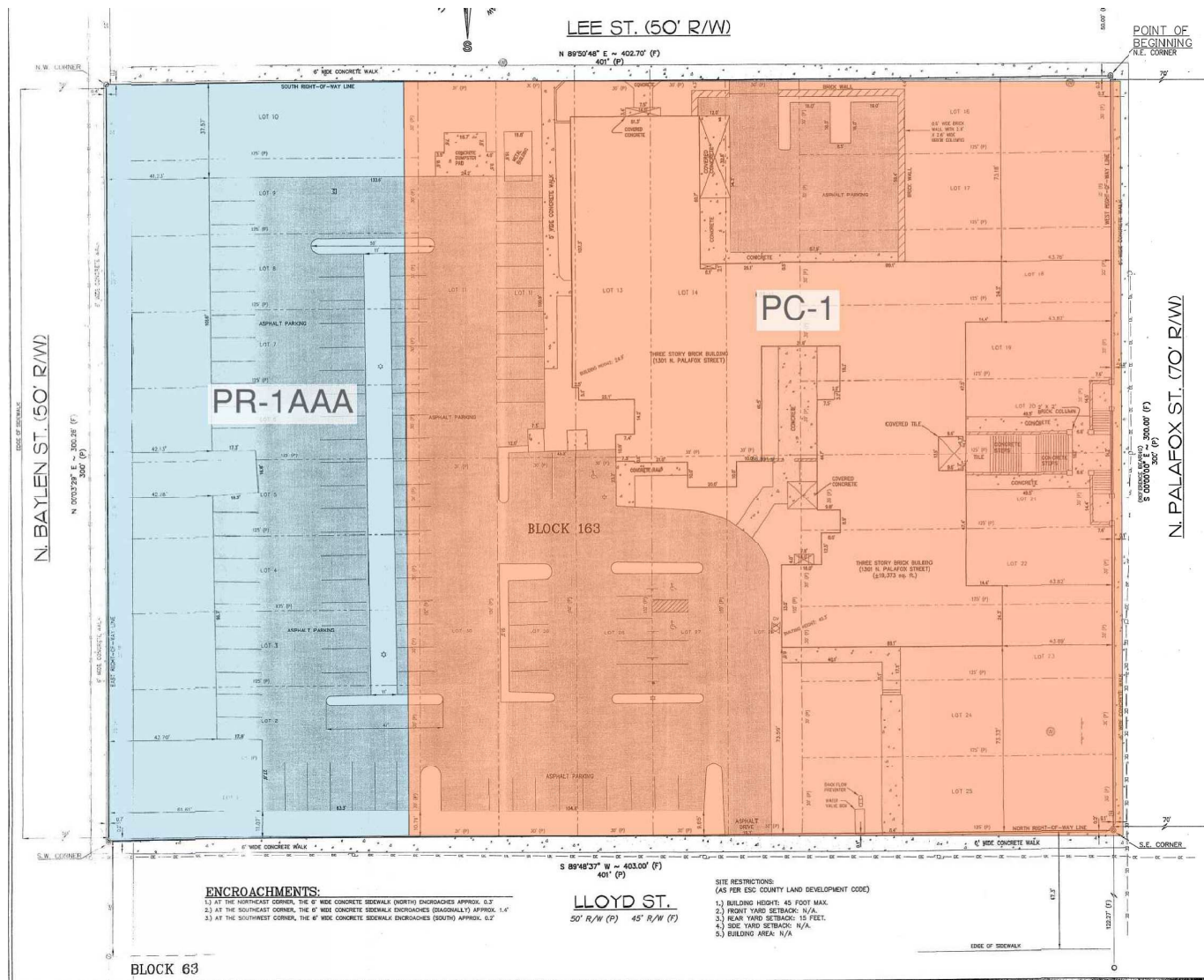
FOR OFFICE USE ONLY

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

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

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

Second Reading: _____ Ordinance Number: _____



Rezoning of "Lots 1 to 12, 29, and 30 of Block 63 of Belmont Tract".

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

LOTS 1-13 AND LOTS 28-30, BLOCK 163, CLAPP TRACT, CITY OF PENSACOLA,
ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY, COPYRIGHTED
BY THOMAS C. WATSON IN 1906. CONTAINS 1.5 ACRES MORE OR LESS.

E. Wayne Parker 5/5/21

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174
STATE OF FLORIDA

NOT VALID WITHOUT
ORIGINAL RAISED SEAL
OF FLORIDA REGISTERED
LAND SURVEYOR

PAGE 1 OF 2



MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

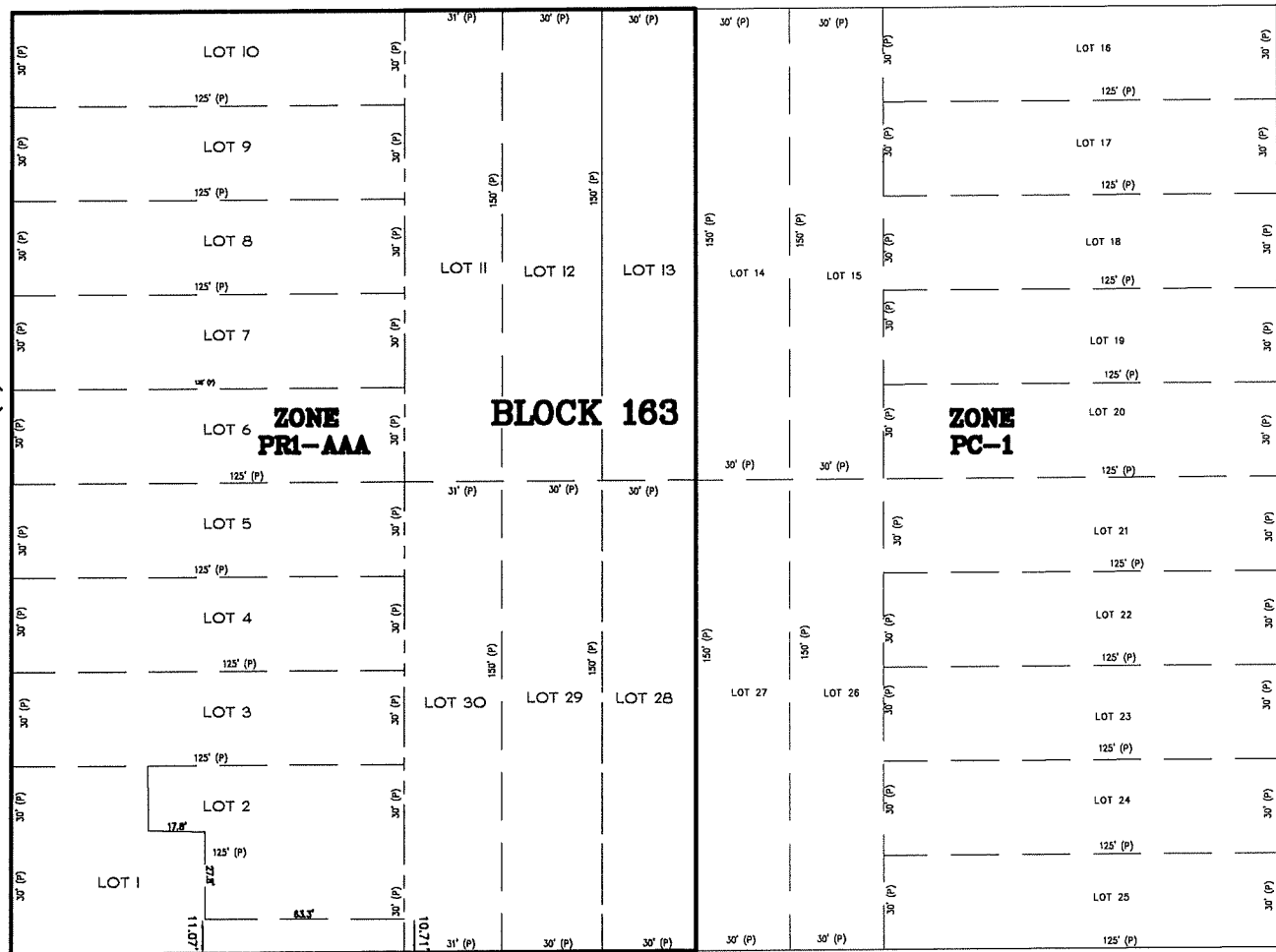
Phone: (850) 478-4923
Fax: (850) 478-4924

**A PORTION OF BLOCK 163, CLAPP TRACT,
CITY OF PENSACOLA
LEGAL DESCRIPTION**

05/05/21

LEE ST. (50' R/W)
N 89°50'48" E ~ 402.70' (F)
401' (P)

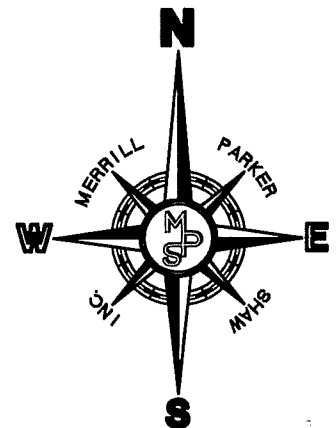
N. BAYLEN ST. (50' R/W)
N 00°03'29" E ~ 300.26' (F)
300' (P)



S 89°48'37" W ~ 403.00' (F)
401' (P)

LLOYD ST.
50' R/W (P) 45' R/W (F)

S 00°00'00" E ~ 300.00' (F)
300' (P)
N. PALAFOX ST. (70' R/W)



PAGE 2 OF 2
SCALE 1"=100'



MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

Phone: (850) 478-4923
Fax: (850) 478-4924

A PORTION OF BLOCK 163, CLAPP TRACT,
CITY OF PENSACOLA
DESCRIPTION SKETCH

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of the 22 day of February, 2021 (the "Effective Date"), by and between STAG Industrial Holdings, LLC, a Delaware limited liability company, as successor-by-merger to STAG III Pensacola, LLC, a Delaware limited liability company ("Seller") and Bayfront Capital Partners, LLC, a Florida limited liability company ("Buyer").

RECITALS

Seller is the fee owner of that certain Property (as defined below) improved with an office ("Building") situated on approximately 2.78 acres of land ("Land") located at 1301 North Palafox Street, Pensacola, Florida, all as more particularly described in Exhibit A attached hereto and incorporated herein.

Buyer desires to acquire the Property and Seller is willing to sell the Property, on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the incorporation of the above recitals and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. The following terms used herein shall have the following meanings:

1.1 Broker: Beck Partners CRE, LLC.

1.2 Business Day: Any day on which national banks are open for business in the City of Boston, Massachusetts.

1.3 Intentionally Omitted.

1.4 Closing: The conveyance, transfer and assignment of the Property by Seller to Buyer, in accordance with the provisions set forth in this Agreement.

1.5 Closing Date: The Closing shall occur on the date that is thirty (30) days following the conclusion of the Study Period or if applicable, the first Business Day thereafter, unless otherwise agreed upon in writing by Seller and Buyer. It is understood and agreed that all documents required to be delivered under Sections 6.3 and 6.6, and the wire transfer of Buyer's and/or Buyer's lender's funds shall be delivered into escrow by 3:00 PM (EST) on the Closing Date.

1.6 Deed: The recordable Special Warranty Deed conveying to Buyer fee simple title to the Building and Land, subject only to the Permitted Exceptions.

1.7 Earnest Money: The amount \$~~100,000.00~~, as provided in Section 2.2.

1.8 Earnest Money Escrow Agreement: The strict joint order escrow trust instructions among Escrow Agent, Buyer and Seller governing the deposit and disbursement of the Earnest Money attached hereto and incorporated herein as Schedule 1.

1.9 Escrow Agent: The Title Insurer who shall hold the Earnest Money and act as escrow agent pursuant to the terms of Earnest Money Escrow Agreement.

1.10 Estoppel Certificate. Seller shall use commercially reasonable efforts to obtain Tenant's execution of an Estoppel Certificate on such form as that is permitted under the Lease, at least five (5) days prior to the Closing Date. Buyer shall provide Seller with the form of estoppel certificate no later than five (5) days following the Effective Date. In no event shall Seller's inability to obtain an executed Estoppel Certificate constitute default by Seller hereunder, provided that delivery of an Estoppel Certificate from Tenant shall be a condition to Buyer's obligation to purchase the Property as provided in Section 6.7(a)(5) below.

1.11 Improvements: The Building and all other structures or improvements located on the Land.

1.12 Intangible Property: All intangible property held by Seller in connection with the Property, including all transferable zoning rights and rights under any licenses, operating permits or sign permits in effect with respect thereto.

1.13 Knowledge of Buyer: The terms "Knowledge of Buyer", to Buyer's Knowledge and similar phrases mean any fact or circumstance which is within the actual knowledge of Justin A. Beck or James Stacy Taylor and in no event shall any such term extend to the knowledge of any other employee, member, manager or agent of Buyer.

1.14 Knowledge of Seller: The terms "Knowledge of Seller", to Seller's knowledge and similar phrases mean any fact or circumstance which is within the actual knowledge of David G. King, Vice President of Seller and Director of Real Estate Operations or readily available to him upon reasonable inquiry and in no event shall any such term extend to the knowledge of any other employee, member, manager or agent of Seller.

1.15 Land: The real estate described in Exhibit A attached hereto underlying the Building, including all right, title and interest in and to any land lying in the bed of any existing or proposed highway, street, road, avenue, or alley abutting or adjoining the real property, any air rights related thereto, the rights and easements appurtenant to the ownership of such real property, all right, title and interest of the Seller in and to any strips or gores of land adjoining said real property, and all other rights appurtenant to such real estate.

1.16 Lease: The Lease between Seller and Tenant dated December 14, 2018, pursuant to which Tenant has the right to occupy the Improvements.

1.17 Permitted Exceptions: As defined in Section 3.

1.18 Property: Collectively, the Land, Improvements, and Intangible Property.

1.19 Purchase Price: [REDACTED] and 00/100 Dollars ([REDACTED]) subject to adjustments as set forth herein, to be paid by Buyer at Closing by wire transfer of immediately available federal funds.

1.20 Study Period. A period commencing on the Effective Date and continuing for forty-five (45) days (or if applicable, the first business day thereafter).

1.21 Subordination, Non-Disturbance and Attornment Agreement ("SNDA"). Seller shall use commercially reasonable efforts to obtain Tenant's execution of a SNDA on such form as that is permitted under the Lease, at least five (5) days prior to the Closing Date. Buyer shall provide Seller with the form of SNDA at least five (5) days prior to the expiration of the Study Period. In no event shall Seller's inability to obtain an executed SNDA be deemed a default by Seller hereunder, provided that delivery of a SNDA from Tenant shall be a condition to Buyer's obligation to purchase the Property as provided in Section 6.7(a)(5) below.

1.22 Surviving Obligations: Those obligations of Buyer or Seller specifically described or referred to herein as a Surviving Obligation or Surviving Obligations, as applicable, which shall survive Closing or termination of this Agreement.

1.23 Tenant. State of Florida Department of Law Enforcement in its capacity as tenant under the Lease.

1.24 Title Insurer: The Boston office of First American Title Insurance Company, 800 Boylston Street, Suite 2820, Boston, MA 02199, Attention: Anthony J. Bucchere, Esquire.

2. TERMS OF PURCHASE.

2.1 Purchase and Sale. Buyer shall purchase the Property from Seller and Seller shall sell the Property to Buyer for the Purchase Price and on the terms and subject to the conditions hereinafter set forth.

2.2 Earnest Money.

(a) Within three (3) Business Days of the Effective Date, Buyer shall deposit the Earnest Money with Escrow Agent which shall be held pursuant to the Earnest Money Escrow Agreement. The fees of the Escrow shall be shared equally by the parties. The Earnest Money shall be applied in payment of the Purchase Price at Closing, or, as provided in Section 12.2, disbursed to Seller in the event of a Buyer default as Seller's sole and exclusive remedy. All interest earned on the Deposit shall follow the Deposit.

(b) The terms of the Earnest Money Escrow Agreement shall be consistent with the provisions of this Agreement, but if there shall be any conflict, the terms of this Agreement shall control. The Earnest Money shall be invested (at Buyer's expense) and the interest earned thereon shall be disbursed to Buyer.

2.3 Payment of Purchase Price. On the Closing Date, the Earnest Money shall be paid to the Seller as a part of the Purchase Price and Buyer shall pay the balance of the Purchase Price, as adjusted for prorations and other matters provided for herein, by wire transfer of funds to Escrow Agent.

3. TITLE COMMITMENT AND SURVEY.

3.1 Title. Within one (1) Business Day following confirmation of receipt of the Earnest Money by the Escrow Agent, Seller shall deliver to Buyer a copy of Seller's Owner's Title Insurance Policy No. O-2125-746839, dated November 14, 2007 (the "Existing Policy").

Within ten (10) days of the Effective Date, Seller shall obtain a commitment, together with copies of all available recorded instruments noted therein (the "Title Commitment") from Title Insurer for an ALTA Form 2006 Owner's Title Insurance Policy (the "Policy") covering title to the Property. At Closing, the Policy will be issued based on the Title Commitment subject only to (i) real estate taxes not yet due and payable; (ii) all matters reflected as exceptions in the Existing Policy other than any indebtedness of Seller secured by the Property; (iii) any other agreements, restrictions, reservations or easements of record; (iv) rights of tenants in possession under the Lease; and (v) such other matters approved or deemed approved by Buyer (collectively, the "Permitted Exceptions"). Any title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, caused or permitted by Seller, shall be removed by the payment of money at Closing.

3.2 Survey. Within one (1) Business Day following confirmation of receipt of the Earnest Money by the Escrow Agent, Seller shall deliver to Buyer a copy of the ALTA/ACSM Land Title Survey, prepared by Merrill Parker Shaw, Inc. and dated November 14, 2007 (the "Existing Survey"). Buyer may obtain at its expense any update or re-certification of the Existing Survey or a new survey as it may desire (the "Survey").

3.3 Exceptions. Buyer shall notify Seller in writing no later than ten (10) days prior to the expiration of the Study Period, of any matter shown on the Title Commitment (other than the Permitted Exceptions detailed in Section 3.1 above) or Survey which is not acceptable to Buyer (each a "Title Defect") (such notice referred to herein as "Buyer's Title Defect Notice"). Within five (5) Business Days of Seller's receipt of Buyer's Title Defect Notice, Seller shall respond to Buyer in writing indicating what, if any action, Seller shall take with respect to any Title Defect ("Seller's Title Defect Response"), and to the extent Seller has elected to cure any Title Defect, Seller shall have until the Closing Date to have such matters removed from the Title Commitment or to correct such Title Defects and cause the Title Commitment to be revised and reissued without such items or to have the Title Insurer commit to insure against loss or damage that may be occasioned by such matters or Title Defects. Within two (2) Business Days of Buyer's receipt of Seller's Title Defect Response, Buyer shall notify Seller whether the corrective action for any Title Defect as described in Seller's Title Defect Response is not satisfactory. If Buyer objects to Seller's proposed corrective action, then Buyer shall so state in its notification to Seller, and Buyer shall elect to either (i) terminate this Agreement (and the Earnest Money shall be returned to Buyer), or (ii) accept Seller's proposed corrective action and waive all rights to further object to such Title Defects subject to Seller completing the stated corrective action, and all other Title Defects as set forth in Buyer's Title Defect Notice shall be deemed Permitted Exceptions. To the extent Seller has elected to address any Title Defects, in the event Seller fails to have such matters removed or corrected, or in the alternative, to obtain the revised Title Commitment specified above within the specified time, then Buyer may, upon notice to Seller either (i) terminate this Agreement (and the Earnest Money shall be returned to Buyer) or (ii) accept title (and/or any matters shown on the Survey) as it then is with the right to deduct from the Purchase Price liens or encumbrances reflected on the Title Commitment of a definite or ascertainable amount caused or permitted by Seller.

4. DUE DILIGENCE.

4.1 Delivery of Documents. Within one (1) Business Day following confirmation of receipt of the Earnest Money by the Escrow Agent, Seller shall deliver to Buyer for its review, copies of the following documents (collectively, with the Existing Policy, Title Commitment, and Existing Survey, the “Documents”) which are in Seller’s possession:

- (a) Copies of all leases, together with any amendments thereto;
- (b) Copies of the most recently issued bills for all real property taxes;
- (c) Any plans, drawings, and specifications of the buildings and improvements; any permits and approvals; any service contracts; any warranties relating to the improvements; and copies of Certificates of Occupancy;
- (d) Copies of 2019 and year-to-date financial statements for the Property.

In addition, Seller shall deliver promptly to Buyer for Buyer’s review, any materials relating to, updating or modifying any of the Documents that are within Seller’s possession at any time prior to Closing.

4.2. Study Period. During the Study Period, Buyer and its agents, employees or contractors shall have the right, at Buyer’s sole cost, to review the Documents, to inspect the Property and to conduct such tests and analyses of the physical, structural, financial, and environmental conditions of the Property and the feasibility of the acquisition and operation of the Property and to obtain such commitments or agreements relating to any acquisition financing as Buyer deems appropriate in accordance with the provisions hereof. Seller shall reasonably cooperate with Buyer as necessary in these endeavors. Buyer shall coordinate its inspections and entry on the Property with Broker and Seller so that Broker and/or another representative of Seller may be present at such times and where feasible, provide Seller and Broker at least 24 hours oral notice of Buyer’s plans. Buyer shall not conduct any invasive testing on any portion of the Property or any Building without first obtaining the Seller’s consent, which Seller may withhold in its sole and absolute discretion. In the event that Buyer’s Phase I environmental report recommends that Buyer obtain additional environmental reports or otherwise recommends any additional environmental testing, then Buyer shall notify Seller of the recommendation and provide Seller with a copy of the Phase I environmental report and/or the applicable recommendation within two (2) Business Days of receipt of same. The scope of the work performed in connection with such additional environmental testing shall be subject to Seller’s review and written approval. Buyer shall indemnify and hold Seller harmless from and against any damages, claims or losses (including reasonable attorneys’ fees) for injury to person or damage to property to the extent arising from Buyer’s (or its agents or contractors) entry onto the Property, and shall repair any damage to any property to substantially its prior condition caused by Buyer’s tests or entry on the Property, which indemnification and repair obligations shall be Surviving Obligations. Prior to any third party entering onto any portion of the Property in conjunction with Buyer inspections during the Study Period, such person or entity shall deliver to Seller a certificate of insurance evidencing commercial general liability coverage in an amount not less than \$1.0 million.

4.3 Termination Election. Buyer shall have the option, exercisable in its sole discretion, to terminate this Agreement for any reason or no reason whatsoever, by written notice to Seller (the "Study Period Termination Notice") on or before the expiration of the Study Period. In such event, neither party shall have any further liability hereunder except as to any Surviving Obligations. Prior to Seller joining in the direction to Escrow Agent to disburse the Earnest Money to Buyer, Buyer shall have (i) returned to Seller or agreed to destroy all copies of the Documents; and (ii) provided evidence to Seller that all amounts payable to any consultant or engineer who provided services relating to the Property during the Study Period have been paid in full. Following the Buyer's delivery of the Study Period Termination Notice to Seller and Escrow Agent, Seller's receipt of Buyer's confirmation that Buyer returned to Seller or agreed to destroy all copies of the Seller's Documents and Buyer's receipt of its refunded Earnest Money, neither party shall have any further liability hereunder except as to any Surviving Obligations.

4.4 No Exercise of Termination Election. If Buyer does not deliver the Study Period Termination Notice to Seller on or before the expiration of the Study Period, Buyer shall have waived its rights to so terminate this Agreement. Following the expiration of the Study Period, the Earnest Money shall be non-refundable to Buyer except in the event of Seller's default or as otherwise specifically provided herein.

5. CONDEMNATION/CASUALTY

5.1 Taking. If prior to the Closing Date, a significant portion of the Land is taken by eminent domain or is under notice of an eminent domain proceeding such that the Property would not be usable for its current use (a "Taking"), Seller shall immediately notify Buyer in writing. If a Taking is reasonably estimated by Seller to require expenditure of more than One Hundred Fifty Thousand Dollars (\$150,000.00) to restore the Property or reconfigure portions of the Land or is of such character as would entitle the Tenant to terminate its Lease on account of such Taking, Buyer may elect either to terminate this Agreement or to proceed to Closing by written notice to Seller within five (5) days following receipt of Seller's notice. If Buyer elects to terminate this Agreement, the Earnest Money shall be returned to Buyer. If Buyer elects to proceed to Closing, then at Closing Seller shall assign to Buyer all Seller's rights to any proceeds or award for such taking. Seller agrees not to negotiate, compromise or agree to any settlement of any award or damages arising out any condemnation of the Property without Buyer's consent, which consent shall not be unreasonably withheld or delayed.

5.2 Casualty. If prior to the Closing Date, any portion of the Building is damaged by fire or other casualty (the "Damage"), and if the cost of required repair or replacement related to the Damage is One Hundred Fifty Thousand Dollars (\$150,000.00) or more, Buyer, may elect by written notice to Seller within ten (10) days, after learning of the extent of such Damage, (i) terminate this Agreement (and the Earnest Money will be returned to Buyer; or (ii) accept the Property in its then damaged condition and accept an assignment of Seller's rights to receive insurance proceeds on account of such damage not to exceed the amount of the Purchase Price, less any costs that Seller may have incurred prior to Closing to repair the Property.

6. CLOSING.

6.1 Time of Closing. The Closing shall occur at the offices of the Title Insurer, on the Closing Date. It is understood and agreed that the Closing shall be transacted via customary escrow provisions and that the physical presence of the parties is not required at Closing; and that all documents required to be delivered under Section 6.3 and Section 6.6, and the wire transfer of Buyer's and/or Buyer's lender's funds shall be delivered into escrow by 3:00 PM Eastern Daylight Saving Time on the Closing Date.

6.2 Possession. Seller shall deliver to Buyer possession of the Property at the time of Closing subject only to whatever rights of possession Tenant may then have.

6.3 Seller Deliveries. On the Closing Date, Seller shall execute and deliver the following documents to the Title Insurer for the benefit of Buyer:

- (a) The Deed;
- (b) The Executed Lease, An Assignment and Assumption of Lease Agreement;
- (c) Notice advising Tenant of the sale of the Property and Assignment of the Lease;
- (d) General assignment of all right, title and interest of Seller in and to the Intangible Property;
- (e) Quitclaim Bill of Sale with respect to any personal property, fixtures or equipment owned by Seller located on the Property, other than belonging to Tenant;
- (f) A Certificate under Section 1445 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder, confirming the Transferor's non-foreign status;
- (g) Signature Page to the agreed upon form of Settlement Statement;
- (h) Transfer tax declarations, if any; and
- (i) Such other documents, affidavits, instruments, certifications and confirmations which Seller is required to deliver to Buyer pursuant to this Agreement or as may be otherwise required by the Title Insurer in order to consummate this transaction including the customary form of Owner's Title Insurance Affidavit and Gap Indemnity.

6.4 Manner of Closing. On the Closing Date, the transaction shall be closed by means of a so-called New York Style Closing, with the concurrent delivery of the documents listed in Sections 6.3 and 6.6 and the payment of the Purchase Price. Seller and Buyer agree that disbursement of the Purchase Price, as adjusted by the prorations, shall not be conditioned upon the recording of the Deed.

6.5 Closing Costs. Seller shall pay the following costs: (a) documentary stamps or transfer taxes payable on recording of the deed; (b) the cost of a "base" owner's title insurance

policy; and (c) one-half of the examination fee and closing fees charged by the Escrow Agent. (d) all recording fees due upon the recording of any instruments as required to cause the discharge of any liens filed against the Land; and (e) the Broker's Commission. Buyer shall pay the following costs: (w) one-half of the examination fee and closing fees charged by the Escrow Agent; (x) the cost of all recording fees including the Deed; (y) the cost of any survey that Buyer may obtain as a part of its due diligence; and (z) the cost of extended coverage or requested endorsements to the owner's title insurance policy and any mortgagee's policies of title insurance. Each party shall assume, bear and pay its own attorney's fees.

6.6 Buyer Deliveries. On the Closing Date, Buyer shall execute and deliver the following documents to the Title Insurer for the benefit of Seller:

- (a) Signature Page to the agreed upon form of Settlement Statement;
- (b) Counterpart signature page to the Assignment and Assumption of Lease Agreement;
- (c) Transfer tax declarations, if any;
- (d) Such other documents, instruments, certifications and confirmations which Buyer is specifically required to deliver to Seller pursuant to this Agreement or as may be otherwise reasonably required by Title Insurer in order to consummate this transaction.

6.7 Conditions to Closing.

(a) The Closing Conditions described in subsections (1) through (5) shall be conditions to Buyer's obligations to consummate the acquisition of the Property.

(1) There shall be no matters other than the Permitted Exceptions disclosed by any update to the Title Commitment as of the Closing Date which are not cured by Seller;

(2) Seller shall have delivered all of the items referred to in Section 6.3;

(3) Seller's representations and warranties shall be true and correct in all material respects on the Closing Date;

(4) Seller shall not be the subject of any bankruptcy or other insolvency proceeding or action; and

(5) Buyer shall have received an Estoppel Certificate and SNDA executed by the Tenant in form reasonably acceptable to Buyer or as otherwise provided herein; and

(b) The Closing Conditions described in subsection (1) through (3) shall be conditions to Seller's obligations to consummate the sale of the Property;

(1) Buyer shall have delivered all of the items referred to in Section 6.6;

(2) Buyer's representations and warranties shall be true and correct in all material respects on the Closing Date; and

(3) Buyer shall not be the subject of any bankruptcy or other reorganization or insolvency proceeding.

(c) In the event of a termination under this Section, this Agreement shall become void and of no further force and effect, except for any Surviving Obligations and the Earnest Money shall be returned to Buyer.

7. PRORATIONS AND ADJUSTMENTS.

7.1 Real Estate Taxes. The adjustment for current real estate taxes shall be based upon the number days in the calendar year in which the Closing occurs, namely, on a per diem basis, and based upon the actual amount of real estate taxes, if known at the time of Closing. If the real estate taxes are undetermined for the year of closing, the proration shall be based upon the most recent available tax rate and valuation, giving effect to applicable exemption, recently voted millage, etc., whether or not certified. The proration of real estate taxes at Closing as set forth herein shall be final with no further adjustments after the actual closing. Real estate taxes and assessments are subject to retroactive change by government authority. The real estate taxes for the property for the current year may change as a result of the transfer or as a result of a change in the tax rate.

7.1.1 Method of Tax Proration. The Buyer will assume, and agrees to pay and indemnify Seller against any liability for any and all Taxes that are due and payable from and after the Closing Date, regardless of when or for what period of time any such Taxes may have accrued. At the Closing, however, the Buyer will be entitled to a credit from the Seller for a portion of the Taxes that are due and payable in the year of Closing (the "Closing Year"), based upon the number of days in the Closing Year that the Seller owned the Property, so that the Taxes that are due and payable in the Closing Year will be prorated on a "cash basis", except in the event Seller has paid any portion of the Taxes due and payable from and after the Closing Date. In such event, Seller shall then receive a credit from Buyer for a portion of the Taxes paid by the Seller in the year of Closing.

7.2 Rent. Rent for the month of Closing shall be prorated as of the date of the Closing Date. If there is any rent owed for any period prior to the month of Closing, Buyer shall make commercially reasonable efforts to collect such amounts for the benefit of Seller, and upon receipt shall deliver such funds to Seller, provided that amounts received by Buyer in payment of rent may be first applied to current obligations, and provided further that Buyer shall not be obligated to expend any amounts in such collection efforts nor be obligated to declare a default under the Lease or sue the Tenant to collect such delinquent amounts.

7.3 Utilities. Seller shall arrange for final readings of the meters or other consumption measuring devices for the gas, electric and water/sewer accounts two (2) Business

Day prior to the Closing Date. Seller shall be responsible for payment of all utility charges incurred through the day preceding the Closing Date, which shall be a Surviving Obligation. It shall be Buyer's responsibility to establish new accounts in its name as of the Closing Date.

7.4 General. All prorations shall be affected by an adjustment to the Purchase Price payable at Closing. The parties agree to correct promptly any computational errors with respect to any proration items or closing adjustments, discovered within three (3) months following Closing, which obligation shall be a Surviving Obligation. All prorations shall be final.

8. SELLER'S REPRESENTATIONS. To induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller makes the following representations and warranties as of the Effective Date:

8.1 Existence. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation. Seller has the necessary limited liability company power and authority to execute, deliver and perform its obligations under this Agreement and document or instrument delivered in accordance herewith and to consummate the transactions contemplated hereby and thereby. Seller has all necessary limited liability company power and authority required to own and operate the Property as currently conducted.

8.2 Authority/Enforceability. The persons executing any instruments on behalf of Seller are fully authorized and have the power to so act. The Agreement is valid and enforceable against Seller in accordance with its terms and each instrument to be executed by Seller pursuant hereto or in connection therewith will, when executed, be valid and enforceable against Seller in accordance with its terms, subject to general principles of bankruptcy and equity.

8.3 No Violation. The execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby will not (a) violate any judgment, order or decree of any court applicable to Seller; or (b) constitute a default pursuant to any material agreement to which Seller is a party or is bound or (c) violate any of its organizational documents.

8.4 Consent. No material consents are required on behalf of Seller from any party necessary to the execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby.

8.5 Litigation. There is no suit or proceeding pending or, to the Knowledge of Seller, threatened in writing, in any court or other governmental instrumentality, which would affect Seller's ability to transfer title to the Property.

8.6 No Options. Seller has not entered into any sale or other contract which is in effect with respect to the transfer of all or any portion of the Property. Seller has not granted an option, right of first refusal or other rights to acquire all or any portion of the Property to any other person. Other than Tenant under the Lease, to the Knowledge of Seller, there are no persons in occupancy of, or have any rights to occupy, any portion of the Property.

8.7 Condemnation. Seller has received no written notice and has no Knowledge of any pending or threatened condemnation proceedings or other proceeding in the nature of eminent domain with respect to the Property.

8.8 OFAC. Neither Seller nor, to Seller's Knowledge, any direct or indirect owner of Seller is (a) identified on the OFAC List (as hereinafter defined) or (b) a person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, rule, regulation or Executive Order of the President of the United States. The term "OFAC List" shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any law, rule, regulation or Executive Order of the President of the United States, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

8.9 Third Party Contracts. Seller has not entered into any agreements relating to the Property that are or will be binding on Buyer or the Property following the Closing Date.

8.10 Survival. Notwithstanding anything to the contrary contained elsewhere herein, the representation and warranties of Seller set forth in this Section 8 shall not survive Closing.

9. AS IS/RELEASE.

9.1 As-Is Condition. Subject to Seller's representations and warranties expressly set forth herein and acknowledging Buyer's opportunity to inspect the Property, Buyer agrees to purchase the Property "AS IS", "WHERE IS", with all faults and conditions thereon. Any written or oral information, reports, statements, documents or records concerning the Property, whether set forth in the Documents or otherwise ("Disclosures") prepared by parties other than Seller its agents or employees shall not be representations or warranties, unless specifically set forth in Sections 8.1 through 8.9. In purchasing the Property or taking other action hereunder, Buyer has not and shall not rely on any such Disclosures, but rather, Buyer shall rely only on Buyer's own inspection of the Property. Buyer acknowledges that the Purchase Price reflects and takes into account that the Property is being sold "as is."

9.2 No Additional Representations. Buyer acknowledges and agrees that except as expressly set forth in this Agreement, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property.

9.3 Buyer's Release of Seller. Buyer represents to Seller that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property as Buyer deems necessary or desirable to satisfy itself as to any matter relating to the Property, and will rely upon same and not upon any information provided by or on behalf of Seller, Seller's agents, employees or third parties representing or purporting to represent Seller with respect thereto except such

representations as are specifically set forth herein. Upon Closing, Buyer shall assume the risk that adverse matters regarding the Property may not have been revealed by Buyer's investigations, and Buyer shall be deemed to waive and release Seller and Seller's affiliates from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, by reason of or arising out of the Property. Buyer acknowledges that the foregoing release includes claims of which Buyer is presently unaware and may be unanticipated and unsuspected.

9.4 Survival. The provisions of this Section 9 shall survive the Closing. Buyer and Seller acknowledge and agree that the foregoing disclaimers, indemnifications and other agreements set forth herein are an integral part of this Agreement and the decision of each of Buyer and Seller to enter into this Agreement with regard to the sale and acquisition of the Property to Buyer for the Purchase Price.

10. BUYER'S REPRESENTATIONS. Buyer hereby represents and warrants for the benefit of Seller the following which, subject to the provisions of Section 12.3, shall be deemed remade on the Closing Date:

10.1 Existence. Buyer is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation. Buyer has the necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement and document or instrument delivered in accordance herewith and to consummate the transactions contemplated hereby and thereby. Buyer has all necessary corporate power and authority required to own and operate the Property as currently conducted.

10.2 Authority/Enforceability. The person executing any instruments for or on behalf of the Buyer is fully authorized to act on behalf of Buyer and that the Agreement is valid and enforceable against Buyer in accordance with its terms and each instrument to be executed by Buyer pursuant hereto or in connection therewith will, when executed, be valid and enforceable against Buyer in accordance with its terms.

10.3 No Violation. The execution, delivery, and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby will not (a) violate any judgment, order or decree of any court applicable to Buyer; or (b) constitute a default pursuant to any commitment, contract or agreement to which Buyer is a party or is bound; or (c) violate any of its organizational documents.

10.4 Consent. Buyer has obtained all consents necessary to the execution, delivery and performance of this Agreement by Buyer and consummation of the transactions contemplated herein.

10.5 Litigation. There is no suit or proceeding pending or, to the Knowledge of Buyer, threatened in writing, in any court or other governmental instrumentality, which would affect Buyer's ability to acquire the Property.

10.6 OFAC. Neither Buyer nor, to Buyer's Knowledge, any direct or indirect owner of Buyer is (a) identified on the OFAC List (as hereinafter defined) or (b) a person with whom a

citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, rule, regulation or Executive Order of the President of the United States. The term “OFAC List” shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any law, rule, regulation or Executive Order of the President of the United States, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

10.7 Survival. Notwithstanding anything to the contrary contained elsewhere herein, the representation and warranties of Buyer set forth in this Section 10 shall not survive Closing.

11. ADDITIONAL CLOSING COVENANTS.

11.1 Maintenance of Property. Prior to Closing, Seller shall, consistent with the terms of the Lease, cause, Tenant to maintain and operate the Property in the same manner and in substantially the same condition as exists on the Effective Date.

11.2 No Transfers or Liens. Prior to Closing Seller shall not encumber the Property, or grant any interest in the Property or licenses relating thereto to any third party the effect of which would be to impair, affect or delay Seller’s ability to convey the Property to Buyer in accordance with the terms hereof.

11.3 No Change. From and after the Effective Date, Seller shall not, except as may be required under the Lease, without the prior written consent of Buyer (which shall not be unreasonably withheld, conditioned or delayed), (i) enter into any new, or make any amendments of any existing, easements or restrictions affecting the Property; or (ii) initiate or acquiesce in any request for a change in zoning classification or variance with respect to the Land.

11.4 New Matters. Seller agrees and covenants to promptly notify Buyer in writing if at any time following prior to the Closing Date Seller becomes aware of a material change to (i) the title to the Land, or (ii) the Lease (“New Matter Notice”). Buyer shall have until the date that is ten (10) days following its receipt of the New Matter Notice from Seller (the “New Matter Review Period”) to object to such new matter(s) set forth therein by giving written notice to Seller and Escrow Agent (the “New Matter Objection Notice”). Seller shall have until the date that is five (5) Business Days after receipt of New Matter Objection Notice (the “New Matter Cure Period”) to cure Buyer’s objection(s) set forth therein to the extent such matter can be cured. In the event Seller does not respond to Buyer’s New Matter Objection Notice, or in the event Seller fails, is unable or is unwilling to cure any matter(s) set forth in Buyer’s New Matter Objection Notice prior to the expiration of the New Matter Cure Period to the satisfaction of Buyer in Buyer’s sole discretion, then Buyer shall choose, as its sole and exclusive alternative remedies, to either: (i) deliver written notice to Seller and Escrow Agent of its election to terminate this Agreement no later than the date that is five (5) Business Days after the expiration of the New Matter Cure Period, whereupon the Escrow Agent shall promptly refund the entire Earnest Money to Buyer, or (ii) waive any objection to such additional exception(s) set forth in its New Matter Objection Notice, whereupon the Seller’s

representations and warranties shall be deemed modified to except such fact or condition as noted by Seller in its New Matter Notice. Notwithstanding any provision to the contrary herein, the Closing Date shall automatically be extended to accommodate the resolution of any new matter disclosed by Seller to Buyer in accordance with this paragraph.

12. DEFAULT AND REMEDIES.

12.1 Buyer's Pre-Closing Remedies. Notwithstanding anything to the contrary contained in this Agreement, if Seller fails to perform in accordance with the terms of this Agreement at or prior to Closing and such failure continues for three (3) days following Buyer's written notice thereof to Seller, then, as Buyer's sole and exclusive remedy hereunder and at Buyer's option, either (i) the Earnest Money shall be returned to Buyer in which event this Agreement shall be null and void, and Seller shall be responsible for payment to Buyer of Buyer's actual, documented third party expenses in an amount not to exceed \$10,000 and thereafter neither party shall have any rights or obligations under this Agreement except those which expressly survive termination, or (ii) Buyer may seek specific performance of this Agreement and reasonable legal expenses incurred in connection with seeking such remedy but not damages, provided an action is filed within Sixty (60) days after such failure to perform.

12.2 Seller's Pre-Closing Remedies. If Buyer fails to perform in accordance with the terms of this Agreement and such failure continues for three (3) days following Seller's written notice thereof to Buyer, Seller shall, as its sole remedy, have the right to terminate this Agreement by delivering written notice to Buyer whereupon the amount of Earnest Money then on deposit shall be forfeited to Seller as liquidated damages (which shall be Seller's sole and exclusive remedy against Buyer), it being agreed between the parties hereto that the actual damages to Seller in such event are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof and shall be and constitute valid liquidated damages, at which time this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement except for the Surviving Obligations.

12.3 Pre-Closing Knowledge. If at any time after the expiration of the Study Period, Buyer becomes aware of any fact which makes a representation and warranty of Seller contained in this Agreement become untrue in any material adverse respect ("Materially Untrue"), Buyer shall promptly disclose such fact in writing to the Seller, which shall have five (5) days to cure any matter or matters that may be making any such representation or warranty Materially Untrue and if necessary the Closing shall be postponed until Seller has cured such matter or matters or such matters are waived by Buyer. In the event any representation or warranty made by Seller is Materially Untrue as described above, then the sole remedy of the Buyer shall be to either (a) terminate this Agreement by written notice within two (2) Business Days after the expiration of the cure period or any extension thereof, if such breach has not been cured or (b) elect to proceed to Closing, in which case Buyer shall be deemed to have waived its rights with respect to any such breach of representation or warranty. Absent any notice to the contrary, Buyer party shall conclusively be deemed to have elected to proceed under clause (b) above. If Buyer elects to terminate this Agreement, then neither party shall have any further rights or obligations under

this Agreement except for the Surviving Obligations. Buyer shall be prohibited from making any claims against Seller after the Closing with respect to any breaches of the Seller's representations and warranties as to which Buyer had knowledge prior to the Closing.

13. LIMITATION OF LIABILITY. No constituent member in, or agent of, Seller or Buyer, nor any advisor, trustee, director, officer, member, employee, beneficiary, shareholder, participant, representative or agent of any corporation, limited liability company or trust that is or becomes a constituent member in Seller or Buyer, shall have any personal liability in connection with this Agreement and Buyer and its successors and assigns shall look solely to Seller's or Buyer's assets for the payment of any claim or for any performance, and Buyer and Seller hereby waives any and all such personal liability. The provisions of this Section shall survive the Closing or any termination of this Agreement.

14. ASSIGNMENT. Except for an assignment expressly permitted under this Section 14, Buyer shall not assign this Agreement without the prior written consent of Seller. Buyer may assign this Agreement to an affiliate or subsidiary of Buyer, provided Buyer or its parent company owns a majority interest (directly or indirectly) and Buyer or its parent company has management control over such assignee. In no event shall Buyer be released from any of its obligations or liabilities hereunder if Seller approves of any assignment of this Agreement. Any prohibited assignment shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Buyer shall provide Seller with a copy of its permitted Assignment of Purchase Agreement at least five (5) Business Days prior to Closing.

15. BROKER. Seller and Buyer each represent to the other that neither has engaged any broker, finder or other agent with regard to the Property or the transaction contemplated hereby other than the Broker named herein. Seller shall pay a broker commission in accordance with the terms of a separate written agreement.

16. NOTICES. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery, (iii) delivered in person or (iv) sent by electronic mail (with a copy thereof sent thereafter in accordance with clause (i), (ii) or (iii) above). All notices shall be deemed to have been given upon receipt. All notices shall be addressed to the parties at the addresses below:

To Seller:	STAG Industrial Holdings, LLC One Federal Street, 23rd Floor Boston, MA 02110 Attn: Seth A. Malamut, Senior Vice President and Associate General Counsel Phone: (617) 936-1334 Email: smalamut@stagindustrial.com
------------	--

To Buyer: Bayfront Capital Partners, LLC
Attn: James Stacy Taylor
Phone: 850-477-7044
Email: staylor@bayfrontcapital.net

With a copy to:

subject to the right of either party to designate a different address for itself by notice similarly given. Any notice or demand so given shall be deemed to be delivered or made on the next Business Day if sent by overnight courier or on the 3rd Business Day after the same is deposited in the United States Mail as registered or certified matter, with postage thereon fully prepaid or on the day of delivery if personally delivered.

17. MISCELLANEOUS.

17.1 Entire Agreement. This Agreement including all Exhibits constitutes the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, oral or written, between the parties hereto respecting such matters. No amendment or modification of this Agreement shall be valid unless executed in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

17.2 Headings. The headings in this Agreement are for convenience only and shall not be used in interpreting any of the provisions of this Agreement.

17.3 Attorney's Fees. In connection with any litigation including appellate court proceedings arising out of this Agreement or related to the transactions contemplated hereby, the prevailing party shall be entitled to recover from the losing party its reasonable attorney's fees and costs incurred in enforcing its rights and remedies hereunder, including costs of collection prior to instigating litigation.

17.4 Time of the Essence. The parties hereto agree that time is of the essence of this Agreement.

17.5 Governing Law, Severability. This Agreement shall be governed by the laws of the State of Florida, and any provision of this Agreement which is unenforceable or is invalid or contrary to the law of the State of Florida, shall be of no effect and in such case, all the remaining terms and provisions of this Agreement shall be fully effective according to the tenor of this Agreement, the same as though no such invalid portion had ever been included. Any party may commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud and statutory claims, in the US District Court for the county where the Property is located or, if such court does not have subject matter jurisdiction, the courts of the State of Florida sitting in county where the Property is located and any appellate court from any thereof. Each party submits to the nonexclusive jurisdiction of such courts and agrees that any such action, litigation or proceeding may be

brought in the US District Court where the Property is located or, if such court does not have subject matter jurisdiction, the courts of the State of Florida sitting in the county where the Property is located. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law

17.6 Confidentiality. Neither party shall make public disclosure of the terms of this transaction or any data or information regarding the Property without the prior written consent of the other, or as required by law, applicable governmental regulation. The obligations under this Section shall be Surviving Obligations.

17.7 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or any other relationship other than seller and buyer with respect to the Property.

17.8 Waiver of Jury Trial. The parties each hereby waive any right to jury trial in the event of any action relating to this Agreement, or the transactions described here, or obligations contemplated hereunder.

17.9 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. A party may deliver executed signature pages to this Agreement by facsimile transmission or via electronic mail to the other party, which facsimile or electronic copies shall be deemed to be an original executed signature page binding on the party that so delivered the executed signature page by facsimile or electronic mail.

17.10 No Third Party Beneficiaries. It is not intended that there be, and there shall not be, any third party beneficiaries to this Agreement.

17.11 Construction. This Agreement has been the result of negotiations and discussions between Buyer and Seller and their respective counsel. Consequently, this Agreement shall not be construed against a party by virtue of having been the party who drafted the Agreement.

17.12 Indemnification Claims. The indemnifications contained in this Agreement shall be subject to the following provisions: the indemnitee shall notify indemnitor of any such claim against indemnitee within thirty (30) days after it has written notice of such claim, but failure to notify indemnitor shall in no case prejudice the rights of indemnitee under this Agreement unless indemnitor shall be prejudiced by such failure and then only to the extent of such prejudice. Should indemnitor fail to discharge or undertake to defend indemnitee against such liability within fifteen (15) Business Days after the indemnitee gives the indemnitor written notice of the same, then indemnitee may settle such liability, and indemnitor's liability to indemnitee shall be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses, including attorneys' fees, incurred by indemnitee in effecting such settlement. The obligations set forth in this Section 17.12 shall be Surviving Obligations.

17.13 No Memorandum of Agreement. No notice or memorandum of this Agreement shall be recorded in any public record and any action taken by Buyer in respect thereof shall constitute a material breach by Buyer, entitling Seller to terminate this Agreement. Buyer shall indemnify and save Seller harmless from and against any actual loss, cost, liability, damage, fee or expense, including, without limitation, reasonable attorneys' fees and expenses, arising out of any recording of any notice or memorandum of this Agreement.

17.14 Tax Deferred Exchange. Seller has advised Buyer that Seller may desire to enter into a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, in connection with the sale of the Property to Buyer (the "Tax Deferred Exchange"). Buyer agrees to cooperate as reasonably requested with Seller in connection with any such Tax Deferred Exchange, provided that: (a) Buyer shall not incur any liabilities in connection with such cooperation or any other matter relating to the Tax Deferred Exchange; and (b) in no event will any matter relating to the Tax Deferred Exchange, including Seller's inability to obtain any benefits of a tax deferred exchange, relieve the Seller of any of its obligations under this Agreement. In the event Seller elects to pursue the Tax Deferred Exchange Seller may assign its interest in this Agreement to effectuate such Tax Deferred Exchange and shall promptly so notify Buyer, and, upon request, Buyer shall acknowledge such assignment and execute such other documents as are reasonably necessary or customarily used to accomplish such like-kind exchanges.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

SELLER:

STAG Industrial Holdings, LLC,
a Delaware limited liability company

By: **David King** Digitally signed by David King
Date: 2021.02.22 13:54:02 -05'00'
Name: _____
Its: _____

BUYER:

Bayfront Capital Partners, LLC,
a Florida limited liability company

By: DocuSigned by:
Justin A Beck
7C968AC1DBBB4AD...
Name: Justin A Beck
Its: Manager

SCHEDULE 1

ESCROW AGREEMENT

The Deposit paid under this Agreement (the "**Escrow Funds**") shall be held in escrow by the Escrow Agent, subject to the terms of this Agreement, and shall be duly accounted for in accordance with this Agreement. The Escrow Funds shall be invested and held in an interest-bearing, escrow account, and such Escrow Funds and any interest thereon shall be paid to the party entitled to the Deposit under this Agreement.

(a) The Escrow Agent shall be obligated to perform as Escrow Agent only such duties as are specifically set forth in this Agreement and shall not be liable for any action taken, omitted or suffered by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it hereby, and may conclusively rely and shall be protected in acting or refraining from acting in reliance upon an opinion of independent counsel selected by the Escrow Agent or upon any order, notice, instruction, certificate, request or other document or endorsement thereon believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall not be bound by any modification of this Agreement unless such modification is in writing and signed by the parties hereto, and, if its duties hereunder are or may be affected, unless it shall have given prior written consent thereto. If a controversy arises between any of the parties hereto or between any of the parties hereto and any person not a party hereto as to whether or not or to whom the Escrow Agent shall deliver all or any portion of the Escrow Funds or any interest accrued thereon, or in the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions with respect to the Escrow Funds which in its opinion are in conflict with any of the provisions of this Agreement, the Escrow Agent shall be entitled to refrain from taking any action other than to keep safely the Escrow Funds until it shall have been directed otherwise by a writing signed by the parties hereto or by final order of a court of competent jurisdiction.

In the event conflicting demands are made or notices served upon the Escrow Agent with respect to the Escrow Funds, the parties hereto expressly agree that such Escrow Agent shall have the absolute right, at such Escrow Agent's election, to do either or both of the following:

(1) Withhold and stop all further proceedings in, and performance of this Agreement for a reasonable period of time to permit resolution, failing which the Escrow Agent shall follow the provisions of subparagraph (2) or (3) of this Paragraph (a); or

(2) In the event of litigation between SELLER and BUYER, the Escrow Agent may deliver all of the Escrow Funds to the Clerk of any Court in which the litigation is pending; or

(3) File a suit in interpleader and deliver the Escrow Funds to the Court in which the action is commenced, and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves. In the event such interpleader suit is brought, such Escrow Agent shall ipso facto be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it by this Agreement. The Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of SELLER or BUYER to honor or comply with any provisions of this Agreement. The Escrow Agent shall incur no liability hereunder whatsoever except in the event of its willful misconduct or gross negligence. The other parties hereto, jointly and severally, agree to defend and indemnify the Escrow Agent against all costs, obligations and liabilities including reasonable attorney's fees, suffered by it or for which it may be claimed to be liable hereunder, except for that occasioned by its willful misconduct or gross negligence. The indemnity provided in the preceding sentence shall survive any termination of this Agreement, and delivery of the Escrow Funds.

Following distribution of all amounts contained in the Escrow Funds in accordance with this Agreement, the Escrow Agent shall have no further rights or obligations hereunder.

Seller and Buyer do hereby certify that they are aware that the Federal Deposit Insurance Corporation ("FDIC") coverages apply only to a cumulative maximum amount of \$250,000 for each individual deposit for all of the depositor's accounts at the same or related institution. The parties hereto further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC insurance.

Further the parties hereto understand that Title Company assumes no responsibility for, nor will the parties hereto hold Title Company liable for, a loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation or that FDIC insurance is not available on certain types of bank instruments.

[Signature Page Follows]

JOINDER BY THE TITLE INSURER

By its execution hereof, the Title Insurer hereby (i) covenants and agrees to hold the Escrow Funds in accordance with the above provisions, and (ii) acknowledges receipt of a copy of the Purchase and Sale Agreement to which this Schedule 1 is attached.

First American Title Insurance Company

By: _____
Name: _____
Title: _____

EXHIBIT A

All that certain lot, tract or parcel of land situated in the City of Pensacola, County of Escambia, State of Florida, more particularly described as follows:

All of Block 163, Clapp Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906, and all of Block 163, Belmont Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906, said property being comprised of Lots 1 through 30, Block 163, Belmont and Clapp Tracts, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906, which block is bounded on the North by Lee Street, on the East by Palafox Street, on the South by Lloyd Street, and on the West by Baylen Street, in the City of Pensacola, Escambia County, Florida.

Cynthia Cannon

From: Whitney Jeleniewski <w_jeleniewski@yahoo.com>
Sent: Monday, May 31, 2021 10:40 PM
To: Cynthia Cannon
Subject: [EXTERNAL] In opposition of proposed rezoning

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms Cannon,

Please ensure that this letter is forwarded to the Planning Board that will be hearing the proposed rezoning:

This email is to express my opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

Such rezoning would detrimental to the area. While property values are likely to go down in an area where commercial buildings may be built, these commercial buildings and severely reduced setbacks are completely inconsistent with the neighborhood's designation as a U.S. Historic District and as a residential neighborhood.

While Beck has made grand promises of residential structures filling the block, he has let us know of his plans to sell the lot(s) in order to fund the development of the building on the commercial side. Now that the complete application has been formerly submitted and accepted the City of Pensacola, we see that there is NO mention or plans for any homes along the Baylen Street side or any other restrictions that would force them to pursue only residential uses. Once the lots go up for sale, if rezoned to commercial, they neighborhood will be at the mercy of the highest bidder.

We do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents paying the cost.

I strongly urge you to disapprove the proposed rezoning.

Respectfully,

Whitney Jeleniewski

217 West Gonzalez Street
Pensacola, Florida

Cynthia Cannon

From: Patti <pattisal_65@bellsouth.net>
Sent: Monday, May 31, 2021 11:49 AM
To: Cynthia Cannon
Subject: [EXTERNAL] PK Yonge zoning

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

May 31, 2021

Re: Development at P.K. Yonge/Zoning Change

Dear Cynthia,

I am a twenty-two-year resident of North Hill and I want to go on record that I do not support the proposed change in zoning on the P.K. Yonge property. The Baylen Street frontage is squarely inside the residential area of historic North Hill. The only proper development for that frontage is residential.

Under the current zoning of PR1-AAA, the neighborhood can be certain that residential units will be built. Changing the zoning to PC-1 opens the door to non-residential development. Mr. Beck has no intention of personally developing those lots and therefore cannot provide assurances of what shall be built. Like the proverbial camel's nose into the tent, once the historic district's residential zoning is breached, there is no going back. Keep the PR1-AAA classification and assure residential development.

Thank you

Patti Salvaggio

1023 N. Spring Street

Cynthia Cannon

From: Joshua Barrows <jcbarr81@yahoo.com>
Sent: Monday, May 31, 2021 11:53 AM
To: Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] pK Yonge / fdle development

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Hi Cynthia, Leslie, and Greg,

My wife and I live directly across the street from the FDLE building on W. Lloyd street, and would like to see the developer's development plan and rezoning request approved by the planning board and city council.

As a neighbors who would be negatively impacted by a vacant building, we believe that the proposed development would be a benefit to the neighborhood and community, and we are in full support of their request and proposed use of the property.

Thanks,
Josh and Mary Beth Barrows
9 W. Lloyd st
Pensacola, fl 32501

Sent from my iPhone

Cynthia Cannon

From: Hannah Domoslay-Paul <hannah.domoslay.paul@gmail.com>
Sent: Tuesday, June 1, 2021 2:34 PM
To: Ann Hill; Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] Baylen Street

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

To whom it may concern:

This email is to express my very strong opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, to PC-1 from PR-1AAA.

I believe this rezoning would be detrimental to the North Hill Preservation District, herein after NHPD. Property values are very likely to go down, in an area where commercial buildings may be built, and the potential for these commercial buildings and monumentally reduced setbacks are wholly inconsistent with the NHPD designation as a U.S. Historic District and as a residential neighborhood.

While Beck Partners have made many promises of only residential structures filling the block, they have let us know of their plans to sell the lot(s) in order to fund the future development of the P.K. Yonge School. After reviewing the complete application has now been formerly submitted, and accepted the City of Pensacola, I can see that there is absolutely no mention or plans for any homes along the Baylen Street. Further, there are no other restrictions that would force them to pursue only residential uses and, once the lots go up for sale, they can be rezoned to commercial and the neighborhood will be at the mercy of the highest bidder.

I do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents are again paying the cost. My family and the other families in the NHPD deserve to continue to enjoy our neighborhood and we will all fight to preserve the NHPD as we are just stewards of this neighborhood that has been here for over 150 years.

I strongly urge you to deny the proposed rezoning application.

Sincerely,

Hannah Domoslay-Paul
915-309-0953
108 W Strong Street
Pensacola, FL 32501

Cynthia Cannon

From: Webster, Carrie C [US] (SP) <Carrie.Webster@ngc.com>
Sent: Tuesday, June 1, 2021 3:33 PM
To: Cynthia Cannon
Subject: [EXTERNAL] 1300 N. Palafox - Rezoning Application

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Hello –

I am sending this email to express my opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

Such rezoning would be detrimental to the area. Property value devaluation aside the narrow historical streets are not set up to handle the type of traffic and parking issues a commercial business would bring. Furthermore rezoning would allow smaller lot sizes and reduced setbacks that are completely inconsistent with the Preservation District's Guidelines and Regulations.

At present all lots zoned as PC-1 are limited to locations that front on either Palafox or Cervantes. There are no PC-1 designations within the interior of the historic district residential area from Palafox to DeVillier's and from Blount to Cervantes. For these reasons we feel the rezoning should not be allowed thus preserving the neighborhoods designation as a United States Historic District, and as a residential neighborhood.

While Beck has made grand promises of residential structures filling the block, he has let us know of his plans to sell the lot(s) in order to fund the development of the building on the commercial side. Now that the complete application has been formerly submitted we see that there is [no](#) mention or plans for any homes along the Baylen Street side or any other restrictions that would force them to pursue only residential uses. Once the lots go up for sale, if rezoned to commercial, the neighborhood will be at the mercy of the highest bidder.

I strongly urge you to reject the proposed rezoning.

Thank you,
North Hill Resident Carrie Webster
316 W. Strong St.
Pensacola, FL 32501

Cynthia Cannon

From: Nancy LaNasa <nancylanasayoga@gmail.com>
Sent: Tuesday, June 1, 2021 3:33 PM
To: Cynthia Cannon
Cc: Ann Hill; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] rezoning request by Beck Partners of Lots 1-13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms. Cannon,

My husband Tom and I have owned our home at 12 W. Blount St. in the North Hill Preservation District since 1996. We feel fortunate to live in a district in Pensacola that is proud of its heritage and its designation as a National Landmark. We love our leafy streets and quiet neighborhood. We attended a ZOOM meeting with Justin Beck of Beck Partners in regard to the planned development of the beautiful PK Yonge School into apartments. We think this is a great idea. However, we are greatly concerned with and disturbed by Mr. Beck's request to have the block of Baylen St. behind the PK Yonge School changed from residential PR-1AAA to commercial PC-1. And 10 lots at that! Such rezoning will put our quiet neighborhood at risk of high density development which is inappropriate for the inner core of our neighborhood; it also won't guarantee that appropriate residential units will be built there. A national landmark district should be committed to low density residential units in its inner core, in relation to the already long-established residential neighborhood structures.

We strongly urge you to keep this block of Baylen St. behind the PK Yonge School zoned PR-1AAA, in keeping with the existing character of the surrounding area.

Thank you,

Nancy and Tom LaNasa
850-439-0350 and 212-254-8180

Cynthia Cannon

From: Hannah Domoslay-Paul <hannah.domoslay.paul@gmail.com>
Sent: Tuesday, June 1, 2021 2:34 PM
To: Ann Hill; Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] Baylen Street

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

To whom it may concern:

This email is to express my very strong opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, to PC-1 from PR-1AAA.

I believe this rezoning would be detrimental to the North Hill Preservation District, herein after NHPD. Property values are very likely to go down, in an area where commercial buildings may be built, and the potential for these commercial buildings and monumentally reduced setbacks are wholly inconsistent with the NHPD designation as a U.S. Historic District and as a residential neighborhood.

While Beck Partners have made many promises of only residential structures filling the block, they have let us know of their plans to sell the lot(s) in order to fund the future development of the P.K. Yonge School. After reviewing the complete application has now been formerly submitted, and accepted the City of Pensacola, I can see that there is absolutely no mention or plans for any homes along the Baylen Street. Further, there are no other restrictions that would force them to pursue only residential uses and, once the lots go up for sale, they can be rezoned to commercial and the neighborhood will be at the mercy of the highest bidder.

I do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents are again paying the cost. My family and the other families in the NHPD deserve to continue to enjoy our neighborhood and we will all fight to preserve the NHPD as we are just stewards of this neighborhood that has been here for over 150 years.

I strongly urge you to deny the proposed rezoning application.

Sincerely,

Hannah Domoslay-Paul
915-309-0953
108 W Strong Street
Pensacola, FL 32501

Cynthia Cannon

From: Carol Swinford <carol.swinford@cox.net>
Sent: Tuesday, June 1, 2021 9:43 PM
To: Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] PK Youge - 1301 N Palafox Street Redevelopment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms Cannon, Ms Statler and Mr. Harding;

Please ensure that this letter is forwarded to the Planning Board that will be hearing the proposed rezoning.

My husband and I live at the corner of Lee and Baylen, 1401 N. Baylen. We have lived at this address since 1991. We would NOT like to see the residential zoning changed to PC-1.

The Baylen Street frontage is inside the residential area of North Hill Historical District. We believe that the original zoning of Baylen Street from Lee and Lloyd Streets should remain as PR1-AAA. A change to commercial zoning as the developer has purposed will negatively impact our property and neighborhood.

Sincerely,

Harry B. Swinford
Carol F. Swinford
1401 N. Baylen Street
Pensacola, FL 32501

Cynthia Cannon

From: Jo Elizabeth Brown <pegasus53d@yahoo.com>
Sent: Wednesday, June 2, 2021 9:57 AM
To: Cynthia Cannon
Cc: Gregg Harding; Leslie Statler; Mike Ziarnek
Subject: [EXTERNAL] Opposition to Zoning Request of block 163

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms. Cannon,

What makes North Hill so unique.

Our lovely neighborhood is part of the National Register of Historic Neighborhoods; being a part of the historic national register, is quite extraordinary and is valued by all residents and visitors who tour North Hill and surrounding historic landmarks within North Hill and our beautiful city.

After traveling and living for years across the United States, as the wife of a United States Marine, we chose to invest in this special historic preservation area of Pensacola called, North Hill.

We love the beauty of our quaint neighborhood streets, the city parks, the diverse architecture and the unparalleled craftsmanship of these historic homes.

Last, but certainly not least, the zoning ordinances that were set in place, were a huge factor in our decision making.

After careful thought and consideration, of a handful of other cities and historic neighborhoods, across the U. S., we chose North Hill, 17 years ago.

While the city of Pensacola has seen tremendous growth in the past several years, along with that comes commercial and new home construction.

We are so very blessed and grateful for the forward thinking North Hill residents, and the actions that they took, all those years ago, to protect this national treasure on the hill.

These North Hill residents were concerned about future residential and commercial intrusion; with density, traffic volume and future potential parking issues, on our residential streets.

These residents were committed with making sure that historic North Hill, remains protected with the zoning ordinances, which were set forth at that time, PR-1AAA.

The issues that the zoning request for a PC-1 change would bring, are many.

If PC-1 is approved, we would possibly be looking at townhome or row home residences, that are popping up all over our city. However, they would now be in the heart of historic and protected North Hill.

We could be looking at commercial encroachment, within our historic residences and lovely residential streets.

Regarding the restoration of the historic PK Yonge building, there will need to be sufficient parking for all apartment residents, their guests and visitors.

Of course, green spaces and other exterior necessities and amenities, for the apartment residents, will need to be provided, while maintaining the historic standards of North Hill preservation neighborhood.

North Hill is not downtown or other surrounding areas, that are dealing with massive new home construction on subdivided lots, townhomes, and row type homes.

Our family is speaking out today to say that we are strongly against the PC-1 rezoning request, by Beck Partners @ 1301 North Palafox Street,

specifically, the western side of this property, which is 1.5 acres, on block 163, which borders N. Baylen Street.

As North Hill residents, and home owners, it is our desire to maintain the zoning ordinance, PR-1AAA that is in place, to continue to protect this treasure and national historic neighborhood, for future generations of North Hill residents.

Sincerely,

Jo Elizabeth Brown
109 W. Blount Street
Pensacola, Florida

Cynthia Cannon

From: Leslie <pensacolaleslie@aol.com>
Sent: Wednesday, June 2, 2021 11:24 AM
To: Ann Hill; Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] Opposition to Re-Zoning the Former FDLE Property

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Planning Board,

I write this email to express my opposition to the rezoning of Belmont Tract, BLK 163 in Historic North Hill. In the past, I served as President of North Hill for three terms and have been a long time Pensacola community volunteer. I have lived in North Hill since 1992. We have lived in and renovated FOUR homes in the neighborhood.

North Hill is on the National Historic register. Our Preservation Association's mission is to "preserve all that is unique to North Hill." Our streetscapes and residential homes and lots are what make the neighborhood unique. The boundaries of the neighborhood were well negotiated and approved by the City Council in 1972. Since then, the city has used the area in ad campaigns, for film locations and for promotions. We have mutually benefited each other. Pensacolians and tourists, alike, enjoy the quiet streets, interesting homes and history filled streets and events. We are dedicated to maintaining that atmosphere.

This dedication to preserving the history of the neighborhood has often been in conflict with commercial developers. The North Hill boundaries were well-negotiated in 1972/1973. Left in place were the commercial corridors. There ARE blocks, like the FDLE block, that are bifurcated: part commercial, part residential. Why did the original organizers DO THAT? Because they recognized the importance of commercial development to a thriving downtown Pensacola. Thus, North Hill has many blocks that part commercial/part residential.

We LOVE commercial development that complements, improves and supports the historic mission. Beck Property's proposed development of the FDLE building to apartments fits that mission.

RE-ZONING the entire block to PC-1 DOES NOT. North Hill needs those "buffer" blocks to prevent further commercial encroachment into our residential neighborhood.

I am strongly opposed to the re-zoning request. Please weigh this letter and all the others letters you may receive in opposition as proof that the neighborhood is united and will not support a zoning change on that block.

Leslie Vilardi/Levin-Rinke Realty
380 West Brainerd Street
Pensacolaleslie@aol.com
850-291-6698

Cynthia Cannon

From: Jo Macdonald <jomac726@gmail.com>
Sent: Wednesday, June 2, 2021 12:11 PM
To: Cynthia Cannon
Subject: [EXTERNAL] Rezoning of Baylen side of 1301 N. Palafox

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms. Cannon,

The new owners of 1301 N. Palafox have submitted an application to change the zoning of the Baylen Street side of the property from PR-1AAA to PC-1. This would be a commercial encroachment upon the historically residential nature of this property and against everything that the North Hill Preservation Association stands for and has sought so diligently to preserve. Please do not allow this to happen and turn down this request!

Sincerely,
Jo MacDonald
North Hill Preservation Association Board Member

Dear Planning Board Members:

I am writing you concerning the agenda item requesting a rezoning of the rear portion of the property at 1301 North Palafox, the Historic PK Yonge school.

I have lived in North Hill since 1975 and seen this neighborhood grow and prosper. I lived here during the times when many of these beautiful houses were boarded up and we saw many of them bulldozed because of neglect.

In the late 1970's I participated in a series of lectures on historic preservation with Earl Bowden, in the Panhandle area, because of my background in research and historic preservation. Our concern was getting out the Federal guidelines on preservation to cities and counties so that historic districts would be afforded some protection from destruction or infill construction.

The request to change the current PR1AAA zoning of the back third of the PK Yonge school into PC1 zoning is the exact issue Earl Bowden taught us to defend against. That buffer was designated behind the school, years ago, to protect the integrity and residential nature of the heart of the North Hill district. It was set up to maintain a cushion from commercial to residential, although it is zoned to legally construct 4 houses. PC1AAA zoning will allow 4 houses with no change of zoning at all.

The Federal Guidelines on historic preservation state that new infill construction should meet the density, setbacks, width, height and spacing of the streetscapes it plans to adjoin. That density is 2 houses on West Lee Street, 2 houses on North Baylen and 4 houses on West Lloyd street. Even spreading out to the North and South of the Baylen PR1AAA zoning you find only 2-4 houses per block. That is the mean density for the entire North Hill area from Cervantes to Blount Street. Therefore, the existing zoning, and its allowance for 4 houses to be built there, is in keeping with the Federal Historic Preservation guidelines. This would allow comparable density, setbacks, height, width and rear yard requirements with no zoning change.

The request for zoning change would violate every one of the Federal mandates for infill construction....setbacks, density, backyard space, width, height, etc. A 30 foot wide lot could not blend into any of the adjoining streetscapes for blocks and blocks in all directions from this property.

That is not the only concern. The developers stated that they were not going to build on those lots, merely spin them off to buyers. With rezoning, that opens Pandora's box....a buyer could potentially open a beauty salon or barber shop or day care or office or art studio...even a restaurant or gas station with a variance. The PC1 zoning would leave all these open. That would end the intent of the buffer designed originally to protect the residential nature of the adjoining blocks.

In addition, the developer plans to make up to 40 apartments in the current PK Yonge school building. That puts an extreme burden on our already narrow and overcrowded streets. Essentially, when one car parks on these narrow historic streets, it turns the street into 1 way. If you add the 40 units in PK Yonge schoolhouse and allow the rezoning to PC1, that would push the numbers up to 50 units in a one block area where the highest density is now 4 houses.

My house looks out onto this PC1AAA area and I have regularly counted the cars that FDLE parks there with only 80 employees. They are forced to use all the space including the parking that is in the area these developers are trying to rezone. (At least their cars go home at night.)50 families would be 100 plus cars? Where will they park?

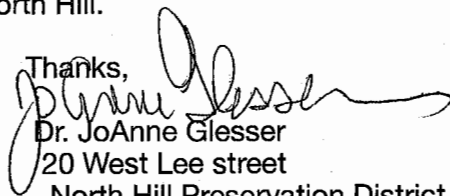
The addition of 50 units (100 plus people, minimum) and 100 plus cars....not counting visiting friends and families, parties, deliveries, babysitters etc., all crammed into a one block area, is a nightmare in the making.

I am against the rezoning of that portion of Baylen Street and in favor of keeping the existing zoning as PR1AAA and the allowance that is already in place for 4 homes that would, with no rezoning necessary, be able to meet the density, setbacks, height, width, spacing and backyard requirements as set out by the Federal guidelines. I know East Hill is using smaller lots for construction, but even though East Hill has a historic district, it is NOT listed on the National Register and as such is not mandated to follow these Federal guidelines. The North Hill Preservation District is on the National Register and we all have had to adhere to strict guidelines for years and years to preserve the character of our district. We don't want them thrown out to boost a single developer's profit margins.

Carol Ann Marshall, a former Pensacola school board member, and a North Hill resident, knows the entire history of that buffer PR1AAA. She was a member of the school board when the property was originally sold from elementary school to office building. She will be present at the planning board meeting. I beg you to call on her first and she can explain the entire history of that zoning and its intent. Many are requesting to address the board afterwards, but she is the core speaker in explaining the intent behind the zoning and why it was designed to protect the residential core of North Hill.

In summary, I am against the request for rezoning from its current PR1AAA on the grounds that the change would violate the Federal Guidelines for Historic Preservation as well as overburden the already overburdened traffic situation in North Hill.

Thanks,


Dr. JoAnne Glessner
20 West Lee street
North Hill Preservation District
Pensacola, Florida

Dear City of Pensacola Planning Board:

I am writing this letter to protest the rezoning of the Baylen Street property adjoins PK Yonge school from its current PR1AAA zoning, which permits construction of 4 homes, to PC 1 which would allow future owners to construct beauty shops, day care centers, art galleries, etc. in a strictly residential street in the historic district.

The current owners stated in a conference call that have no plans to construct on this PR1AAA land, they merely want to change the zoning and carve it up into 10 lots to sell off before they begin renovation of the PK Yonge school, which they stated in a zoom call, will hold 40 units. That would be a combined impact of 50 families in a one block area in the heart of the low density North Hill preservation area. 100plus cars and a 100 plus people...and their guests and family visiting....

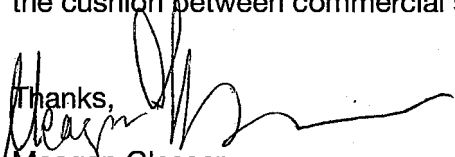
I don't know if you are familiar with the narrow streets we have in North Hill, but 2 cars can barely pass each other. If a single car is parked on 1 side of the street, it becomes a one way street.

I object, primarily, because 4 houses would be compatible with the existing density in the surrounding blocks, North and South. Also, we were told by the school board that that land would always keep its PR1AAA zoning as a buffer between commercial and residential.

I was born and raised in North Hill, I know it has been hard at sometimes to follow the guidelines set out in the National Register...both financially and aesthetically, but we have always complied for the better good of the historic preservation district.

Please tell us all these years were not in vain....4 houses is enough on that block to maintain the cushion between commercial saturation and residential density.

Thanks,


Meagan Glessner
400 West Blount

Cynthia Cannon

From: Jennifer Wasilenko <sunserae24@hotmail.com>
Sent: Wednesday, June 2, 2021 3:20 PM
To: Ann Hill; Cynthia Cannon; Leslie Statler; Gregg Harding
Cc: Jennifer Wasilenko
Subject: [EXTERNAL] Rezoning request by Beck Partners

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Sirs/Ma'ams,

I just received a card in the mail today notifying me of a rezoning request that will be reviewed at a meeting next Tuesday. After researching the issue, I've learned that Beck Partners has submitted a request to rezone Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1. I'm writing to express my concerns about this request.

In Mr. Beck's Zoom briefing to the community, there were multiple concerns expressed by my neighbors. I agree with some of those concerns and would like to add my two cents.

First, several concerns were voiced regarding the fact that this rezoning will open the 10 lots on Baylen to commercial development. Currently, all commercial entities in North Hill face Cervantes and Palafox. I'm concerned that this kind of rezoning is going to open to door to additional commercial zoning within the neighborhood.

Second, several concerns were voiced regarding traffic and parking issues. Even if all 10 lots were sold to people who intended to build residential, and even if they all include exterior garages that open to the parking lot as Mr. Beck suggests, there is going to be a spike in traffic in this sector of North Hill, and guests and visitors will be forced to find parking on the street somewhere. With our narrow streets this will be a huge problem for those of us near that block of North Hill.

Third, Mr. Beck intends to sell all 10 of the re-zoned lots, so what Mr. Beck is telling us these lots will be used for means absolutely nothing. If the rezoning is approved, these 10 lots will be open to anything allowed under PC-1 zoning. While Mr. Beck reassures us that he hopes to sell the lots to folks who intend to build residential, there is nothing in writing binding him to that intent. The PC-1 zoning opens the door for commercial use, and Mr. Beck will have zero control or influence on what happens on those lots once he sells them. While I think it would be lovely to have a florist or an art studio or even a beauty parlor in the neighborhood, again, I refer back to the traffic and parking issues. I simply do not believe it's smart or feasible to open up the interior of North Hill to commercial use.

Fourth, from what I've read, the existing zoning would allow for 4 houses to be built on Baylen, so Mr. Beck should already be in a position to sell these lots for residential use. It is my opinion that the density and setback requirements of the existing zoning should be maintained, thus ensuring this block of North Hill maintains the same historic integrity as the rest of the district.

I urge you to leave the zoning as-is so only residential use, in family with the rest of the neighborhood, will be permitted.

Thank you for your consideration,

Jennifer Wasilenko
Owner – 23 W. Brainerd St.

Sent from [Mail](#) for Windows 10

June 1, 2021

Dear NHPA President, Suzi Emerson,

We need your support and help to save our homes from encroachment by the new owners of 1301 N Palafox Street.

Many North Hill residents are petitioning the Planning Board of the City of Pensacola to defeat the proposal to change PR-1AAA (residential) to PC-1 (commercial) on the Baylen Street side of the property.

If the zoning from residential to commercial (PR-1AAA to PC-1) is approved, it will signal that the City of Pensacola and the North Hill Preservation Board disregard the intent, nature, and scope of historic preservation which the North Hill Preservation District and community members have consistently maintained since 1972.

Will you please sign the petition, and, please write your support to defeat the proposal, directly to the City of Pensacola Planning Board (ccannon@cityofpensacola.com)?

Sincerely, with our Thanks,

Devin and Daniela Beckwith	1421 North Baylen Street
Mike and Jo Elizabeth Brown	109 West Blount Street
Jennifer Coveny	1515 North A Street
Jo Anne Glesser	20 West Lee Street
Meagan Glesser	400 West Blount Street
Tom Glesser	116 West Blount Street
Susie Ham	17 West Lee Street
Carol Ann Marshall	1313 North Baylen Street
Camelot Marshall	1313 North Baylen Street
Harry and Carol Swinford	1401 North Baylen Street

Neighbors
North Hill Preservation District
Pensacola, Florida

Cynthia Cannon

From: Tom Glessner <glessdog@yahoo.com>
Sent: Wednesday, June 2, 2021 4:02 PM
To: Cynthia Cannon
Subject: [EXTERNAL] Proposed rezoning of PK Yonge school building

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

2 June 2021

Dear Pensacola Planning Board:

I am opposed to the rezoning request for PK Yonge school, 1301 North Palafox. The back third of the school area was zoned PR1AAA many years ago to protect the residential nature of the surrounding blocks from the encroachment of commercial ventures. "

While the builder told us he was carving out 10 lots to sell (I'm guessing to finance the renovations of the 40 apartments he is planning on putting into the school building), on his application for zoning change, he only states he wants that area rezoned. That would allow for tattoo parlors, barbershops, day care centers, offices and a variety of other uses short of industrial. This intrudes into the surrounding PR1 AAA zoning of the surrounding areas. I've been in North Hill since 1979 when the area was dangerous and we had to sleep with one eye open because the break-ins were regular- to current day where the neighborhood is restored and well maintained and residential in nature.

The addition of 40 units and the rezoning of the back area would be an "open sesame" to much more traffic and commercial penetration in an area where children can safely ride their bikes and people can still in the evening without worrying about constant traffic.

In addition, the zoning change would go against the Federal historic guidelines about infill construction. When I researched it and it said new construction should be similar in size, density, setbacks and spacing and green area. It also said new construction should not negatively impact traffic flow or patterns.

We have always had to live under very restrictive guidelines in North Hill, because, unlike the East Hill district, the North Hill district is on the National Register and must abide by those guidelines. We have learned to live with these restrictions because we value the core neighborhoods attempt to safeguard these beautiful historic treasures. Our streets are already stressed with current residents because they are so old and narrow. The addition of any commercial zoning would over stress them and cause chaos.

In summary, the current zoning PR1 AAA allows for 4 houses to be constructed on that land and that blends well with the current density of surrounding streets, well, a little on the high end, but still within range. That allows for setbacks and size compatibility with surrounding houses for many blocks in all directions.

The plan to add up to 40 apartment in one small block is already extremely increased density and traffic, but the addition of commercial space on the Baylen Street side is just over the top. I personally know Carol Ann Marshall (and knew her husband Dr. Marshall) and they were Instrumental years ago in insuring that buffer of PR1 AAA remained. She was on the school board at the time it was sold for the first time and knows all the intent behind the zoning. I understand she will speak at the Planning Board meeting next week. She is a goldmine of information on this topic.

Please consider our position in your decision making. We all have worked hard to make North Hill the showcase it is in representing Pensacola history.

Thank you,

Thomas H Glesser
116 West Blount Street
Pensacola, FL

Cynthia Cannon

From: Gregg Harding
Sent: Thursday, June 3, 2021 10:33 AM
To: Cynthia Cannon
Subject: FW: [EXTERNAL] Rezoning in North Hill

Cynthia,

Please see Ms. Hatch's comments below.

Gregg Harding, RPA
Historic Preservation Planner
Visit us at <http://cityofpensacola.com>
222 W Main St.
Pensacola, FL 32502
Office: 850.435.1676
gharding@cityofpensacola.com

Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

-----Original Message-----

From: Lynsey Hatch <lynseyau@gmail.com>
Sent: Wednesday, June 2, 2021 10:40 PM
To: Gregg Harding <GHarding@cityofpensacola.com>
Subject: [EXTERNAL] Rezoning in North Hill

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Mr. Harding ,

This email is to express my opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

My family lives just a few blocks south of this area in question. Such rezoning would detrimental to the area. While property values are likely to go down in an area where commercial buildings may be built, these commercial buildings and severely reduced setbacks are completely inconsistent with the neighborhood's designation as a U.S. Historic District and as a residential neighborhood.

While Beck has made grand promises of residential structures filling the block, he has let us know of his plans to sell the lot(s) in order to fund the development of the building on the commercial side. Now that the complete application has been formerly submitted and accepted the City of Pensacola, we see that there is NO mention or plans for any homes along the Baylen Street side or any other restrictions that would force them to pursue only residential uses. Once the lots go up for sale, if rezoned to commercial, they neighborhood will be at the mercy of the highest bidder.

We do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents paying the cost.

I strongly urge you to disapprove the proposed rezoning.

Thank you,
Lynsey & Neal Hatch
9 W De Soto St
Pensacola, FL

Cynthia Cannon

From: Gregg Harding
Sent: Thursday, June 3, 2021 11:40 AM
To: Karis T; Ann Hill; Cynthia Cannon; Leslie Statler
Subject: RE: [EXTERNAL] Re: Proposed Rezoning of Pk Yonge/FDLE property

Thank you very much for your email, Ms. Traud. We have received your comments and will make them available to the Planning Board.

Please let us know if you have any questions. Thank you again.

Gregg Harding, RPA

Historic Preservation Planner

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: Karis T <karitraud@gmail.com>
Sent: Wednesday, June 2, 2021 6:31 PM
To: Ann Hill <AHill@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Gregg Harding <GHarding@cityofpensacola.com>
Subject: [EXTERNAL] Re: Proposed Rezoning of Pk Yonge/FDLE property

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

June 2, 2021

RE: Opposition to Rezoning of Lots 1-13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1

Dear Ms. Hill, Ms. Cannon, Ms. Statler, and Mr Harding,

This email is to express my strong opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

Such rezoning would be detrimental to the area. While property values are likely to go down in an area where commercial buildings may be built, these commercial buildings and severely reduced setbacks are completely inconsistent with the neighborhood's designation as a U.S. Historic District and as a residential neighborhood. These lots were zoned residential to protect residents and the neighborhood for a reason. My house I have owned for 21 years on Baylen and love my neighborhood for its historical significance in respect to the older homes and protecting the value of these homes. Additionally, many people buy homes in our neighborhood based upon the integrity of our neighborhood.

While Beck has made grand promises of residential structures filling the block, he has let us know of his plans to sell the lot(s) in order to fund the development of the building on the commercial side. Now that the complete application has been formerly submitted and accepted by the City of Pensacola, we see that there is NO mention or plans for any homes along the Baylen Street side or any other restrictions that would force them to pursue only residential uses. Once the lots go up for sale, if rezoned to commercial, the neighborhood will be at the mercy of the highest bidder. To me, this shows disrespect for the neighbors and our neighborhood organization. These lots facing Baylen should be kept as residential lots to maintain the integrity of our neighborhood and as respect to the neighbors. It was wrong of Beck Partners to tell us one thing and file an application for something else as this erodes the trust of the developer with neighborhood residents. So yes, I absolutely and completely oppose these lots be rezoned from residential to commercial!

Shame on Beck Partners for lying to us neighbors in regards to his intentions. I do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents are paying the cost. This city is all about its wonderful residents!

I strongly urge you to disapprove the proposed rezoning. I appreciate you understanding our desire to maintain the integrity and historical presence of our neighborhood.

Regards,

Kari

Kari Traud
1521 N. Baylen St
Pensacola, FL 32501

Cynthia Cannon

From: Gregg Harding
Sent: Thursday, June 3, 2021 10:57 AM
To: Lisa Mead; Ann Hill; Cynthia Cannon; Leslie Statler
Subject: RE: [EXTERNAL]

Thank you very much for your email, Ms. Mead. We have received your comments and will make them available to the Planning Board.

Please let us know if you have any questions. Thank you again.

Gregg Harding, RPA

Historic Preservation Planner

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: Lisa Mead <nutmegr@gmail.com>
Sent: Wednesday, June 2, 2021 7:20 PM
To: Ann Hill <AHill@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Gregg Harding <GHarding@cityofpensacola.com>
Subject: [EXTERNAL]

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

2 June 2021

Dear Members of the Planning Board:

I would like to be on record as being strongly in opposition to the rezoning of part of the PK Yonge property (Lots 1-13 and 28-30, Block 163, Belmont Tract) from primarily residential (PR-1AAA) to primarily commercial (PC-1.)

It is *entirely* inconsistent with the nature of the neighborhood to drop an island of commercial property right into a historic residential neighborhood. As a neighborhood, North Hill was led to believe that Beck intended for the entire block to be residential, but the application for this rezoning clearly indicates otherwise.

The North Hill neighborhood is not asking for anything. The designation as PR-1AAA as it exists does not preclude development of the parcels in question. Residential development in keeping with the neighborhood and the existing zoning would be welcome. Commercial development along Palafox in existing PC-1 zoning would be welcome. The

developer is the one who, having bought the property at a price consistent with its existing zoning, seeks to change it in order to sell parts of it off at a higher profit margin. Our neighborhood is the one who would be paying the price for this. 10 commercial lots on one block of a quiet, narrow, residential street - sandwiched between residences on all sides - makes absolutely no sense at all. The developer can spin any tale about what the lots *could* be used for, but once those lots are sold, they will be zoned for a myriad of commercial uses inconsistent with the location.

The North Hill Preservation District is on the National Historic register, an asset to the character of Pensacola - which one would think the City would take care to protect. I urge you to deny this developer's request, do nothing, and simply maintain the existing zoning for this property.

Lisa Mead
nutmegr@gmail.com
1009 N Reus St
Pensacola, FL 32501
850-293-2902

Cynthia Cannon

From: Margaret E Rhea <winkierhea@gmail.com>
Sent: Thursday, June 3, 2021 10:12 AM
To: Cynthia Cannon
Cc: Leslie Statler; Gregg Harding
Subject: [EXTERNAL] Opposition to change in zoning of 1301 N Palafox

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Margaret E (winkie) Rhea
200 W Gonzalez St
Pensacola, FL 32501
(850)438-7270

To: Cynthia Cannon
CC: Leslie Statler, Gregg Harding
From: Margaret E. (Winkie) Rhea
RE: 1301 N Palafox St Rezoning

Dear Ms Cannon,

Please ensure that this email will reach all of the Planning Board before the June 8 meeting.

I am unreservedly opposed to the rezoning of the old P.K. Yonge property by the Beck Partners. The school itself is zoned PC-1 and the back part of the old playground, now parking lots, that faces Baylen is and must remain, PR-1AAA.

My family has resided in the same house in North Hill for sixty (60) plus years. P.K Yonge was my elementary school. To save the old building, which by being in North Hill is on the National Register of Historic Places and is protected, let it remain PC-1. Joyce Turner, my mother, Elizabeth C. Rhea, among others were able to establish North Hill on the National Registry of Historic Places to protect the neighborhood's unique character. With their foresight and the classification as an important historic place, North Hill has been able to stave off the creep of commercialization and protect our historic neighborhood. Before this protected status, North Hill saw the destruction of many fine old family homes and lots of heritage trees all for the power of commerce and the almighty dollar. Now, many of those properties are nothing but abandoned parking lots along Palafox, Baylen and Spring! So much for commercial development!

There is no good reason to allow Baylen, between Lloyd and Lee streets, to be rezoned from PR-1AAA to PC-1. This area of the FDLE parking lot was my school playground. There are many reason to oppose this zone change. One: Baylen Street is too narrow, it is one of the most narrow streets in the area. It will not be able to handle all the change such mushrooming development would create. Two: Property values of the nearby homes, including the magnificent home at 1313 N Baylen home, built by Dr. Allen M. Ames and in the Marshall family since 1963, will be adversely affected. And three: Children, dog walkers and us old folks will no longer be safe to walk and play in the area. Most importantly, why should any developer be allowed to invade a Nationally Registered Historic Place and change zoning to avoid all the regulations and protection that our status in North Hill allows. Indeed, why should any developer be permitted to avoid regulations and reap profits at the expense of our unique North Hill, both its people and their homes.

Please do no allow any rezoning of the P.K.Yonge property. There is good development and then there is overdevelopment. Any string of townhomes or retail shops is overdevelopment and only useful to developers. Any change of zoning is not friendly neighborhood commerce. Refuse to change the zone.

Respectfully,

Margaret (winkie) Rhea

Cynthia Cannon

From: Gregg Harding
Sent: Thursday, June 3, 2021 4:02 PM
To: Cynthia Cannon
Subject: RE: [EXTERNAL] CONCERNS REGARDING BECK PARTNERS' APPLICATION REQUEST REGARDING THE REZONING AND USE OF 1301 N. PALAFOX STREET, PENSACOLA, FL 32501

Cynthia,

Mr. Brown just called me to make sure his comments are added to the packet. Thanks!

Gregg Harding, RPA

Historic Preservation Planner

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: m brown <pegasus53a@yahoo.com>
Sent: Tuesday, June 1, 2021 11:42 PM
To: Cynthia Cannon <CCannon@cityofpensacola.com>
Cc: Gregg Harding <GHarding@cityofpensacola.com>
Subject: [EXTERNAL] CONCERNS REGARDING BECK PARTNERS' APPLICATION REQUEST REGARDING THE REZONING AND USE OF 1301 N. PALAFOX STREET, PENSACOLA, FL 32501

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

DATE: JUNE 1, 2021

TO: Cynthia Cannon, AICP, Assistant Director, City of Pensacola, Planning Services, 222 W. Main Street, Pensacola, FL 32502

FROM: Major Michael R. Brown Jr. U.S.M.C. (Ret.), 109 W. Blount Street, Pensacola, FL 32501

SUBJECT: BECK PARTNERS' APPLICATION REQUEST REGARDING THE REZONING AND USE OF 1301 N. PALAFOX STREET, PENSACOLA, FL 32501

Truly a pleasure, to correspond with you today Ma'am, as I was guided by Mr. Gegg Harding to submit any concerns regarding the request to administer a potential zoning change(s), to the P.K. Yonge property, located at 1301 N Palafox Street, Pensacola, Florida.

I truly appreciate your time, in helping me with my concerns, regarding the upcoming June 8th, City Zoning Board Meeting. Please note, upfront, that I am not against the restoring, refurbishment, or improvement of the property.

My concerns are primarily that of the excessive volume of proposed residential and commercial properties, combined = 50 total (40 apartments and 10 townhomes); which would attract 130 plus vehicles that would clobber our neighborhood '24/7'. It is noted that FDLE on an average day may have 30 +/- vehicles there from 8 am to 5 pm: and I illustrate the following to help you and all members better understand our situation: It is truly bad enough that the residents of W. Blount Street of all ages, elderly and children alike, risk their lives every day trying to walk across W. Blount Street to go to their cars, let alone get out of their vehicles, keep in mind, the area of what I speak is 1 block north of the PK Yonge Building. This street has no speed bumps or permanent electronic/digital speed limit signage that reveals the speed limit and the speed of transiting automobiles. Traffic calming and attempts to thwart the speeders on W. Blount is an epic failure, and to add another 130 plus vehicles into the mix would be a complete disaster. Too often do the residents receive an unwanted adrenaline rush caused by nearby speeding vehicles!

My intent is to ensure that we limit any and all high volume residential build projects and parking issues that would turn a wonderful historic neighborhood into a high density overcrowded place, as found in larger cities.

Recently the Pensacola News Journal had an article speaking of "luxury apartments," which Mr. Beck denied to the participants on a Zoom Meeting in May 2021. The 'Zoom Meeting' had some NHPA personnel and very few residents from the area. It really had the appearance that what we were presented by Mr. Beck, the developer, and the NHPA is what was going to happen, no matter what, and that they had little time for questions and answers. The short notice email invite stated that "upscale" apartments would be built. The developer stated that they would be nice but eluded to no historic standard or level of elegance luxury nor upscale. He was unsure to say how many, and when pressed and given the opportunity to provide a range, he stated 20-40 apartments; that and with the added 10 row-homes to N. Baylen Street to the mix makes for high density and overcrowding and a public safety concern. He definitely was clear about his intent to offer all of the property to other buyers/developers and it is being advertised as such now. Not really sure if there is a historic preservation intent when one speaks of 'flipping' property to other buyers/developers. Another contention was how the developer was going to close on a property, that wasn't even zoned to his liking and provide a 'quick' Zoom Meeting, the day before the purchase. A review of this Zoom

Meeting is recommended. I must admit the developer was very respectful and a very kind gentleman but had clear intentions towards his investment.

My request is to ensure that we don't rezone this property, Block 163, at all, which if it became PC-1 will have 130 + people and 130 + vehicles in and around it, at all times. I must emphasize upfront that the PR-1AAA be retained as it is now and ad infinitum.

Please know that I did access the link on the City's website, to the calendar which contains the Agenda Packet for June 8th.

I wanted to inform you that there are issues regarding Agenda Packet page numbers 33, 34, 35 and 36.

Page 34 appears to be incongruous on several matters with regards to Agenda Packet Pages 33, 35 and 36:

1) Agenda Packet Page 34 speaks of Block 63, when the others address and regard Block 163; which makes one ponder of the etymology of drafting lots over what was once a straight forward empty block with no lots and how the property arrived at its current survey status.

2) Agenda Packet Page 34 is seriously flawed and conflicts with Agenda Packet Page 36 regarding what actually is PC-1 versus PR-1AAA, wherein the coloring is very very misleading, as it only indicates lots 1-10 as PR-1AAA, as shaded in light blue. When in fact that 1.5 acres is actually grandfathered in as PR-1AAA and only 1.2769 acres are zoned as PC-1; the artist seemed to include lots 11, 12, 13, 28, 29 and 30 into their PC-1 pinkish-orange coloring schematic, which is incorrect and is actually PR-1AAA. Left unnoticed, this could inappropriately mislead and influence the board into a wrong decision, as revealed here as a statement of fact, there is more of the property zoned PR-1AAA than that of PC-1, and that PR-1AAA as explained further has a larger stake in the future of this Historic Property.

Regarding Historic Preservation, the rationale to have PR-1AAA property changed to be zoned as same to a PC-1 scenario would violate Pensacola's Historic Preservation Standards and be seen as a defilement of the historical precedence set forth by ensuring that the City help its citizens ensure the prevention of commercial encroachment, to the interior of one of Our Nation's largest Historical Preservation Districts, North Hill.

There is significant evidence to the previous with nearly all of the blocks along the west side of N. Palafox, that are in the North Hill Preservation District, and even further north, along the North Hill Perimeter, that the blocks are basically one-half PC-1 on the N. Palafox side and PR-1AAA along the

N. Baylen side. This also the scenario all over towns and throughout cities across America and especially with Historic Districts.

These half-block commercial areas act as a cushion to the residential areas, with half residential before followed by whole blocks of residential areas towards the interior. It is very obvious, that the earlier city planners built this in, to protect the neighborhood and neighborhoods throughout the city. It is visibly noticed either walking or driving the neighborhood, and it is evident as seen on Google Maps.

Another concern is the developer's intent to have ten homes, actually, ten 25' to 30' wide 'row-homes', with a five-foot setback. This would literally destroy the integrity of our neighborhood. What was done on the south side of Cervantes in the area known as the 'Court of North Hill' may work there; however, it is not enduring nor historic, and the traffic and parking there is rather hideous.

The other townhomes or row-homes, in the area of North Hill, at the northern intersection of W. Cervantes and N. Baylen are turning into high-density overcrowded living space with little regard to historic preservation standards. The idea of putting multiple townhomes or row-homes in areas that satiate the greed of tax collectors, is not Historic Preservation, yet rather the destruction of what was truly foreseen in the original plans. Focusing on potential PC-1 areas along N. Palafox and respecting PR-1AAA have huge potential tax earnings for the city with diligent, strategic and selective planning.

PR-1AAA as it is defined now, must be retained with its 75' frontage and 30' set-backs.

By retaining PR-1AAA along 1300 Block of N. Baylen Street, will allow for some great construction of approximately 4 homes total along the western 1,5 acres (the N. Baylen side of the road), with two addresses on N. Baylen, one address on W. Lee and one address on W. Lloyd. This approach would be in line with Historic Preservation at its finest.

Therefore, we must all object, 100%, to the developer's application request for rezoning for any additional PC-1 Zoning and his proposal of placing 5 to 10 homes along the 1300 block of N. Baylen Street, in a nationally recognized historic neighborhood.

I truly hope that these items will be considered, and discussed at the upcoming planning board meeting.

I respectfully request that the planning board reconsider any sort of approval that would destroy our Historic Neighborhood and vote 'no' to the rezoning application request to extent PC-1, and to ensure the aforementioned concerns are appropriately resolved, in accord to the highest standards set forth in Historical Preservation Guidelines and to preserve the western 1.5 acres of Block 163 as PR-1AAA.

Respectfully Submitted and Best Regards,

Michael R. Brown Jr.

Major USMC (Ret.)

850-449-4601

Cynthia Cannon

From: m brown <pegasus53a@yahoo.com>
Sent: Thursday, June 3, 2021 12:06 PM
To: Planning Questions
Subject: [EXTERNAL] City Planning Board Meeting June 8, 2021

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Team,

1) Are petitions allowed to be presented to the Board at the meeting; as we have a large number of people signing it and still are unaware of what the issues are that we are petitioning?

And

2) Is there an ability to present a PowerPoint and have the ability to access the Agenda Packet visibly?

Thank you,
Mike Brown
Major USMC (Ret.)

[Sent from Yahoo Mail on Android](#)

June 1, 2021

Dear NHPA President, Suzi Emerson,

We need your support and help to save our homes from encroachment by the new owners of 1301 N Palafox Street.

Many North Hill residents are petitioning the Planning Board of the City of Pensacola to defeat the proposal to change PR-1AAA (residential) to PC-1 (commercial) on the Baylen Street side of the property.

If the zoning from residential to commercial (PR-1AAA to PC-1) is approved, it will signal that the City of Pensacola and the North Hill Preservation Board disregard the intent, nature, and scope of historic preservation which the North Hill Preservation District and community members have consistently maintained since 1972.

Will you please sign the petition, and, please write your support to defeat the proposal, directly to the City of Pensacola Planning Board (ccannon@cityofpensacola.com)?

Sincerely, with our Thanks,

Devin and Daniela Beckwith	1421 North Baylen Street
Mike and Jo Elizabeth Brown	109 West Blount Street
Jennifer Coveny	1515 North A Street
Jo Anne Glesser	20 West Lee Street
Meagan Glesser	400 West Blount Street
Tom Glesser	116 West Blount Street
Susie Ham	17 West Lee Street
Carol Ann Marshall	1313 North Baylen Street
Camelot Marshall	1313 North Baylen Street
Harry and Carol Swinford	1401 North Baylen Street

Neighbors
North Hill Preservation District
Pensacola, Florida

Cynthia Cannon

From: President, North Hill Preservation Association, Inc. <president@historicnorthhill.com>
Sent: Monday, June 7, 2021 3:30 AM
To: Cynthia Cannon
Cc: Leslie Statler
Subject: [EXTERNAL] Rezoning of 1301 North Palafox Street - North Hill Preservation District
Attachments: PK_Yonge_Redevelopment_Existing_Home_Lot_Sizes_NH.pptx;
Deed_restriction_commitment.pdf

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear City of Pensacola Planning Board Members,

The North Hill Preservation Association, Inc. Board of Directors met on June 5th, and at this time, we cannot support the rezoning request for 1301 North Palafox Street.

We have been meeting with Justin Beck and his organization since March 31st about the redevelopment of the P.K. Yonge school property. He has heard the history of the zoning of the property when the school closed, and the block was changed from PR-1AAA zoning to a split zone of PC-1 and PR-1AAA. He learned that this change occurred so that the school building could be converted to office use, but the neighborhood would have protection on the interior from future commercial encroachment. If you review our zoning map, you will see that we have Commercial zoning along the main corridors of Cervantes and Palafox Streets, but that the interior of our neighborhood is zoned PR-1AAA, and PR-2 for residential uses. Upon learning the history of the zoning and the desires of the adjacent residents to prohibit commercial encroachment, the applicant, and members of the NHPA Board of Directors met with the City's Planning Department on June 3rd to review options for variances to the City's minimum lot size, and lot width. We have many homes built on smaller lots than 9,000 sf as evidenced by the attached PowerPoint. City Planners shared that they were unable to use variances to achieve the applicant's goal. Unfortunately, because the City had established a 9,000 square foot minimum lot size for PR1-AAA and PR-2 residential zoning districts, the only way the applicant can build five homes on this site would be for it to be rezoned to PC-1, which does not have minimum lot size for residential homes. Additionally, they clarified that they were the ones who felt that the rezoning route was the only way to achieve the applicant's desire to develop the Baylen Street side of the parcel into single-family homesites.

The applicant has proposed a compromise that would ensure no commercial encroachment into the neighborhood. The applicant has submitted a letter of intent to begin working on creating a five-lot residential plat with perpetual deed restrictions that would prohibit any commercial uses for the Baylen Street side of the property where the five new residential homes are planned.

We appreciate the applicant's willingness to meet and hear from the neighborhood during our May 13th Town Hall Meeting on the project to hear our concerns and develop a compromise. We continue to encourage all residents to share their individual input with the Planning Board and the City Council.

In conclusion, if the Applicant has the deed restrictions on the five proposed residential lots in place by either of the two City Council Public Hearings, we will then offer North Hill Preservation Association, Inc.'s support, as the use of the Baylen Street PR-1AAA exterior parcels will be restricted IN PERPETUITY to residential use despite being zoned PC-1.

On Behalf of the Board of Directors,

Susan Emerson, President
North Hill Preservation Association, Inc.

P.O. 12451

Pensacola, FL 32591
president@historicnorthhill.com

1301 N. PALAFOX, LLC

125 W. Romana St Suite 800 | 850-477-7044

June 5, 2021

Suzi Emerson, President
North Hill Preservation Association, Inc.
P.O. Box 1251
Pensacola, FL 32591

**Dear Suzi Emerson, President
North Hill Preservation Association, Inc.**

As manager of 1301 N. Palafox, LLC I would like to thank you and the board of directors for your work on this project thus far, and I believe our project will be better and more successful because of it.

While it has never been our intention to have any use other than residential in the current PR-1AAA area, we understand that the brevity of the rezoning application created serious concerns about our intentions. Furthermore, with additional review, and feedback, we believe a maximum of ten residential lots (which was initially planned) would not be congruent with the existing neighborhood.

Pursuant to the board meeting which took place on June 2nd, we agree to limit the number of residential lots on Baylen Street to five. These lots will be no less than 60' in width, and all would have rear entry vehicular access via a shared drive with the current PK Yonge building. Further, we agree to record a perpetual deed restriction that prohibits any commercial uses along Baylen St and the area currently zoned PR-1AAA.

As we learned on a conference call with City Staff on June 3rd a variance for changes is not possible, and given the current zoning districts in available in North Hill, a rezoning to PC-1 is the only zoning district that would allow a 60' wide residential lot. If the board is in support of this approach, we would immediately begin work on creating a five-lot residential plat with

above stated deed restrictions, which of course would require additional approvals from the City through the normal development process.

We graciously ask for your support for the approval of our rezoning application contingent upon of the above stated assurances.

Sincerely,

A handwritten signature in blue ink, appearing to read "John A. Bork". The signature is stylized with a large "J" and a circular flourish around the "B".

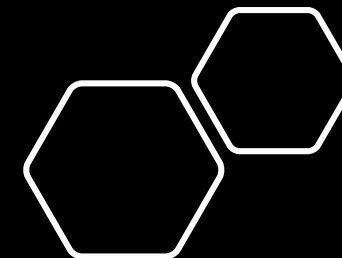
1301 N. Palafox, LLC

**cc: John Trawick
Cynthia Cannon
Stacy Taylor
Melania Nichols**

The following are images of single-family homes within North Hill which would not have been allowed to be built with the City's current restrictions for Minimum Lot Area for residential uses *
A minimum lot width is now 75 feet and a minimum lot area/size of 9,000 for single-family homes.

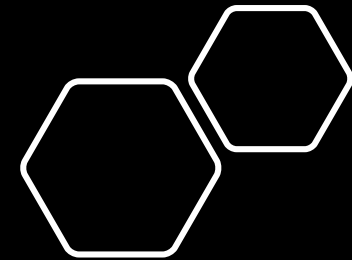
*These are just some of what we have had time to document and will suffice as an example.

*Newer construction was required to go through City Boards and City Council for approval to rebuild where an historic home was destroyed because lots no longer met minimum lot size.



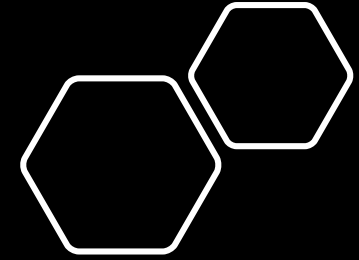
225 West DeSoto

Lot Size: 6,000 feet
Lot Width: 50 feet



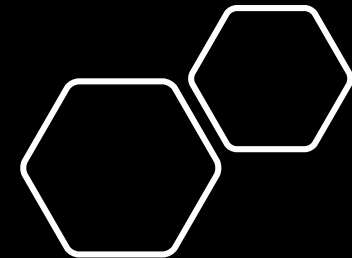
315 West DeSoto

Lot Size: 5,250 sf
Lot Width: 35 feet



317 West DeSoto

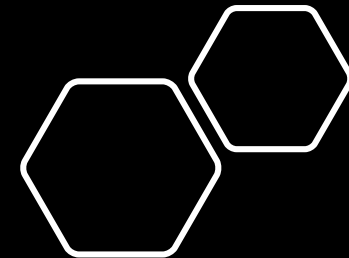
Lot Size: 7,950 sf
Lot Width: 53 feet



319 West DeSoto

Lot Size: 7,950

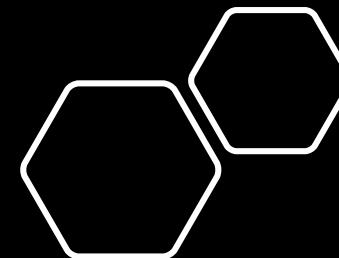
Lot Width: 53 feet



321 West DeSoto

Lot Size: 8,100

Lot Width: 54 feet



411 West DeSoto

Lot Size: 7,025 sf
Lot Width: 61.4 wide

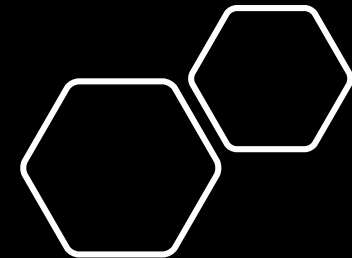
Built in 2003



1010 North Reus

Lot Size: 6,600

Lot Width: 60 feet

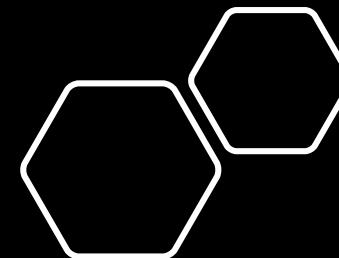


1008 North Reus

Lot Size: 8,250

Lot Width: 75 feet

05.04.2018 12



1000 North Reus

Lot Size: 8,250

Lot Width: 75 feet



301 West Gonzalez

Lot Size: 7,500

Lot Width: 60



418 West Gonzalez

Lot Size: 5,244

Lot Width: 43.7



420 West Gonzalez

Lot Size: 4,956

Lot Width: 41.3



424 West Gonzalez

Lot Size: 4,800

Lot Width: 40



905 North Reus

Lot Size: 7,500

Lot Width: 60 feet



907 North Reus

Lot Size: 7,500

Lot Width: 60 feet



900 North DeVilliers

Lot Size: 3,750

Lot Width: 30 feet

Year Built: 1918

Cynthia Cannon

From: Tom Glessner <glessdog@yahoo.com>
Sent: Monday, June 7, 2021 10:44 AM
To: Cynthia Cannon
Subject: [EXTERNAL] PK Yonge Zoning Change Request

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Planning Board:

We want you to know that 163, the PK Yonge built PR1AAA under the agreement, in order to provide residential houses. That with his plans to build will be very damaging to the

Cynthia Cannon

From: Tom Glessner <glessdog@yahoo.com>
Sent: Monday, June 7, 2021 12:00 PM
To: Cynthia Cannon
Subject: [EXTERNAL] PK Yonge Zoning Change Request-RESEND due to poor transmission

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

June 3rd, 2021

Dear Pensacola Planning Board:

I am opposed to the rezoning request for PK Yonge school, 1301 North Palafox. The back third of the school area was zoned PR1 AAA many years ago to protect the residential nature of the surrounding blocks from the encroachment of commercial ventures.

While the builder told us he was carving out 10 lots to sell (I'm guessing to finance the renovations of the 40 apartments he is planning on putting into the school building), on his application for zoning change, he only states he wants that area rezoned. That would allow for tattoo parlors , barbershops, day care centers, offices and a variety of other uses short of industrial. This intrudes into the surrounding PR1 AAA zoning of the surrounding areas.

I've been in North Hill since 1979 when the area was dangerous and we had to sleep with one eye open because the break-ins were regular- to current day where the neighborhood is restored and well maintained and residential in nature.

The addition of 40 units and the rezoning of the back area would be an "open sesame" to much more traffic and commercial penetration in an area where children can safely ride their bikes and people can still in the evening without worrying about constant traffic.

In addition, the zoning change would go against the Federal historic guidelines about infill construction. When I researched it and it said new construction should be similar in size, density, setbacks and spacing and green area. It also said new construction should not negatively impact traffic flow or patterns.

We have always had to live under very restrictive guidelines in North Hill, because, unlike the East Hill district, the North Hill district is on the National Register and must abide by those guidelines. We have learned to live with these restrictions because we value the core neighborhoods attempt to safeguard these beautiful historic treasures. Our streets are already stressed with current residents because they are so old and narrow. The addition of any commercial zoning would over stress them and cause chaos.

In summary, the current zoning PR1 AAA allows for 4 houses to be constructed on that land and that blends well with the current density of surrounding streets, well, a little on the high end, but still within range. That allows for setbacks and size compatibility with surrounding houses for many blocks in all directions.

The plan to add up to 40 apartment in one small block is already extremely increased density and traffic, but the addition of commercial space on the Baylen Street side is just over the top.

I personally know Carol Ann Marshall (and knew her husband Dr. Marshall) and they were Instrumental years ago in insuring that buffer of PR1 AAA remained. She was on the school board at the time it was sold for the first time and knows all the intent behind the zoning. I understand she will speak at the Planning Board meeting next week. She is a goldmine of information on this topic.

Please consider our position in your decision making. We all have worked hard to make North Hill the showcase it is in representing Pensacola history.

Respectfully Submitted,

Thomas H Glesser

116 West Blount Street
Pensacola, FL 32501
(850)-384-8364

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

Thanks,

Cynthia Redeker
(850) 485-0001

D. J. Searle, III
(850) 485-0002

909 N BARCELONA ST
PENSACOLA, FL

Amy Hargett

From: Cynthia Cannon
Sent: Monday, June 07, 2021 1:29 PM
To: Amy Hargett
Subject: FW: [EXTERNAL] PK Yonge Zoning Change Request

Cynthia Cannon, AICP

Assistant Planning Director

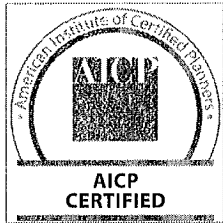
Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435-1670

ccannon@cityofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by

From: Tom Glesser <glessdog@yahoo.com>
Sent: Monday, June 7, 2021 11:38 AM
To: Cynthia Cannon <CCannon@cityofpensacola.com>
Subject: [EXTERNAL] PK Yonge Zoning Change Request

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cindy Redeker
909 N Barcelona St
Pensacola, FL 32501
(850)-485-0001

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

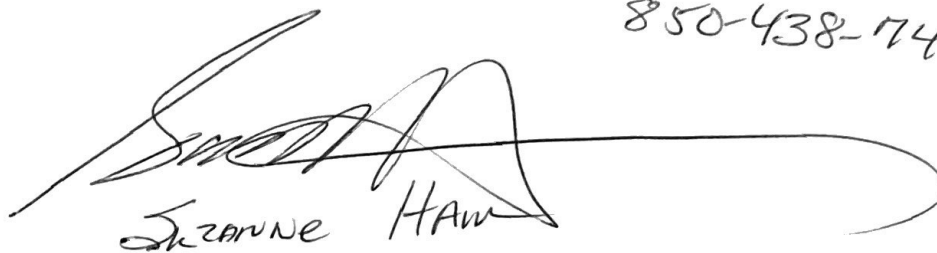
Thanks,


850-444-8888

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

Thanks,


Suzanne Ham

850-438-7465


Walter B. Lagergren Jr.
WALTER B. LAGERGREN JR.

850-438-7465

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

Thanks,

Justin Baker
7468 Briarwood St. Reno, 32506
850-375-2956

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

Thanks,

Ed. Hamer
850-390-1250
#1 West Lloyd

DATE: JUNE 8, 2021

TO: City Planning Board, City of Pensacola, Planning Services, 222 W. Main Street, Pensacola, FL 32502

FROM: Michael R. Brown Jr. and Jo Elizabeth Brown, 109 W. Blount Street, Pensacola FL 32501

SUBJECT: CONCERNS REGARDING THE REZONING AND USE OF 1301 N. PALAFOX STREET, PENSACOLA, FL 32501

Good afternoon (or evening,) my name is Major Michael R. Brown Jr. United States Marine Corps (Ret.) and my wife is Jo Elizabeth Brown. We reside within the 500 foot radius of 1301 N. Palafox Street, block 163, Pensacola, Florida 32501 a.k.a. P.K. Yonge School Property. My family and I invested in a home at 109 W. Blount, one block and around the corner, from the historic PK Yonge School property.

As you know, North Hill, is a nationally recognized historic neighborhood. There are many reasons that an individual or a family chooses North Hill. My wife and I chose North Hill 17 years ago, out of a handful of other historic neighborhoods, across the United States. The reason, that we chose historic North Hill, was not just for the multitude of various architecture of the homes, or the unparalleled craftsmanship, but also for the ordinances, that were set forth to protect this national treasure, from commercial encroachment.

As we all know, Pensacola is booming with new residential and commercial growth, within the city and throughout Escambia County. North Palafox Street, which borders historic North Hill, is a logical and likely direction for continued growth of our beautiful downtown. Along N. Palafox Street, which is the gateway to downtown Pensacola, residents would love, welcome and encourage cafes, boutiques, shops and other commercial businesses development.

We remain committed in stating that we have not wavered with our opposition to the rezoning application. We also want to make it known that we are not represented by any neighborhood board, group, individual or individuals; however, we do stand in solidarity with over 170 plus North Hill neighbors and fellow Pensacolians, petitioning against the rezoning request, or any future changes to the PR-1AAA. We oppose any changes to the property zoning listed at, 1301 N. Palafox Street, Block 163, the historic PK Yonge School Property. It is our desire to retain the PR-1 AAA zoning boundaries as they currently stand today; with no other provisions made to create future sub-divisions, etc.

Discrepancies in the Request for Application are evident in the Agenda Packet posted on-line after the sale of 1301 N. Palafox, block 163. It is noted that the property was zoned PC-1 on the Palafox side, 1.2769 acres on the eastern side; and PR-1AAA, was zoned on the 1.5 acres facing N. Baylen, on the western side of the property, which is the residential side of the block 163, the historic P.K. Yonge property.

Under PR-1AAA, home construction would need to follow the PR-1AAA zoning ordinance as is, with proper setbacks and strict guidelines and with no variances. This allows cohesion and consistency within our nationally recognized historic neighborhood. With that said, Page 34 is seriously flawed and conflicts with Agenda Packet page 36. The two schematics in the zoning

request, regarding what actually is PC-1 versus PR-1AAA, wherein the coloring or highlighted area, is very misleading. It only indicates solely lots, 1-10 as PR-1AAA, as shaded in light blue. Left unnoticed, this could inappropriately mislead and potentially influence the board into a wrong decision and false thinking that the majority is PC-1, which in fact, it is not.

It is certainly evident that more of the property is zoned PR-1AAA than PC-1. We should retain the half block cushion, as this is evident throughout the neighborhood and outside of North Hill, as well. North Hill residents within the 500' feet perimeter of the PK Yonge property, and many other North Hill residents, outside of the 500' foot perimeter are concerned. After review of the outcome of the North Hill Preservation Association meeting, with city planners and Beck partners; the NHPA email dated 6-3-21, at 7:53 pm, it appears that the NHPA acted and spoke autonomously, about a '5 house compromise.' Unbeknownst to us, they did this without contacting anyone from within the 500' foot perimeter, previous to their meeting. It appears that they tried to use our letters to this Board against us regarding PR-1AAA.

We appreciate and are very grateful, for the earlier city planners, and for those still today, along with North Hill residents, who continue to have the foresight and desire to protect our historic neighborhood. We are here today, like those before us, to protect North Hill; specifically, the residential side of 1300 N. Baylen Street, and to retain it as PR-1AAA. We stand against any commercial intrusion or encroachment.

I, Michael R. Brown Jr., and my wife, Jo Elizabeth Brown respectfully request, that the City of Pensacola's Planning Board, understand that we along with 170 plus petitioners, and many North Hill residents, who could not make this meeting today, request your vote in opposition, to the Beck Partners rezoning application request, regarding, 1301 N. Palafox Street, Block 163, the historic PK Yonge property, in becoming PC-1.

If PC-1 is approved, it would set a negative precedent for future commercial encroachment in residential neighborhoods, in North Hill and elsewhere in our city.

We simply ask that you, our City Planning Board, of our beautiful historic Pensacola, to please retain the historic beauty, fabric and integrity of our residential, North Hill neighborhood.

Respectfully Submitted,

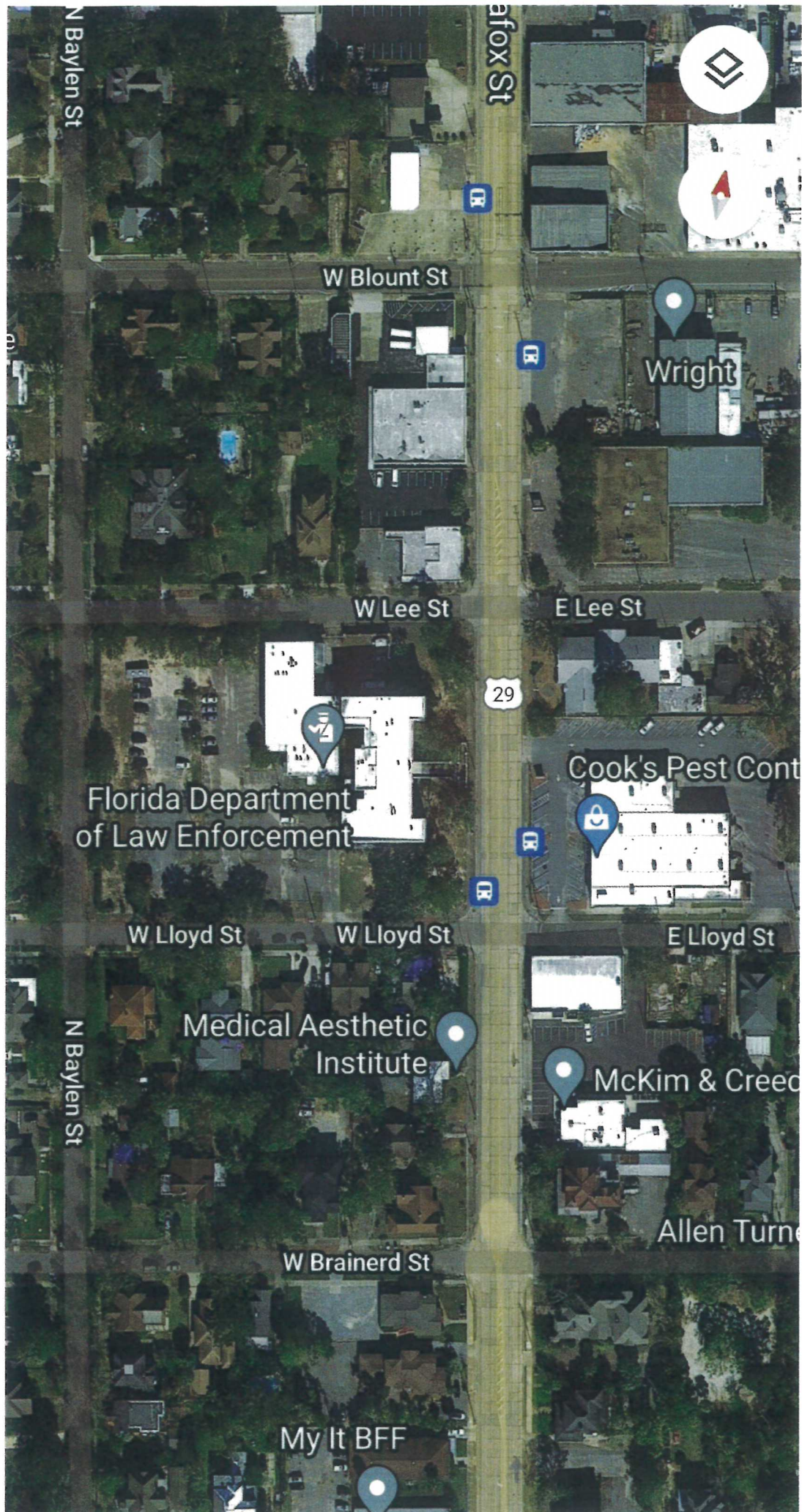


Michael R. Brown Jr.

Major U.S.M.C. (Ret.)



Jo Elizabeth Brown



Good afternoon,

I am Dr. Jo Anne Glessner. I live at 20 West Lee Street, right on the PK Yonge schoolyard. I have been a resident of North Hill since 1975 and my husband and I have lived in and remodeled over 20 houses, so we are really familiar with PR1AAA zoning guidelines.

In the 1970s, Earl Bowden asked me, because of my research background, to join a team to give seminars on Historic Preservation Guidelines to different groups both private and public in the Panhandle area. Historic Preservation was a relatively new concept at the time. Mr. Bowden was a champion of historic preservation and safeguarding its precepts from external erosion. He was instrumental, along with others, in bringing North Hill to life.

He had a favorite theme he called "first to worst"....explaining that the first attacks on preserving historic guidelines in National Historic Preservation districts were the deterioration of inner cities. Explaining that deterioration infused an attitude of non-enforcement in historic districts because of other issues like crime and abandoned storefronts in downtown areas. This was the stage of North Hill in the 1970s-boarded up houses and recurrent crime. We slept with one eye open.

The second part of Mr. Bowden's thesis, he called "the Worst". He said that threat to maintaining the federal guidelines to protect preservation districts would emerge when accelerated growth of the downtown areas pushed cities into trying to nibble away from the outside edges of historic preservation districts in order to provide housing during a heated up growth spurt in these towns. We didn't think much of this portion of his warning in the 1970s-but it is on us now.

PK Yonge school, back when it transitioned from a school to commercial use, was lauded as a great compromise. The historic building was saved and put into reuse and a PR1AAA buffer was kept in place to protect the residential portion of North Hill proper. A variance was given to allow cars to park on the PR1AAA side and the back portion could have been sold as 4 homesites. Everyone who invested in the residential properties in this 3 block area surrounding the school was assured the buffer was ironclad and would provide security and quiet enjoyment of our homes.

All of the properties adjoining the school were PR1AAA and as such, we were required to conform to the cardinal guidelines of the Sec. of the Interior related to historic preservation. Over the years, many times it put both a financial burden as well as a limitations on use burden on all of the homeowners based on PR1AAA zoning, but we felt the district was worth protecting.

Before I address the guidelines that rezoning will destroy, I would like to correct some misperceptions in the developers application. This is a drawing that they submitted leading us to believe that almost the entirety of the block was already zoned PC1 and only the narrow strip along Baylen was the rezoning area in question. Looking at the actual survey of block 163, the PK Yonge site, we see that greater than 50% of the block is zoned PR1AAA. Less than 50% is zoned PC1.

The Sec of the Interior's guidelines list distinct items that should be applied to new construction or infill. These key items to be applied to any new construction within a nationally recognized historic district include, whether residential or commercial:

1. Uniform setbacks: creates a street wall that is essential to preserve the character of the historic district. New construction should respect the street line of the existing neighbors.

PC1 zoning change would remove this restriction and allow building with no setbacks, unlike anything on the surrounding blocks in North Hill.

2. Floor/Area ratio: dividing the sq footage of structure by the square footage of the lot to keep proportions of surrounding structures in balance with new construction.

This will be lost with PC1 zoning.

3. Alignment, rhythm and spacing. Effect that new construction will have on the existing block patterns- greenspace, width and side and backyard setbacks relative to adjoining blocks design

PC1 zoning will remove this guideline.

4. Density- as you can see by this map of the North Hill district, there is very low density in the entire area. 3-4 houses or less is the norm. On the blocks surrounding the school we only have 2 residential homes on Lee St., 2 on Baylen and 3 on LLOYD street.

Rezoning to PC1 will lose control over the density of this space. It's current PR1AAA allows 4 homes to be built, which is in keeping with the surrounding streetscape density.

5. Height and width: as with the other new construction guidelines in historic districts, this one will also be removed with rezoning.

In summary, all of the guidelines put in place by the Sec of Interior to protect historic preservation districts from encroachment of inappropriate structures, will be totally eliminated by the loss of PR1AAA zoning and the surrounding homes and their families will be adversely affected by density, setbacks and spacing issues that can never be corrected.

Unfortunately, PC1 zoning in Pensacola, as it is now written, does not offer historic guideline protections that other cities have built into their zoning codes. This is a shame because it forces us to try to preserve PR1AAA as our only option to protect the residential heart of North Hill from the loss of these protections that other cities have implemented.

The developer purchased this property knowing that more than half of it was zoned PR1AAA. The developer also stated he wanted to sell off the rear lots and he was not going to build there. The problem exists that instead of selling them off with historic guidelines on density, setbacks and spacing intact, he has stripped them to the barebones and is able to sell them under PC1 zoning permission.

The developers have ask for blanket PC1 rezoning without specifically, in contract or legally binding form, restricted the possible abuse of this PC1 zoning. Neighbors have no security that his promised development will happen in the one of the several versions he has offered for carving up and selling off the back lots. If something were to happen to the partnership after rezoning, a new owner could do just about anything to that block.

PC1 rezoning strips North Hill of any voice in the development of that land other than the ARB approving the architectural aspect of the planned structure.

Please don't allow this damage to the heart of our historic district. If PC1 zoning could be revised to preserve the National Historic guidelines for new construction, like many other cities have done, this zoning would become a better friend to the North Hill historic district.

Rezoning outside the Palafox business corridor opens up the spreading of this rezoning to proximate properties. We have PC1 zoning at the end of our block on Palafox. Would this open the way for others to rezone our houses to benefit from the extra land? Or is this just spot rezoning? We all will still be held to PR1AAA guidelines, yet 20 ft away across the street, our

neighbors are free of those restrictions. The developer will be given the right to strip them away before sale.

The developer has asked simply for PC1 rezoning, he is not legally bond to honor any verbal assurances he might have made about his intent. Once he achieves his goal of rezoning most of the block, he can do whatever he wants.

Preservation Commercial Zoning was originally designed to work with the Seville Historic District, commercial in nature, not designed to meld with the historic zoning of a strictly residential neighborhood like North Hill. We have almost no PC1 zoning.

Please say no to this rezoning under the current PC1 form. It damages our historic district on so many levels. It opens a Pandora's box . PR2 zoning would have been a better, less abrupt option or just leaving the existing zoning and selling off the current 4 lots.

As Earl Bowden explained: subdivisions normally have natural boundaries that protect them from encroachment by commercial or over building. Historic districts like North Hill, that developed in the inner city have none. They are fragile and very vulnerable to intrusions. The National Register and its guidelines provide the only shield for these historic landmarks....but it is up to the cities to safeguard that protection.

I beg you to help protect this valuable treasure in our town...

Thank you, Dr. JoAnne Glesser
20 West Lee
North Hill Preservation district

June 8, 2021

Good afternoon.

My name is Carol Swinford. My family and I live at 1401 North Baylen Street. We purchased our home in 1991, 30 years ago. Our home is located on the corner of Baylen and Lee and diagonal from Block 163, it is therefore within the 500-foot radius of this block. The North Hill Board did not contact us and we disagree with the board's decision.

In the late 1980's we moved to the neighborhood and lived on Strong Street. My husband had grown up in the neighborhood across the street from Hopkins Boarding House. He attended PK Yonge as a child along with his six brothers and sisters.

Once back in North Hill, we then decided that we wanted to make an investment in the neighborhood because of its historical nature. We were confident in the historical significance of this neighborhood and that it would be preserved and respected due to the approval by the City Council of the boundaries of the North Hill Preservation District in 1973 and in 1983 the neighborhood was added to the National Register of Historic Places.

When we purchased our home, we were aware that the PK Yonge building was vacant and had been for a number of years. We also understood that in the future the school could be redeveloped. My husband and I bought our home because the back portion of the PK Yonge block on Baylen Street from Lee to Lloyd Streets was zoned residential. We were confident that the borders and zoning of the North Hill Historical Preservation District would keep us safe from any danger of commercial encroachment.

We were shocked when we learned that the residential zoning was in jeopardy of becoming commercial. The current zoning PR-1AAA allows for four homes to be built on this block which is consistent with the neighborhood standards. We do not believe that the zoning change to commercial PC-1 will be beneficial to our historic neighborhood; in fact, we believe it will be detrimental to the neighborhood and its preservation.

My family would appreciate your consideration and protection by not allowing this residential zoning to become commercial.

Thank you for your time.

Please add this letter to the minutes for this hearing.



Carol Swinford
1401 N. Baylen Street
Pensacola, FL 32501

June 8, 2021

Good afternoon, Ladies and Gentlemen.

I am Carol Ann Marshall.

Thank you for permitting me to speak with you today about the property, 1301 North Palafox Street, Block 163.

In 1964 my family moved into our home at 1313 North Baylen Street, which directly faces the back of the former P.K. Yonge School property. This location provided a home, a school that our children could walk to, and a short distance to my husband's office.

I respectfully ask you to deny the requested zone change on Block 163 from PR1-AAA to PC-1.

Let me explain why:

There is history that most in the room may not know involving our current Preservation District. The idea for preservation did not begin with protection of beautiful historic homes in a safe neighborhood, but rather with our North Hill neighborhood's empty houses and damaged buildings, people fearing crime encroachment, a child picking up a loaded gun in his yard, a rape of an elderly lady, the illicit drug shop on Lloyd Street trafficked by the entire county. And yes, beautiful historic homes.

My late husband and I are among the founders of the North Hill Preservation District. As founders, our small group decided to attempt a correction of our declining neighborhood. We would protect the beauty of our residences and try to decrease crime. We canvassed the neighbors to ascertain concerns and needs to carefully design and diagram the Preservation District, as shown in this map.

In 1972, after the proposal was successfully defended to the City of Pensacola, our document for the North Hill Preservation District was approved as written, which includes Block 163 -- confirming PC-1 on the Palafox Street side and PR-1AAA on the Baylen Street side of the property.

Also, the document states that the exterior of buildings can no longer be changed unless reverting to their original construction and attributes. Today, we continue to abide by the current rules.

In the early years of the District, several residents requested rezoning of a home or business that could result in encroachment. We held firm to our District lines, and each time a similar planning committee made a recommendation to maintain the zoning, the City Council approved the recommendation. Through these 49 years, the City has continued that support, by providing variances which have allowed us to keep our chosen zones.

P.K. Yonge Elementary School was built in 1921 on Block 163. For many years, a fine education was provided to all who attended. In the late 1970's, I voted with the other members of the School Board of Escambia County to close P. K. Yonge School because of declining enrollment and other issues. Although the building was immediately offered, neither the City of Pensacola nor Escambia County were interested. In the early 1980's since no buyers had appeared, plans were underway to demolish the building.

1985. Enter a gentleman interested in the purchase, a law firm is involved, and the final purchase made by a Boston Firm, the immediate past owner. For 25 years, this building is being rented to the Florida Department of Law Enforcement (FDLE).

Instead of a zoning change to the property, a waiver was granted by the City of Pensacola to allow the required parking for the new use of the building. The Baylen Street side of the property remained PR-1AAA.

On the rezoning application form, submitted by the new owners of 1301 North Palafox (P.K. Yonge), it states that the reason for the requested rezoning is: "To have all property zoned in same district and to have compatible use across the property."

Please note that the current developed property is on the same block with "compatible use across the property."

We request that this rezoning application be denied, and the current zoning PR-1-AAA on the Baylen Street side of the property be retained.

To rezone the property as PC-1 is a short-sighted solution without giving pause to the long-term damage and vulnerability for adverse encroachment that the North Hill Preservation District will be subject to. Who's not to say a gas station or beauty parlor will not appear, when the new owners decide to sell the property along Baylen Street?

We like the zone restrictions, chosen in 1972 to protect ourselves from unpleasant encroachment and to protect the historic value and beauty of our homes. We have enjoyed this protected zoning for the past 49 years with constant support from the City of Pensacola leaders. These are the rules we chose to live by, and we invite all new neighbors to do just that: live by our current rules which **do allow** investment and development **without changing** zones. Zone change has never been necessary and **definitely not now.**

With pride and humility, I bring our petition to you. 172 neighbors say:

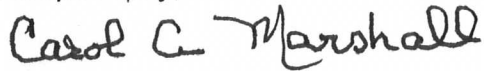
WHEREAS THE ZONING REQUEST TO CHANGE EXISTING PR-1AAA TO PC-1 IS STATED, "TO HAVE ALL PROPERTY ZONED IN SAME DISTRICT AND TO HAVE COMPATIBLE USE ACROSS THE PROPERTY," WE THE UNDERSIGNED DO HEREBY DECLARE OURSELVES IN OPPOSITION TO THE PROPOSED ZONING REQUEST CHANGING LOTS 1 THROUGH 13 AND 28, 29, 30, BLOCK 163, BELMONT TRACT, FROM PR-1AAA TO PC-1, AND, WE ASK THAT THE

**PROPOSAL BE DEFEATED BY THE PLANNING BOARD OF THE CITY OF
PENSACOLA.
THANK YOU.**

We may or may not agree with the new owners' projected plans, but we emphatically agree that whatever they design or sell MUST MATCH PR-1AAA on the Baylen Street side of the property.

Thank you very much for listening to my information and thoughts.

Respectfully,

A handwritten signature in cursive script that reads "Carol C. Marshall".

Carol Ann Marshall

Please include my printed comments and attachments to the minutes of this Planning Board Meeting, June 8, 2021.

Thank you.



MINUTES OF THE PLANNING BOARD
June 8, 2021

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Murphy, Board Member Powell, Board Member Sampson, Board Member Wiggins

MEMBERS ABSENT: None

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Senior Planner Statler, Planner Hargett, Network Engineer Johnston, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris

OTHERS PRESENT: Stephanie C. Wilhelm, Maggie Swinford, James L. Gulley, Whitney Jeleniewski, Patrice Jehle, Justin Beck, Jerry Newton, James Skinner, Carol Ann Marshall, Stan Taylor, Sammy Luken, Sandra Scott, Robert Houghton, Harry Swinford, Hannah Domoslay-Paul, Ed Hansen, Todd Harris, Christopher Gay, John LaPlante, Dan Bowen, Danny Garland, Michael Dawson, Casey Bobe, Barbara Everhart, John Trawick, Christopher Thom, Mario Wilhelm, Mike Haytack, Philip Partington, Lisa Mead, George Mead, Justin Beck, Jonathan Connell, Grant McGinny, Tia Booth, Tom Linke, Lisanne Merrill, Dennis Kohli, Rita Kholi, Bobbi Godwin, Patti Salvaggio, Kathleen McBride, Rachel Traham, Jo MacDonald, Margaret E. Rhea, Carrie Webster, Leslie Vilardi, Major Michael Brown, Jr., Jo Anne Glessner, Daniela Beckwith, Tom Glessner, Ed Wondus, Jenny Coveny, Jamshid Kholdi, Carol Swinford, Suzanne Ham, Isabel Miner, Councilperson Myers, Jennifer Wasilenko (phone), Devin Beckwith (phone), Michael Dawson, Kelly Hagen, Patrick Q. Dunn, Guy Miller, Chris Schwier, Daniel E. Bowen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from May 11, 2021.

New Business:

- Request for site Plan Approval – 1201 Cypress Street
- Request for Zoning Map Amendment for 1301 N Palafox Street
- Request for Preliminary Plat Approval – Javelin Landing Subdivision
- Request for Preliminary Plat Approval – Whispering Creek Subdivision
- Requests for a Variance to Section 12-3-12(2)E Redevelopment Land Use District – 662 Aragon Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:05 pm with a quorum present and explained the procedures of the partially virtual Board meeting including requirements for audience participation.

Approval of Meeting Minutes

1. **Board Member Larson made a motion to approve the May 11, 2021 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

New Business

2. Request for Site Plan Approval – 1201 Cypress Street

Chairperson Ritz explained the rules for a max density bonus of 10% (16.5 units) for Superior Site Design per Section 12-3-109. He advised that the Board has the final say on this agenda item. Anything dealing with green building design or construction for high efficiency appliances, etc., would come under Chapter 14 of the Code under the purview of the Inspections Department. It was determined the Planning Board was the first step in the process, and nothing had been submitted to the Inspections Department.

Brian Spencer presented to the Board and stated there were no requests for height or setback variances. He distributed the SCAPE plan which provides more public access to the water for the Board's consideration. The height requirement was within C2 and C3 zones. Board Member Wiggins stated the biggest neighborhood concern was Cypress Street handling the increase in traffic. Mr. Spencer believed having streetside buildings as opposed to large setbacks with entrances helped slow traffic and enhanced the pedestrian friendly environment. He pointed out this road was safer than Bayshore with no curbs or sidewalks. He also advised Mr. Wagley had suggested they provide on-site bike parking; additional parking for drivers contradicted what they were proposing. He also noted more projects like this one provided the funding for the complete streets approach.

Mr. Bobe was concerned about the increase in traffic and the infrastructure available to support a structure of that size since there were flooding issues surrounding that area.

Mr. Bowen was concerned with the density; it was determined the Board was dealing with 165 units by right plus the requested 16.5. Staff advised if the applicant were asking for affordable housing, that would go before the Board as well, but they had chosen not to pursue that. The other density for 25% bonus would be through the Building Inspections

Department.

Mr. Schwier, President of the Sanders Beach Neighborhood Association, stated their primary concern was the speeding issue within the neighborhood especially around the curve of F Street. He suggested that if this project moves forward that a traffic study be initiated prior to the project being approved in order to address traffic calming.

Mr. Miller advised the intersection of E Street and Main was a primary exit to downtown, and there were traffic issues during rush hour. The intersection of Cypress and Pace had no light or stop sign going out and was quite dangerous because of on street parking on Pace Street. Without remediation, this could result in a potential increase for traffic and pedestrian accidents. The infrastructure of the neighborhood was quite old, and he was uncertain it could handle the new project. He explained the project as proposed could result in decreased property values and believed the project should be tabled until some traffic, safety, and resident impact study was done, and appropriate remediation designs were produced and shared with the residents.

Mr. Dawson advised the design of the project was gorgeous, but traffic in Pensacola had increased in the last five years, and that was a concern. The former multi-residential buildings had three entrances as opposed to the planned one entrance. He felt all the concerns were valid and agreed some sort of traffic study would be fantastic.

Mr. Dunn was concerned that once the traffic was out of control, they would want a back way into the project to relieve some of the pressure on Cypress; they would then try to open up D Street as a back entrance.

Ms. Hagen stated the light at E Street and Main needed to be assessed with turn lanes, etc., and if we were to be a pedestrian and bike friendly neighborhood, there were dangers presented with this additional traffic.

Mr. Spencer stated the significant ad valorem taxes would help fill the coffers of the city to enhance the streets, streetscape, and safety, and having the streetside building along the curve of Cypress Street would help reduce speed. Increasing sidewalks along Main Street to the west would also help in pedestrian safety. He explained the ownership of the easement would be responsible for maintaining the promenade, but it was a public access promenade meant to link with other promenades in the SCAPE masterplan. He also indicated they were not planning to open D Street. He stated they intended to use a combination of semi-permeable pavers and gravel to reduce stormwater runoff. He explained the State had a rigorous set of hurricane compliance building codes, and all of those requirements would be checked by the Inspections Department, and all habitable spaces were above the flood plain. He explained with this project, residents would now have an unimpeded access to the waterfront.

Chairperson Ritz appreciated the easement access path from the public sidewalk down to the waterfront. Board Member Wiggins stated she could relate to the traffic issues in the neighborhood, but the Board only addressed the 16 additional units; staff advised the developers would work with several departments to address traffic issues. It was noted consulting their Council person would be an avenue to pursue.

After further discussion, Board Member Grundhoefer made a motion to approve seconded by Board Member Powell, and it carried unanimously.

3. Request for Zoning Map Amendment for 1301 N Palafox Street

Chairperson Ritz again explained the procedures of the partially virtual Board meeting including requirements for audience participation.

Chairperson Ritz explained the uses for the PC-1 zoning. Assistant Planning Director

Cannon advised this property was currently split zoned between PR-1AAA, North Hill Preservation Single-Family Zoning, and PC-1, North Hill Commercial Zoning. The applicant was proposing to amend the zoning district in its entirety to PC-1.

John Trawick, attorney for the LLC, explained the request was to take the P.K. Yonge building and turn it into multifamily apartments. The plan was to sell five residential lots on the east side, with backloaded garages, access driveway with shared space with the apartment complex, and no traffic coming onto Baylen. The current zoning allows for four lots on Baylen Street. The PR-1AAA requires a minimum area of 9,000 sq. ft. which means each lot would be 120' deep which would make them encroach on the parking area necessary for the apartments; the PC-1 zoning would allow other uses which some objected to. They had asked to leave it PR-1AAA and seek a variance on the lot depth, but that was not an option. The applicant was agreeable for use restrictions to ensure these lots would not be used for anything other than residential purposes. Chairperson Ritz explained the Board was not concerned with what the owner would or would not intend to do but was strictly considering the zoning change from PR-1AAA to PC-1 and could not place requirements on that zoning change.

Ms. Marshall indicated the building had been rented by the FDLE for 25 years, and a waiver of parking was allowed for the new use of the building, with the Baylen side remaining PR-1AAA. She requested that the rezoning be denied and the PR-1AAA designation be retained. She explained the designation of PC-1 would give long-term damage and vulnerability for adverse encroachment the North Hill Preservation District (NHPD) would be subject to if the new owners decided to sell the property. The NHPD had enjoyed the protection of this zoning district with constant support from the City leaders. She provided a petition with 174 signatures in support of denying the zone change request.

Ms. Ham explained the people of NHPD had invested in their properties for their own dreams and asked the Board to reconsider changing the zoning of North Hill and to let it remain the same. She indicated she had not been noticed for this modification. Chairperson Ritz advised no decision had been made at this point to change the zoning designation, but that would be determined after Board deliberations and a vote.

Ms. Swinford advised the NHPD did not contact her regarding this request. They had purchased their home and were confident that this neighborhood and its boundaries would be preserved and respected and did not feel the change to PC-1 would be beneficial to this historical neighborhood and asked that this request be denied.

Mr. Kholdi explained this neighborhood was not only aesthetically historical but also a commercial asset to the city of Pensacola and a treasure to be preserved. Rezoning would chip away from the foundation of this neighborhood which is nationally known and a good source of income from visitors.

Ms. Coveny was also against the proposed zoning change.

Mr. Wondus was thoroughly against the zoning change because it set a precedent for other developers to potentially encroach into the neighborhood; he pointed out intentions and promises had been broken in the past.

Mr. Glessner stated he was opposed to the zoning change since this neighborhood was on the National Registry of Historical Places because it was worthy of preservation with its historical significance. Rezoning to PC-1 allows the developer to strip away all of the protections of that registry and preventing the new construction which destroys the historical aspect of the neighborhood. Chairperson Ritz explained by right on a zoning split, the developer was allowed to request the PC-1 be zoned into the PR-1AAA.

Ms. Beckwith concurred with the previous speakers and appreciated the goodwill of the

new owner, but once the zoning change happened, the laws would also be changed over time. She chose to live in North Hill because it was historic and family oriented and was against the zoning change.

Ms. JoAnne Glessner had worked with Earl Bowden on behalf of the historic districts. She pointed out the P.K. Yonge building was restored and placed into use with the zoning in place to protect North Hill; variance was given to park on the PR-1AAA side. She pointed out that the PC-1 designation would change the setbacks, floor area, density, as well as height and width.

Mr. Brown stated his family chose North Hill not only because of the architecture, but also the zoning in place. They wanted to retain the PR-1AAA and not allow commercial encroachment. They wanted to see downtown continue to move forward through North Palafox but referenced the 174 signatures on the petition in addition to the 20 signatures he had acquired against the rezoning.

Ms. Wilhelm was opposed to this project. She referenced a zoom presentation where the builders stated they were not home builders and that they planned to sell the property in question – proposing to sell commercial property. If the property was rezoned as commercial, there was nothing to hold them to any of their intentions. To rezone this area would set a precedent; the North Hill residents had fought hard to protect their investments, and they did not want commercial encroachment into their neighborhood.

Ms. Vilardi stated North Hill preserved what was unique to their neighborhood which included the density, zoning, and uses. She explained they wanted investment and development in North Hill, but they wanted responsible development which looks at current zoning and fits in; they wanted to protect the integrity, the unique character, and the downtown development. They felt this particular property was set aside as a buffer against commercial zoning.

Ms. Jeleniewski explained the lot in question was buildable as a residential lot; rezoning for financial gain was not a viable reason.

Ms. Haytack stated her family appreciated the historic nature of the neighborhood and respected the guidelines of North Hill and was against the rezoning.

Ms. Domoslay-Paul stated she had seen the impact of an area zoned commercial being built up for residential use which produced traffic, trashcans blocking the street, and difficult deliveries and did not feel this was compatible with North Hill.

Mr. Mead advised there was no undoing of downzoning into the historical zone in North Hill; it would set a precedent contrary to the original intent of this historical district. He explained PC-1 did not limit the developers to residential, and whoever bought the property was not bound to build residential. There was no evidence of an enforceable development agreement with the City; he pointed out this was spot zoning by another name. He suggested conditional use as an option and also advised we needed transitional zones to make a project like this work.

Mr. Beck, the applicant, explained they did not want to rezone but were advised by staff they needed to rezone in order to accomplish their project. He pointed out a mistake in the survey map; initially they considered 10 homes using the existing lot lines, but this amount was too many; after considering the neighborhood, he agreed five was more appropriate. They planned to deed restrict the lots for residential purposes and intended to keep the P.K. Yonge structure as a historical redevelopment. He did not feel there would be an increase in automobiles from the FDLE parking already in place. He pointed out the project would still need ARB approval as it moved forward.

Mr. Beckwith spoke by phone and opposed the rezoning. He explained the developers

had expressed their desire to invest in North Hill, however, they would not be the ones to build on the spot, and their reassurances were not enough to prevent commercial encroachment; it would also set a precedent that portions of North Hill were not as vital as others.

Ms. Webster also opposed the rezoning.

Ms. Wasilenko spoke by phone and opposed the rezoning.

Mr. Trawick stated the use restrictions would absolutely restrict the use of the five proposed lots to just residential with no commercial use allowed. The current use now with 120' lot depth would allow four new homes. The homes would be hard to sell with the parking lot abutting them. The developer proposed to use a historical architect; the intent was to breathe life back into the 100-year-old property in a manner historically consistent and to take the back portion of that property and develop it in a way consistent with the use, putting those funds back into the historical building.

Assistant City Attorney Lindsay clarified that it was understood what the developers' intentions were, but the Board's decision could not include a condition that they carry out their intentions. Chairperson Ritz offered that he was opposed to the zoning change. Board Member Wiggins who lives in East Hill had observed old buildings being deserted and becoming a habitat for all sorts of creatures. She understood the concerns of the neighborhood and thought the idea of adding new development was good; the developers wanted to see vitality back in the neighborhood and had engaged historical architects for the project, and she was in favor of the rezoning. Chairperson Ritz agreed once buildings become vacant and begin to deteriorate, they cause the neighborhood to degrade. While he wanted vitality in all neighborhoods, he still could not support the zoning change because by right it could permit all the other uses to be allowed on that street. Board Member Powell understood the historical importance of North Hill but felt there were options that could make the project happen but was opposed to the rezoning. Staff advised that Mr. Beck had hoped to obtain a variance, but the Code did not allow him to seek relief from the design standards, and he defaulted back to the rezoning. Historic Preservation Planner Harding advised that according to the ARB, new construction was not confined to the design of historic structures, however, it must be complimentary to the existing historic structures in the historic district.

After further discussion on transitional zoning, **Board Member Grundhoefer made a motion to deny with a recommendation to Council that they consider transitional zones for this particular case, seconded by Board Member Murphy. The motion to deny carried 5 to 2 with Board Members Wiggins and Larson dissenting.**

4. Request for Preliminary Plat Approval – Javelin Landing Subdivision

The applicant requested to postpone until the July 13, 2021 Board meeting. **Board Member Wiggins made a motion to accept the postponement, seconded by Board Member Sampson, and it carried unanimously.**

5. Request for Preliminary Plat Approval – Whispering Creek Subdivision

Geci & Associates is requesting preliminary plat approval for Whispering Creek Subdivision located adjacent to Whispers at Cordova Phases I & II. This is a resubmittal of the preliminary plat which was approved by the Planning Board in September 2019. Per Section 12-7-3 a final plat shall be submitted within one-year (365 days) of the date of the approval of the preliminary plat. The final plat for Whispering Creek was not submitted within this timeline and therefore is back before the Planning Board for review.

Mr. Connell presented to the Board and stated they had received approval before COVID and were submitting the same subdivision plans to begin the project. Chairperson Ritz explained this was a preliminary plat approval. He restated the entry point was from the Target parking lot; Mr. Connell stated they had deeded access through the shopping center into the property. It was determined staff had routed the request through the appropriate departments for review.

Board Member Murphy indicated that she and Board Member Grundhoefer had asked that the applicant return with a better plan for storm water retention, not allowing drainage from 20 lots into Carpenters Creek; there was no update from the hydrology report. Mr. Connell advised he had developed the Whispers first and second addition with a holding pond which took care of the first and second phase of the Whispers and the entire property that was being submitted to the Board. He explained the City Engineer had approved these plans, and the draining was not going into Carpenters Creek; if there was any damage to the holding pond after a hurricane, they would be glad to look at it, however, the pond was maintained by the City of Pensacola who advised it met the appropriate standards and would not enter Carpenters Creek.

Mr. Geci, the engineer for the project, stated he had examined the pond to find it dry, and it was designed for more impervious area than they were proposing; they had also established inlets and catch basins to collect the water and distribute it to the pond. He emphasized the storm water system in place was over designed for what they were proposing; the outfall for the subdivision drains into that pond. Board Member Murphy was concerned the pond might not hold the water for a 100-year event; she felt it would be appropriate to eliminate the two lots at the bottom of the grade and construct some type of green space or swale. Mr. Connell explained the holding pond was up to Code and maintained by the City. The property itself was designated C-2, but he was committed to residential homes.

Mr. Linke, President of the Whispers Homeowners Association, stated they wanted to be helpful to the developer by offering documentation to provide any needed utility access.

Councilwoman Myers offered she had visited this pond and noted the severe erosion; she had personally filed complaints with Code Enforcement and Public Works regarding this pond to ensure it was properly maintained, was functional, and was not eroding.

Board Member Wiggins made a motion to approve, seconded by Board Member Powell. Board Member Grundhoefer remembered Lot 16 could be eliminated and a bioswale or something that would collect the water could be constructed to slow down the water. Mr. Connell stated they were constructing a 10' retaining wall on the low side and leveling the dirt to get the property as level as possible so the water would be moving at a slower rate. Board Member Larson thought the Board was setting a dangerous precedent with a subdivision not coming out to a public street which would mean the developer would need to maintain the existing roads and the City had access to private property. **The motion then carried with Board Members Grundhoefer, Larson, and Murphy dissenting.**

6. Requests for a Variance to Section 12-3-12(2)E Redevelopment Land Use District – 662 Aragon Street

Scott Sallis, DSA, is seeking a request for a Variance at 662 Aragon Street to erect a new detached garage 2'1" from the property line in Aragon Subdivision. Allowing the garage to be pulled away from the property line on both sides would allow for a gable roof with eaves to match the direction of a new gable parapet at the residence's new addition as well as

other properties in the area.

Chairperson Ritz advised the Board was now in a quasi-judicial mode and read the variance criteria for consideration. He also explained the Board's decision was final; if the applicants did not achieve the desired outcome, they would need to consult the First Judicial Circuit Court of Florida within 30 days.

Mr. Sallis addressed the Board and stated they had spent time answering questions from the neighbors. He stated this was the last structure on the block in the Aragon code, which demanded the structure be built on the property line; they thought the much simpler approach would be to pull the carport off the property line and build a simple structure that would allow the water to be kept off the neighbor's property, taking rainwater to the alley. Chairperson Ritz asked what was special to this property, and Mr. Sallis stated there was nothing special except it was the last structure which meant the request failed on criteria No. 1. Mr. Sallis pointed out the Aragon code was very unique, with each section within the Aragon code being even more unique and restrictive; they thought since it was the last structure on the block, it might make sense to not abide in it and build a simpler structure with a more friendly solution to rainwater. They looked at it with the intent to manage roof water. It was noted that the special condition resulted from the actions of the applicant in criteria No. 2. It was also noted that the variance request did grant a special privilege that was denied to others in the same zoning district – criteria No. 3. Chairperson Ritz explained the conditions had to be peculiar to this piece of property, and he felt there was nothing special with this lot from the lots on either side, and being the last on the block was not a true special condition.

Board Member Wiggins made a motion to deny the request, seconded by Board Member Sampson, and it carried unanimously.

Open Forum – None

Discussion – Board Member Wiggins announced this was her last meeting, and it had been a true pleasure serving with each member. It was determined new members would be elected by the Council in their next meeting.

Adjournment – With no further business, Chairperson Ritz thanked the Board for its patience and adjourned the meeting at 6:10 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board



1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Current Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAYLEN ST

PC-1

R-NC

W LLOYD ST

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021



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

L:\GIS\Map_Archives\Planning\Zoning\FLUChanges\1301_N_Palafox\CurrentZoning.mxd

PENSACOLA

FLORIDA'S FIRST & FUTURE



1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Current Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAYLEN ST

PC-1

R-NC

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021

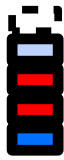


This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only.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

L:\GIS\Map_Archives\Planning\Zoning\ZoningFLUChanges\1301_N_Palafox\CurrentZoningAerial.mxd

PENSACOLA

FLORIDA'S FIRST & FUTURE 435



1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Proposed Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAILEN ST

PC-1

R-NC

W LLOYD ST

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021



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

L:\GIS\Map_Archives\Planning\ZoningFLUChanges\1301_N_Palafox\ProposedZoning.mxd



1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Proposed Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAYLEN ST

PC-1

R-NC

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021



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

L:\GIS\Map_Archives\Planning\Zoning\FLUChanges\1301_N_Palafox\ProposedZoningAerial.mxd

PENSACOLA
FLORIDA'S FIRST & FUTURE



Memorandum

File #: 21-00540

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

REQUEST FOR AUTHORIZATION TO EXPEND TREE PLANTING TRUST FUND MONIES - HURRICANE SALLY DAMAGE - PURCHASE, PLANTING, AND MAINTENANCE OF TREES IN SPECIFIC PARKS

RECOMMENDATION:

That City Council authorize the use of Tree Planting Trust Fund monies to purchase trees to be planted and maintained within specific parks, to be determined by Geosyntec Consultants, Inc. in conjunction with the Parks and Recreation Department not to exceed \$150,000.00. Further, that such authorization includes hiring of a tree service company to plant and maintain planted trees for a period of time determined necessary to establish the planted trees. Finally, that City Council authorize the Mayor to execute all contracts, related documents and take all related actions necessary to complete this project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On January 25, 2021 the City's Parks and Recreation department issued a purchase order to Geosyntec Consultants, Inc. to develop a tree planting plan for those lost through Hurricane Sally. The plan consists of two phases, the first targeting seven parks throughout the City, one per district; and the second, planting trees in more locations throughout the City. Geosyntec has consulted with various agencies such as the UF/IFAS Extension in Escambia County and provided some soil testing to ensure the right tree is planted in the right place.

This project is to refurbish those trees which were lost during Hurricane Sally. However, it is not eligible for FEMA funding. The City paid to have the trees removed and has applied to FEMA for reimbursement of the funds expended to have the trees removed. FEMA does not fund tree refurbishment. Phase 1 was completed earlier this year, which covered 7 parks, 1 per district. The cost associated with the Phase 1 tree purchase and installation is a part of this request.

Geosyntec was hired to conduct the analysis and is being paid separately in the amount of \$56,334 from the General Fund and the American Rescue Plan Fund.

Please see the attached list of park locations and quantity of trees to be replaced.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 529,782.63 Tree Planting Trust Fund Appropriated Balance

Actual: \$ 150,000.00 Purchase, plant, and maintain trees

FINANCIAL IMPACT:

An appropriated balance in the amount of \$529,782.63 is currently available in the Tree Planting Trust Fund. The total cost of the Park Refurbishment Plan, Phase 1 and Phase 2 shall not exceed \$150,000.00. Upon City Council approval, \$150,000 will be transferred from the current holding account to an account specifically for this project within the Tree Planting Trust Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

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

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Listing of Park Locations and Quantities of Trees to be Replaced

PRESENTATION: No

Table 1: Phase 2 City Parks and Quantity of Trees to be Replaced

Park Name	Park Location	# Trees Lost
Baars Park	4310 North 12 Avenue	17
Bay Bluffs	3400 Scenic Highway	46
Bayview Park	2001 East Lloyd Street	15
Bryan Park	1200 Langley Avenue	10
Downtown Palafox Street	--	2
East Gate	--	3
East Gate/Belvedere	--	1
Fairchild Park	2029 Fairchild Drive	5
Fort George	501 North Palafox Street	4
Granada Subdivision Park	1001 East Cervantes Street	3
Greenwood Park	1850 North 9th Avenue	2
Gull Point	7000 Spanish Trail	9
H.K. Matthews Park	3100 North 12th Avenue	2
Hitzman-Optomist Park	3221 Langley Avenue	28
Lavallet Park	3910 Montalvo Drive	11
Main Street	--	18
Malaga Square	1000 East Blount Street	6
MLK Plaza	50 North Palafox Street	1
Pensacola Technology Park	--	26
Pineglades Park	301 Euclid Street	2
Pintado Park	--	25
Plaza Ferdinand	300 South Palafox Street	1
Roger Scott	2130 Summit Blvd	41
Roger Scott Dog Park and Vickrey	--	16
Semmes Park	1380 East Texar Drive	6
Springdale Park	600 East Brent Lane	1
Toledo Square	--	4
Victory Park	1301 North Devilliers Street	2
Wooded Lot by Airport and Hospital	--	23
Zamora Square	1800 East Bobe Street	1
Total Parks/Trees	30	331



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00621

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SAENGER THEATRE - SHUTTERED VENUE OPERATIONS GRANT, GRANT NO. SBAHQ21SV001961

RECOMMENDATION:

That City Council ratify the acceptance of the Shuttered Venue Operations ("SVO") Grant SBAHQ21SV001961 in the amount of \$662,016.15 to help offset lost revenue at the Saenger Theatre as a result of the COVID-19 Public Health Emergency. Further, That City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Saenger Theatre is a Historic Landmark theater, which is owned by the City of Pensacola. The Saenger Theatre has operated as Pensacola's Home for the Performing Arts since September 26, 1981. The City contracts with ASM Global, a professional facility manager, for the day-to-day operations of the facility and most of its operating funds come from fees collected from various arts organizations that use the theatre.

The COVID-19 Public Health Emergency required the Saenger Theatre to cease operations for several months beginning in the spring of 2020 and although the venue has since re-opened, the seating capacities have been reduced to comply with CDC guidelines for social distancing. This has limited the ability to generate revenues to sustain the operations of the venue. While SMG has reduced cost to help offset the loss in revenues, it is anticipated that Saenger Theatre will operate at a net loss for the year ending September 30, 2021 in excess of the \$150,000 annual subsidy. The agreement with ASM Global requires the City to cover any loss incurred. In an effort to fund the anticipated losses, the City applied for the Shuttered Venue Operations ("SVO") Grant.

On July 6, 2021, the City was awarded the SVO Grant in the amount of \$662,016.15. The grant will help offset lost revenue at the Saenger Theatre as a result of the COVID-19 Public Health Emergency. This funding may be used to reimburse allowable expenses back to March 1, 2020 as well as fund allowable expenses through December 31, 2021. Allowable expenses include, but are not limited to, payroll cost, utility payments, insurance payments and ordinary and necessary business expenses, including maintenance cost.

The City's Financial Planning and Administration Policy requires grants that equal \$25,000 or more in total expenditures to have City Council approval prior to grant acceptance. Due to the time restrictions imposed by the grantor, City Council approval was not able to be obtained prior to award acceptance. The grant was awarded on July 6, 2021 and the City was required to accept the award by July 14, 2021 or the funds would be lost. In order to meet the deadline, the City accepted the award on July 14, 2021 and request that City Council ratify the acceptance of the Shuttered Venue Operations Grant. The grant does not require any local match.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 662,017.00 SVO Grant

Actual: \$ 662,016.15 Saenger Theatre Operating Expenditures

FINANCIAL IMPACT:

Adoption of a Supplemental Budget Resolution will appropriate the grant funds. Funds will be provided on a reimbursable basis for operating expenses that have been incurred and paid for by the Saenger Theatre between March 1, 2020 and December 31, 2021.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/23/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. SVO Grant Award

PRESENTATION: No

PURPOSE: This form is used to notify grant recipients of award reporting and record keeping requirements. Grantees are required to review and sign the form and return to SBA at the address: SBDC- SBA/OSBDC, 409 Third Street, SW 6th Floor, Washington, DC 20416 All other SBA/OGM, 409 Third Street, 5th Floor, Washington, DC 20416

OMB Approval No.: 3245-0140
Expiration Date 5/31/2015



U.S. Small Business Administration

NOTICE OF AWARD

1. AUTHORIZATION (Legislation/Regulation) Section 324 of division N of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260)		2. Grant/Cooperative Agreement No.: SBAHQ21SV001961	
3. RECIPIENT: (Name, Organizational Unit, Address) Saenger Theatre 596000406 073131559-0000 118 S. Palafox Place Pensacola FL 32502 USA		4. PROJECT PERIOD (Mo./Day/Yr.) From 07/06/2021 Through 12/31/2021	
		5. BUDGET PERIOD (Mo./Day/Yr.) From 07/06/2021 Through 07/05/2022	
8. TITLE OF PROJECT/PROGRAM (limit to 53 spaces) Shuttered Venue Operators Grant		6. FEDERAL CATALOG NO. 59.075	
		7. ADMINISTRATIVE CODES	
		9. AWARD AMOUNT Amount of SBA Financial Assistance \$662,016.15	

10. DIRECTOR OF PROJECT (Program or Center Director, Coordinator or Principal Investigator) NAME Lovoy Amy Last First Initial ADDRESS: 118 S. Palafox Place Pensacola FL 32502 USA		11. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project)	
BUDGET YEAR	TOTAL DIRECT COST	BUDGET YEAR	TOTAL DIRECT COST
a. N/A	N/A	b. N/A	N/A

12. Approved Budget (Excludes SBA Direct Assistance) **13. REMARKS** (Other Terms & Conditions Attached) ☒ Yes ☐ No

☒ SBA Funds Only ☐ Total project costs including all other financial participation.

	Federal Share	Non-Federal Share	Non-Federal In-Kind	Non-Federal Program Inc.
a. Personal Service.....	\$480,000.00			
b. Fringe Benefits.....	\$0.00			
c. Consultants.....	N/A			
d. Travel.....	\$0.00			
e. Equipment.....	\$0.00			
f. Supplies.....	\$0.00			
g. Contractual.....	\$0.00			
h. Other.....	\$182,016.00			
i. TOTAL DIRECT COSTS.....	\$662,016.00			
j. Indirect cost.....	N/A	N/A	N/A	N/A
(Rate).	N/A	N/A	N/A	N/A
k. OTHER APPL. COSTS.....	N/A	N/A	N/A	N/A
l. TOTAL APPROVED BUDGET	\$662,016.15			

14. THIS AWARD IS SUBJECT TO THE FOLLOWING COST PRINCIPLES AND OMB UNIFORM ADMINISTRATIVE REQUIREMENTS:

- ☒ 2 CFR Chapter 1, Chapter II, Part 200, et al, uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- ☒ Part 180 - OMB Guidelines to Agencies on government debarment and suspension (Non Procurement)

*Must meet all matching or cost participation requirements subject to adjustment in accordance with SBA policy

15. THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE

16. CRS - EIN 596000406-DA-000010556		17. COUNTY NAME		18. CONGRESSIONAL DISTRICT NO.	
19a. CITY CODE Pensacola	b. COUNTY CODE	c. STATE CODE FL	d. PROGRAM CODE SVOG		
BUDGET CODE	DOCUMENT NO.	AMT. ACTION FIN. ASST.	TYPE OF ORGANIZATION		
20a. X0700DB90050060500	b. 1	c. \$662,016.15	d. Majority Government Owned		
21. AGENCY OFFICIAL (Signature, Name and Title)			22. DATE ISSUED (Mo./Day/Yr.)		
23. RECIPIENT OFFICIAL (Signature, Name and Title)			24. DATE (Mo./Day/Yr.)		

Note: The estimated burden completing this form is 80 hours per response. You will not be required to respond to any collection of information unless it displays a currently valid OMB approval number. Comments on the burden should be sent to U.S. Small Business Administration, Chief, AIB, 409, 3rd St., S.W., Washington, D.C. 20416 and Desk Office for Small Business Administration, Office of Management and Budget, New Executive Office Building, room 10202 Washington, D.C. 20503. OMB Approval (3245-0140).

PLEASE DO NOT SEND FORMS TO OMB.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-53

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-53 - APPROPRIATING FUNDING IN RELATION TO THE SAENGER THEATRE - SHUTTERED VENUE OPERATIONS GRANT, GRANT NO. SBAHQ21SV001961

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-53.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Saenger Theatre is a Historic Landmark theater, which is owned by the City of Pensacola. The Saenger Theatre has operated as Pensacola's Home for the Performing Arts since September 26, 1981. The City contracts with ASM Global, a professional facility manager, for the day-to-day operations of the facility and most of its operating funds come from fees collected from various arts organizations that use the theatre.

The COVID-19 Public Health Emergency required the Saenger Theatre to cease operations for several months beginning in the spring of 2020 and although the venue has since re-opened, the seating capacities have been reduced to comply with CDC guidelines for social distancing. This has limited the ability to generate revenues to sustain the operations of the venue. While SMG has reduced cost to help offset the loss in revenues, it is anticipated that Saenger Theatre will operate at a net loss for the year ending September 30, 2021 in excess of the \$150,000 annual subsidy. The agreement with ASM Global requires the City to cover any loss incurred. In an effort to fund the anticipated losses, the City applied for the Shuttered Venue Operations ("SOV") Grant.

On July 6, 2021, the City was awarded the SOV Grant in the amount of \$662,016.15. The grant will help offset lost revenue at the Saenger Theatre as a result of the COVID-19 Public Health Emergency. This funding may be used to reimburse allowable expenses back to March 1, 2020 as well as fund allowable expenses through December 31, 2021. Allowable expenses include, but are

not limited to, payroll cost, utility payments, insurance payments and ordinary and necessary business expenses, including maintenance cost.

The City's Financial Planning and Administration Policy requires grants that equal \$25,000 or more in total expenditures to have City Council approval prior to grant acceptance. Due to the time restrictions imposed by the grantor, City Council approval was not able to be obtained prior to award acceptance. The grant was awarded on July 6, 2021 and the City was required to accept the award by July 14, 2021 or the funds would be lost. In order to meet the deadline, the City accepted the award on July 14, 2021 and request that City Council ratify the acceptance of the Shuttered Venue Operations Grant. The grant does not require any local match.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 662,017.00 SOV Grant

Actual: \$ 662,016.15 Saenger Theatre Operating Expenditures

FINANCIAL IMPACT:

Adoption of a Supplemental Budget Resolution will appropriate the grant funds. Funds will be provided on a reimbursable basis for operating expenses that have been incurred and paid for by the Saenger Theatre between March 1, 2020 and December 31, 2021.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/21/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-53
- 2) Supplemental Budget Explanation No. 2021-53

PRESENTATION: No

**RESOLUTION
NO. 2021-53**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	2,720,097
To:		
Reads	Federal Grants	3,382,114
As Reads	Grants and Aids	1,184,852
To:		
Reads	Grants and Aids	1,846,869

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**AUGUST 2021 - SUPPLEMENTAL BUDGET RESOLUTION - SAENGER THEATER-SHUTTERED VENUE OPERATIONS GRANT- RES NO. 2021-53**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	662,017	Increase estimated revenue from Federal Grants
Total Revenues	<u>662,017</u>	
Appropriations		
Grants and Aids	<u>662,017</u>	Increase appropriation for Grants and Aids
Total Appropriations	<u>662,017</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00585

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FY21 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DRUG ENFORCEMENT ADMINISTRATION (DEA) FEDERAL GRANT AWARD #G21C0007A

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the FY21 High Intensity Drug Trafficking Area (HIDTA) between the Santa Rosa County Sheriff's Office (SRCSO) being the fiscal agent on behalf of the Gulf Coast High Intensity Drug Trafficking Area for the Drug Enforcement Administration in the amount of \$27,316. Further, that City Council ratify the Mayor's action taken relating to the finalization of the grant. Further, that City Council authorize the Mayor to take all actions necessary to finalize the grant. Finally, that City Council approve a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department is a resource recipient under the State of Florida High Intensity Drug Trafficking Area (HIDTA) Program-95.001. Under this agreement, the Pensacola Police Department will be incurring reimbursable expenses under the program to include overtime, fringe benefits, and vehicle expenses.

Santa Rosa County Sheriff's Office (SRCSO) is the fiscal agent on behalf of the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and, as such, will be reimbursing the City for expenditures incurred under this agreement.

The purpose of this program is to reduce drug trafficking and drug production by facilitating cooperation among federal, state, local, and tribal law enforcement agencies sharing information, and implementing coordinated enforcement activities; enhancing law enforcement intelligence sharing; providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and supporting coordinated law enforcement strategies which maximize the use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.

PRIOR ACTION:

None

FUNDING:

Budget: \$27,316

Actual:	\$19,180	Personnel Services
	<u>8,136</u>	Operating Expenses
	<u>\$27,316</u>	

FINANCIAL IMPACT:

The grant award for \$27,316 is under the sub-recipient agreement for the FY21 High Intensity Drug Trafficking Area (HIDTA). The composition of the award is \$19,180 for overtime and \$8,136 for vehicle expenses to be reimbursed by the Santa Rosa County Sheriff's Office (SRCSO) as fiscal agent upon approval of the HIDTA Director of Operations for Alabama and Northwest Florida. Adoption of the supplemental budget resolution will appropriate the HIDTA grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/12/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Pensacola Police Department Officer Letter for MOA
- 2) Sub-grantee Memorandum of Agreement - Santa Rosa County Sheriff's Office
- 3) Supplemental Budget Resolution No. 2021-45
- 4) Supplemental Budget Explanation No. 2021-45

PRESENTATION: No



Santa Rosa County Sheriff's Office
Sheriff Bob Johnson

Investigative Division
Narcotics Unit



5755 East Milton Road • Milton, Florida 32583

March 3, 2021

Kevin Christman, Interim Chief of Police
Pensacola Police Department
P. O. Box 1750
Pensacola, Florida 32591-1750

Dear Chief Christman:

Santa Rosa County Sheriff's Office continues to participate in the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) Program in obtaining a grant each year. Agencies participating as sub-recipients and providing task force officers include the Florida Department of Law Enforcement (Pensacola Office), Pensacola Police Department, Gulf Breeze Police Department, Okaloosa County Sheriff's Office, and the Florida Highway Patrol. As lead agency in assuming the administrative and financial responsibilities as outlined in the grant conditions, it is my responsibility to prepare the Memorandum of Agreement (MOA) with each agency.

Enclosed please find the FY 21 HIDTA sub-recipient MOA for the Pensacola Police Department and required certifications (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Certification Requiring Drug Free Workplace; Certification Regarding Lobbying; and EEOP Certification).

Nick Forte, Gulf Coast HIDTA State Director, provided a 2021 Budget Detail that is included with the MOA. Monies not expended from each sub-recipient roll over each year. A copy of the award letter and FY21 grant (Period of Performance 01/01/21 - 12/31/2022) is enclosed for your reference. Just in case you are not familiar with the HIDTA grant, I have also enclosed a copy of the FY20 agreement/correspondence for your convenience.

Please have the appropriate official sign the FY21 MOA and certifications and return them to me at the address above. Please do not hesitate to call if there are any questions. Thank you.

Sincerely,

Marcia Arnold

Marcia Arnold, Admin. Clerk
 SRCSO Narcotics Unit
 (850) 981-2140
marnold@srso.net

FEDERAL GRANT # G21GC0007A

MEMORANDUM OF AGREEMENT
BETWEEN THE
SANTA ROSA COUNTY SHERIFF'S OFFICE
AND THE
PENSACOLA POLICE DEPARTMENT

This Agreement between the Santa Rosa County Sheriff's Office (SRCO) and the Sub-Recipient Pensacola Police Department shall be effective January 1, 2021 and shall not extend beyond the ending date of the above-referenced federal grant including any grant extensions but not to exceed two (2) years from the beginning date of this agreement.

WHEREAS, the above named agency is a sub-recipient under the State of Florida High Intensity Drug Trafficking Area (HIDTA) Program-95.001 and is incurring reimbursable expenses under the program.

WHEREAS, SRCO has been designated as the fiscal agent for the State of Florida High Intensity Drug Trafficking Area (HIDTA) Program-95-.001 and all requests for payments and budget reprogramming shall pass through SRCO.

NOW THEREFORE, SRCO and Gulf Coast HIDTA hereby agree to the disbursement of HIDTA funds in an amount not to exceed \$27,316.00 to the sub-recipient under the following terms and conditions:

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603.

For this 2021 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225 and 230.

2. The sub-recipient agrees to abide by and be bound by the attached budget spending plan (Appendix A) including future reprogramming requests or revisions as approved by SRCO and Gulf Coast HIDTA. All reprogramming requests shall be submitted by email to the High Intensity Drug Trafficking Area HIDTA Financial Manager and Director. The request will be sent to SRCO for approval.

3. Request for payment shall be submitted to the SRCO financial office through the HIDTA Financial Manager at the following address by the 15th of the month following the end of the claim period:

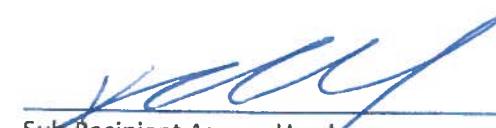
ATTN: Nick Forte, State Director
 Gulf Coast HIDTA
 Alabama & NW Florida
 Alabama Operations Center
 2350 Fairlane Drive, Suite 200
 Montgomery, AL 36116

4. The sub-recipient agrees to sign all applicable items attached to this document to include EEOP Certification, Certification Regarding Lobbying, Certification Regarding Debarment, Certification Regarding Drug Free Work Place and Grant Conditions.
5. SRCO agrees to disburse funds to the sub-recipient after the request has been approved by the HIDTA Management staff and the SRCO Chief Financial Officer.
6. The sub-recipient agrees to reimburse SRCO for any amount paid by SRCO which is later disallowed after audit or financial review.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by the signatures below.


 Robert W. Johnson
 Sheriff, Santa Rosa County Sheriff's Office

3-3-21
 Date


 Sub-Recipient Agency Head
 Pensacola Police Department

5-17-21
 Date

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:

Address:

Is agency a; ☐ Direct or ☐ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☐ Yes ☐ No

DUNS Number:

Vendor Number (only if direct recipient)

Name and Title of Contact Person:

Telephone Number:

E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ Less than fifty employees.

☐ Indian Tribe

☐ Medical Institution.

☐ Nonprofit Organization

☐ Educational Institution

☐ Receiving a single award(s) less than \$25,000.

I, _____ [responsible official], certify that

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, Keith Wilkins [responsible official], certify that

[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Keith Wilkins, City Administrator

Kil Wilkins

5/17/21

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on

[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certifications this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. 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 this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160 - 19211)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in these certification, such prospective participant shall attach an explanation to this proposal.

Keith Wilkins, City Administrator

(Type or Print Name and Title of Authorized Representative)

Keith Wilkins

(Signature of Authorized Representative)

5/17/21

Date

City of Pensacola

(Name of Organization)

222 W. Main St.

(Address of Organization)

Certification Regarding Drug Free Workplace Requirements Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, subpart F. The regulation, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 DFR part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing a drug free awareness program to inform employees about --
 - 1. The dangers of drug abuse in the workplace.
 - 2. The grantee's policies of maintaining a drug free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (Street Address, City, County, State, Zip Code):

Street Address	City	County	State	Zip Code
Street Address	City	County	State	Zip Code
Street Address	City	County	State	Zip Code

Organization Name

Applicant or Grant Number

Name and Title of Authorizing Representative



Signature

5/17/21

Date

CERTIFICATION REGARDING LOBBYING

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Authorized Official

5/17/21
Date

City Administrator
Title

Initiative Cash by HIDTA

FY 2021

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative			
			Cash	Type	Grant
Gulf Coast	Santa Rosa County Sheriff's Office	NW Florida Drug Task Force	106,347.00	Investigation	G21GCC0007A
Agency Total : Santa Rosa County Sheriff's Office			106,347.00		
Total			106,347.00		

Budget Detail

2021 - Gulf Coast

Initiative - NW Florida Drug Task Force

Investigation

Award Recipient - Santa Rosa County Sheriff's Office (G21GC0007A)

Resource Recipient - Florida Department of Law Enforcement (FDLE)

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)

\$106,347.00

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$8,679.00
Total Overtime		\$8,679.00
Services	Quantity	Amount
Vehicle allowance	1	\$4,255.00
Total Services		\$4,255.00
Total Budget		\$12,934.00

Budget Detail

2021 - Gulf Coast

Initiative - NW Florida Drug Task Force

Investigation

Award Recipient - Santa Rosa County Sheriff's Office (G21GC0007A)

Resource Recipient - Florida Highway Patrol

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)

\$106,347.00

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	10	\$508.00
Total Overtime		\$508.00
Total Budget		\$508.00

Budget Detail

2021 - Gulf Coast

Initiative - NW Florida Drug Task Force

Investigation

Award Recipient - Santa Rosa County Sheriff's Office (G21GC0007A)

Resource Recipient - Gulf Breeze Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)

\$106,347.00

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$11,866.00
Total Overtime		\$11,866.00
Services	Quantity	Amount
Vehicle allowance	1	\$6,300.00
Total Services		\$6,300.00
Total Budget		\$18,166.00

Budget Detail

2021 - Gulf Coast

Initiative - NW Florida Drug Task Force

Investigation

Award Recipient - Santa Rosa County Sheriff's Office (G21GC0007A)

Resource Recipient - Okaloosa County Sheriff's Office

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)

\$106,347.00

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$17,926.00
Total Overtime		\$17,926.00
Services	Quantity	Amount
Vehicle allowance	1	\$7,689.00
Total Services		\$7,689.00
Total Budget		\$25,615.00

Budget Detail

2021 - Gulf Coast

Initiative - NW Florida Drug Task Force

Investigation

Award Recipient - Santa Rosa County Sheriff's Office (G21GC0007A)

Resource Recipient - Pensacola Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)

\$106,347.00

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$19,180.00
Total Overtime		\$19,180.00
Services	Quantity	Amount
Vehicle allowance	1	\$8,136.00
Total Services		\$8,136.00
Total Budget		\$27,316.00

Budget Detail

2021 - Gulf Coast

Initiative - NW Florida Drug Task Force

Investigation

Award Recipient - Santa Rosa County Sheriff's Office (G21GC0007A)

Resource Recipient - Santa Rosa County Sheriff's Office

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)

\$106,347.00

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$13,408.00
Total Overtime		\$13,408.00
Services	Quantity	Amount
Vehicle allowance	1	\$8,400.00
Total Services		\$8,400.00
Total Budget		\$21,808.00

**RESOLUTION
NO. 2021-45**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	2,720,097
To:		
Reads	Federal Grants	2,747,413
As Reads	Personnel Services	156,306
To:		
Reads	Personnel Services	175,486
As Reads	Operating Expenses	671,512
To:		
Reads	Operating Expenses	679,648

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**AUGUST 2021 - SUPPLEMENTAL BUDGET RESOLUTION - FY21 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT - RES NO. 2021-45**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	27,316	Increase estimated revenue from Federal Grants
Total Revenues	<u>27,316</u>	
Appropriations		
Personnel Services	19,180	Increase appropriation for Personnel Services
Operating Expenses	<u>8,136</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>27,316</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-45

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-45 - APPROPRIATING FUNDING IN CONNECTION WITH THE FY21 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DRUG ENFORCEMENT ADMINISTRATION (DEA) FEDERAL GRANT AWARD #G21GC0007A

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-45.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department is a resource recipient under the State of Florida High Intensity Drug Trafficking Area (HIDTA) Program-95.001. Under this agreement, the Pensacola Police Department will be incurring reimbursable expenses under the program to include overtime, fringe benefits, and vehicle expenses.

The Santa Rosa County Sheriff's Office (SRCSO) is the fiscal agent on behalf of the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and as such will be reimbursing the City for expenditures incurred under this agreement.

The purpose of this program is to reduce drug trafficking and drug production by facilitating cooperation among federal, state, local, and tribal law enforcement agencies sharing information, and implementing coordinated enforcement activities; enhancing law enforcement intelligence sharing; providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and supporting coordinated law enforcement strategies which maximize the use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.

PRIOR ACTION:

None

FUNDING:

Budget: \$27,316

Actual:	\$19,180	Personnel Services
	<u>8,136</u>	Operating Expenses
	<u>\$27,316</u>	

FINANCIAL IMPACT:

Adoption of Supplemental Budget Resolution No. 2021-45 will appropriate the HIDTA grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/12/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-45
- 2) Supplemental Budget Explanation No. 2021-45

PRESENTATION: No

**RESOLUTION
NO. 2021-45**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	2,720,097
To:		
Reads	Federal Grants	2,747,413
As Reads	Personnel Services	156,306
To:		
Reads	Personnel Services	175,486
As Reads	Operating Expenses	671,512
To:		
Reads	Operating Expenses	679,648

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**AUGUST 2021 - SUPPLEMENTAL BUDGET RESOLUTION - FY21 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT - RES NO. 2021-45**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	27,316	Increase estimated revenue from Federal Grants
Total Revenues	<u>27,316</u>	
Appropriations		
Personnel Services	19,180	Increase appropriation for Personnel Services
Operating Expenses	<u>8,136</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>27,316</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00584

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT No. 441494-2-94-01

RECOMMENDATION:

That City Council authorize the Mayor to accept and execute the State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement Financial Project No. 441494-2-94-01 in the amount of \$1,000,000 for Pensacola International Airport Facilities Development related to the MRO expansion. Further, that City Council approve the grant resolution and authorize the Mayor or his designee to take all actions necessary related to the finalization of the grant amendment.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing the City of Pensacola to begin contract negotiations with VT Mobile Aerospace Engineering, Inc. (VT MAE) for the construction and operation of a maintenance, repair, and overhaul (MRO) facility at the Pensacola International Airport. City Council approved the negotiated lease agreement on September 9, 2014. The 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

The Mayor and Staff have a longer-term strategy to grow the MRO capacity, sometimes referred to as "Project Titan." A second hangar similar in size and configuration to the first hangar, a possible support services center, an aircraft apron, and automobile parking would be constructed on 16 acres of Airport property directly south of the first hangar. The construction of this second hangar area was otherwise contemplated and accounted for during the development process for the first hangar and is referenced in the current real property lease with VT MAE. Additional facilities consisting of two hangars, each approximately 176,000 sq. ft., a support services center, administrative office spaces, aircraft aprons, and automobile parking would also be constructed on approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a combination of VT MAE investment, state and federal grants, and local funds.

The Florida Department of Transportation (FDOT) was a significant contributor of funding to construct Hangar 1, and is committed to Project Titan as well. Overall, FDOT committed \$45,000,000 to Project Titan, with amounts to be allocated over several years. An initial amount of \$8,000,000 was provided in 2019 and accepted by Council at the meeting of August 8, 2019. An amendment was accepted by Council at the meeting of July 16, 2020 providing an additional allocation of \$34,000,000 towards the total grant. This amendment will provide an allocation of an additional \$1,000,000 towards the total grant amount. One future allocation in 2022 will provide the remaining \$2,000,000.

PRIOR ACTION:

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment

No. 3 to the contract with Atkins North America.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of \$4,000,000 for construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$3,000,000 for Pensacola International Airport Facilities Development related to MRO expansion.

September 13, 2018 - City Council committed funding in the amount of \$10 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion.

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement, the Master Lease of Real Property, the Triumph Grant Award Agreement, and a State of Florida Dept. of Economic Opportunity Grant in the amount of \$10,000,000.

August 8, 2019 - City Council authorized the Mayor to accept and execute Financial Award No. 04-79-07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of \$12,250,000 for the MRO expansion, and authorized the Mayor to accept and execute State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$8,000,000 for the MRO expansion.

January 16, 2020 - City Council approved the selection of Brasfield & Gorrie, LLC, as the Construction Manager at Risk for Hangar 2 and authorized the Mayor to execute the contract.

March 26, 2020 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Florida Job Growth Infrastructure Grant Agreement in the amount of \$4,875,000 related to the MRO aviation campus expansion project.

July 16, 2020 - City Council authorized the Mayor to accept and execute the State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$34,000,000 for the MRO expansion.

August 10, 2020 - City Council approved Resolution 2020-18 related to the State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$34,000,000 for the MRO expansion.

November 12, 2020 - City Council approved Amendment No. 1 to Construction Manager At Risk

Contact between the City and Brasfield & Gorrie, LLC (The 'GMP Amendment') for Hangar 2 of Project Titan/MRO Campus at Pensacola International Airport.

FUNDING:

Budget:	\$ 35,000,000	ST Aerospace Engineering
	3,000,000	State Legislature
	14,000,000	Governor's Job Growth
	45,000,000	FDOT Grant
	15,000,000	Escambia County
	15,000,000	City Local Option Sales Tax Series IV
	12,250,000	Federal - U.S. Economic Development Administration
	66,000,000	Triumph Gulf Coast
	4,875,000	Florida DEO Grant
	<u>\$ 210,125,000</u>	

Actual: \$ 210,125,000

FINANCIAL IMPACT:

The funds for the project were originally appropriated on Supplemental Budget Resolution 2019-13, were carried forward from FY 2019 to FY 2020 on Supplemental Budget Resolution No. 2019-70, and again carried forward from FY 2020 to FY 2021 on Supplemental Resolution No. 2020-59.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/13/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Amy Miller, Deputy City Administrator - Administration and Enterprise

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Resolution No. 2021-46
- 2) State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement # 441494-2-94-01

PRESENTATION: No

RESOLUTION
NO. 2021-

A RESOLUTION
TO BE ENTITLED:

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

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the expansion of aircraft maintenance, repair, and overhaul facilities at Pensacola International Airport; and

WHEREAS, the expanded facilities will involve the design and construction of three additional hangars and associated aprons and taxiways, a support services center, an administrative office building, and necessary automotive parking; and

WHEREAS, the Florida Department of Transportation has approved the project and offered an additional Amendment to the Public Transportation Grant Agreement in the amount of \$1,000,000 to support the design and construction efforts;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall accept and execute the Amendment to the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's facilities development related to MRO expansion.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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

Adopted: _____

Approved: _____
President of City Council

Attest: _____
City Clerk

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO,GMR	FLAIR Category:	088719
441494-2-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55032020329
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000406004
Contract Number: G0Z27	Federal Award Date:		Amendment No.:	3
CFDA Number: N/A	Agency DUNS Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Pensacola, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 10/31/2018 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to increase project funding by \$1,000,000
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - ☒ **Aviation**
 - ☐ **Seaports**
 - ☐ **Transit**
 - ☐ **Intermodal**
 - ☐ **Rail Crossing Closure**
 - ☐ **Match to Direct Federal Funding** (Aviation or Transit)
 - (Note: Section 15 and Exhibit G do not apply to federally matched funding)
 - ☐ **Other**
3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - ☐ Exhibit A: Project Description and Responsibilities
 - ☒ Exhibit B: Schedule of Financial Assistance
 - ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
 - ☐ *Exhibit B2: Advance Payment Financial Provisions
 - ☐ *Exhibit C: Terms and Conditions of Construction
 - ☒ Exhibit D: Agency Resolution
 - ☐ Exhibit E: Program Specific Terms and Conditions
 - ☐ Exhibit F: Contract Payment Requirements
 - ☒ *Exhibit G: Financial Assistance (Single Audit Act)
 - ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 - ☐ *Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 11/19

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$2,000,000 bringing the revised total cost of the project to \$89,000,000.

The Department's participation is X increased/ decreased by \$1,000,000. The Department agrees to participate in the Project cost up to the maximum amount of \$46,000,000, and, additionally the Department's participation in the Project shall not exceed 51.69% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Tim Smith
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

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

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

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441494-2-94-01	DPTO	088719	2019	751000	55.004	Aviation Grant Program	\$3,000,000
441494-2-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$8,000,000
441494-2-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$14,000,000
441494-2-94-01	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$1,000,000
441494-2-94-01	GMR	088719	2021	751000	55.004	Aviation Grant Program	\$20,000,000
441494-2-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$34,000,000
441494-2-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$8,000,000
441494-2-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$1,000,000
Total Financial Assistance							\$89,000,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$46,000,000.00	\$43,000,000.00	\$0.00	\$89,000,000.00	51.69	48.31	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$46,000,000.00	\$43,000,000.00	\$0.00	\$89,000,000.00			

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

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

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

Quinton Williams

Department Grant Manager Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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

Signature

Date

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

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

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

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

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$46,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-46

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2021-46 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT No. 441494-2-94-01

RECOMMENDATION:

That City Council adopt Resolution No. 2021-46.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE
AN AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL
PROJECT No. 441494-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR FACILITIES DEVELOPMENT AT THE PENSACOLA INTERNATIONAL AIRPORT AIR
COMMERCE PARK; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing the City of Pensacola to begin contract negotiations with VT Mobile Aerospace Engineering, Inc. (VT MAE) for the construction and operation of a maintenance, repair, and overhaul (MRO) facility at the Pensacola International Airport. City Council approved the negotiated lease agreement on September 9, 2014. The 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

The Mayor and Staff have a longer-term strategy to grow the MRO capacity, sometimes referred to as "Project Titan." A second hangar similar in size and configuration to the first hangar, a possible support services center, an aircraft apron, and automobile parking would be constructed on 16 acres of Airport property directly south of the first hangar. The construction of this second hangar area was otherwise contemplated and accounted for during the development process for the first hangar and is referenced in the current real property lease with VT MAE. Additional facilities consisting of two hangars, each approximately 176,000 sq. ft., a support services center, administrative office spaces, aircraft aprons, and automobile parking would also be constructed on approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a combination of VT MAE

investment, state and federal grants, and local funds.

The Florida Department of Transportation (FDOT) was a significant contributor of funding to construct Hangar 1, and is committed to Project Titan as well. Overall, FDOT committed \$45,000,000 to Project Titan, with amounts to be allocated over several years. An initial amount of \$8,000,000 was provided in 2019 and accepted by Council at the meeting of August 8, 2019. An amendment was accepted by Council at the meeting of July 16, 2020 providing an additional allocation of \$34,000,000 towards the total grant. This amendment will provide an allocation of an additional \$1,000,000 towards the total grant amount. One future allocation in 2022 will provide the remaining \$2,000,000.

PRIOR ACTION:

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment

No. 3 to the contract with Atkins North America.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of \$4,000,000 for construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$3,000,000 for Pensacola International Airport Facilities Development related to MRO expansion.

September 13, 2018 - City Council committed funding in the amount of \$10 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion.

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement, the Master Lease of Real Property, the Triumph Grant Award Agreement, and a State of Florida Dept. of Economic Opportunity Grant in the amount of \$10,000,000.

August 8, 2019 - City Council authorized the Mayor to accept and execute Financial Award No. 04-79-07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of \$12,250,000 for the MRO expansion, and authorized the Mayor to accept and execute State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$8,000,000 for the MRO expansion.

January 16, 2020 - City Council approved the selection of Brasfield & Gorrie, LLC, as the Construction Manager at Risk for Hangar 2 and authorized the Mayor to execute the contract.

March 26, 2020 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Florida Job Growth Infrastructure Grant Agreement in the amount of \$4,875,000 related to the MRO aviation campus expansion project.

July 16, 2020 - City Council authorized the Mayor to accept and execute the State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$34,000,000 for the MRO expansion.

August 10, 2020 - City Council approved Resolution 2020-18 related to the State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$34,000,000 for the MRO expansion.

November 12, 2020 - City Council approved Amendment No. 1 to Construction Manager At Risk

Contact between the City and Brasfield & Gorrie, LLC (The 'GMP Amendment') for Hangar 2 of Project Titan/MRO Campus at Pensacola International Airport.

FUNDING:

Budget:	\$ 35,000,000	ST Aerospace Engineering
	3,000,000	State Legislature
	14,000,000	Governor's Job Growth
	45,000,000	FDOT Grant
	15,000,000	Escambia County
	15,000,000	City Local Option Sales Tax Series IV
	12,250,000	Federal - U.S. Economic Development Administration
	66,000,000	Triumph Gulf Coast
	4,875,000	Florida DEO Grant
	<u>\$ 210,125,000</u>	

Actual: \$ 210,125,000

FINANCIAL IMPACT:

The funds for the project were originally appropriated on Supplemental Budget Resolution 2019-13, were carried forward from FY 2019 to FY 2020 on Supplemental Budget Resolution No. 2019-70, and again carried forward from FY 2020 to FY 2021 on Supplemental Resolution No. 2020-59.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/13/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Amy Miller, Deputy City Administrator - Administration and Enterprise

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Resolution No. 2021-46
- 2) State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement # 441494-2-94-01

PRESENTATION: No

RESOLUTION
NO. 2021-46

A RESOLUTION
TO BE ENTITLED:

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

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the expansion of aircraft maintenance, repair, and overhaul facilities at Pensacola International Airport; and

WHEREAS, the expanded facilities will involve the design and construction of three additional hangars and associated aprons and taxiways, a support services center, an administrative office building, and necessary automotive parking; and

WHEREAS, the Florida Department of Transportation has approved the project and offered an additional Amendment to the Public Transportation Grant Agreement in the amount of \$1,000,000 to support the design and construction efforts;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall accept and execute the Amendment to the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's facilities development related to MRO expansion.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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

Adopted: _____

Approved: _____
President of City Council

Attest: _____
City Clerk

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO,GMR	FLAIR Category:	088719
441494-2-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55032020329
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000406004
Contract Number: G0Z27	Federal Award Date:		Amendment No.:	3
CFDA Number: N/A	Agency DUNS Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Pensacola, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 10/31/2018 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to increase project funding by \$1,000,000
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - ☒ **Aviation**
 - ☐ **Seaports**
 - ☐ **Transit**
 - ☐ **Intermodal**
 - ☐ **Rail Crossing Closure**
 - ☐ **Match to Direct Federal Funding** (Aviation or Transit)
 - (Note: Section 15 and Exhibit G do not apply to federally matched funding)
 - ☐ **Other**
3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - ☐ Exhibit A: Project Description and Responsibilities
 - ☒ Exhibit B: Schedule of Financial Assistance
 - ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
 - ☐ *Exhibit B2: Advance Payment Financial Provisions
 - ☐ *Exhibit C: Terms and Conditions of Construction
 - ☒ Exhibit D: Agency Resolution
 - ☐ Exhibit E: Program Specific Terms and Conditions
 - ☐ Exhibit F: Contract Payment Requirements
 - ☒ *Exhibit G: Financial Assistance (Single Audit Act)
 - ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 - ☐ *Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 11/19

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$2,000,000 bringing the revised total cost of the project to \$89,000,000.

The Department's participation is X increased/ decreased by \$1,000,000. The Department agrees to participate in the Project cost up to the maximum amount of \$46,000,000, and, additionally the Department's participation in the Project shall not exceed 51.69% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Tim Smith
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

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

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

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441494-2-94-01	DPTO	088719	2019	751000	55.004	Aviation Grant Program	\$3,000,000
441494-2-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$8,000,000
441494-2-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$14,000,000
441494-2-94-01	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$1,000,000
441494-2-94-01	GMR	088719	2021	751000	55.004	Aviation Grant Program	\$20,000,000
441494-2-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$34,000,000
441494-2-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$8,000,000
441494-2-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$1,000,000
Total Financial Assistance							\$89,000,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$46,000,000.00	\$43,000,000.00	\$0.00	\$89,000,000.00	51.69	48.31	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$46,000,000.00	\$43,000,000.00	\$0.00	\$89,000,000.00			

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

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

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

Quinton Williams

Department Grant Manager Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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

Signature

Date

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

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

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

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

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$46,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00678

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Ann Hill

SUBJECT:

BRUCE BEACH STORMWATER SOURCE TRACKING AND WEEKLY MONITORING OF PUBLICLY ACCESSIBLE AREAS.

RECOMMENDATION:

That City Council enter into an agreement with UWF and the Center for Environmental Diagnostics and Bioremediation to conduct Bruce Beach Stormwater Source Tracking and Weekly Monitoring of publicly accessible areas where the public might encounter human pathogens. Further that City Council approve a Supplemental Budget Resolution funding these projects.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In an attempt to identify sources of water borne pathogens detected in surface waters around Bruce Beach certain tracking and monitoring needs to take place. Downtown Pensacola is currently experiencing a rebounding economy, including the waterfront. The interest and attention of the Community Park at Bruce Beach has developed a large, dedicated community of visitors all with the goal of stewardship, including several schools, researchers, paddlers, birders, fishermen, and many others.

This loosely organized stewardship consortium is attracted to this waterfront parcel in part because of the easy access, as well as the seasonal flora, migratory fauna, and the reestablishment of a maritime coastal forest.

The city and stakeholder partners have committed resources towards tourism which promote walkable, bikeable, access to clean water, and various outdoor recreational opportunities to both the community and visitors. Examples of water sports include the designated Blue Ways Trail, coastal rowing, sailing, regattas, Dragon Boat Racing, and the famous beaches which invite the public to recreate in area waters.

Encouraging the public to use and enjoy the water brings a responsibility to the city to know and understand local water quality, especially at access points. Should water quality be degraded to the point where human health may be affected, the city would be accountable to post signage warning of

concerns and possible shut down access until concentrations of contaminants are no longer a threat to human health. The public trusts the city to implement measures to keep them safe while recreating.

In February 2021, students and staff from the University of West Florida began sampling water quality and monitoring concentrations of Enterococcus using USEPA Method (Enterolert (QT)) in a NELAC certified Lab. This study was supported by City of Pensacola Councilwoman Hill who provided seed money to the Bream Fishermen Association (BFA).

Over fifty percent (50%) of the time, samples collected at the three sampling locations were found to be above acceptable threshold levels for human health exposure between Feb 8 and June 24.

Monitoring of water quality has shown the waters along Bruce Beach would be unacceptable for recreational activities much of the time. If not investigated and addressed, the city may be forced to post "No Swimming" signs along the shoreline. This may obstruct the efforts proposed to revitalize this area of the downtown shoreline.

PRIOR ACTION:

February 2021 - Monitoring of water quality and concentrations of Enterococcus by students and staff from the University of West Florida.

FUNDING:

Budget:	Stormwater Source Tracking
	\$25,719 Salary
	6,000 Consumables
	231 Travel (.445/mi - 13 wks - 40 miles RT
	5,265 Laboratory Analysis for Enterococcus
	<u>7,676</u> F & A
	\$46,055 From Unencumbered Fund Balance (Frozen Fund)

Budget:	Weekly Monitoring 13 wks X 11 locations
	\$25,719 Salary
	4,400 Consumables
	231 Travel (.445/mi - 13 wks - 40 miles RT
	3,861 Laboratory Analysis for Enterococcus
	<u>7,075</u> F & A
	\$42,450 From Unencumbered Fund Balance (Frozen Fund)

Actual:	Stormwater Source Tracking
	\$25,719 Salary
	6,000 Consumables
	231 Travel (.445/mi - 13 wks - 40 miles RT
	5,265 Laboratory Analysis for Enterococcus

<u>7,676</u>	F & A
\$46,055	From Unencumbered Fund Balance (Frozen Fund)

Weekly Monitoring 13 wks X 11 locations

\$25,719	Salary
4,400	Consumables
231	Travel (.445/mi - 13 wks - 40 miles RT)
3,861	Laboratory Analysis for Enterococcus
<u>7,075</u>	F & A
\$42,450	From Unencumbered Fund Balance (Frozen Fund)

FINANCIAL IMPACT:

The impact from both projects would be a reduction in the Unencumbered Fund Balance (Frozen Fund) in the amount of \$88,505.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Bruce Beach Stormwater Source Tracking & Weekly Monitoring of Publicly Accessible Areas Proposal
- 2) Supplemental Budget Resolution No. 2021-60
- 3) Supplemental Budget Explanation No. 2021-60

PRESENTATION: No

30 July 2021

City of Pensacola Councilwoman Hill,
Pensacola City Administrator Wilkins, and
Pensacola Asst City Administrator Fiddler

Dear Councilwoman and City Administrators:

Thank you for the opportunity to submit this proposal to identify sources of water borne pathogens detected in surface waters around Bruce Beach (Figure 1). Downtown Pensacola is currently experiencing a rebounding economy, including the waterfront. The interest and attention of the Community Park at Bruce Beach has developed a large, dedicated community of visitors all with the goal of stewardship, including several schools, researchers, paddlers, birders, fishermen, and many others. This loosely organized stewardship consortium is attracted to this waterfront parcel in part because of the easy access, as well as the seasonal flora, migratory fauna, and the reestablishment of a maritime coastal forest.

The city and stakeholder partners have committed resources towards tourism which promote walkable, bikeable, access to clean water, and various outdoor recreational opportunities to both the community and visitors. Examples of water sports include the designated Blue Ways Trail (Figure 2), coastal rowing, sailing, regattas, Dragon Boat Racing, and the famous beaches which invite the public to recreate in area waters.

Encouraging the public to use and enjoy the water brings a responsibility to the city to know and understand local water quality, especially at access points. Should water quality be degraded to the point where human health may be affected, the city would be accountable to post signage warning of concerns and possible shut down access until concentrations of contaminants are no longer a threat to human health. The public trusts the city to implement measures to keep them safe while recreating.

In February 2021, students and staff from the University of West Florida began sampling water quality and monitoring concentrations of Enterococcus using USEPA Method (Enterolert (QT)) in a NELAC certified Lab. This study was supported by City of Pensacola Councilwoman Hill who provided seed money to the Bream Fishermen Association (BFA).

Over fifty percent (50%) of the time, samples collected at the three sampling locations were found to be above acceptable threshold levels for human health exposure between Feb 8 and June 24 (Figure 3). Monitoring of water quality has shown the waters along Bruce Beach would be unacceptable for recreational activities much of the time. If not investigated and addressed, the city may be forced to post “No Swimming” signs along the shoreline. This may obstruct the efforts proposed to revitalize this area of the downtown shoreline.



Fig. 1. Aerial view of Bruce Beach with pins marking the locations of sampling points. Washerwoman Creek (WWC), Sandy Shoreline (SSL), and the Mitigated Wetland (MWL).



Fig. 2 Proposed Pensacola Paddling Trail as part of the Blue Ways Trail.

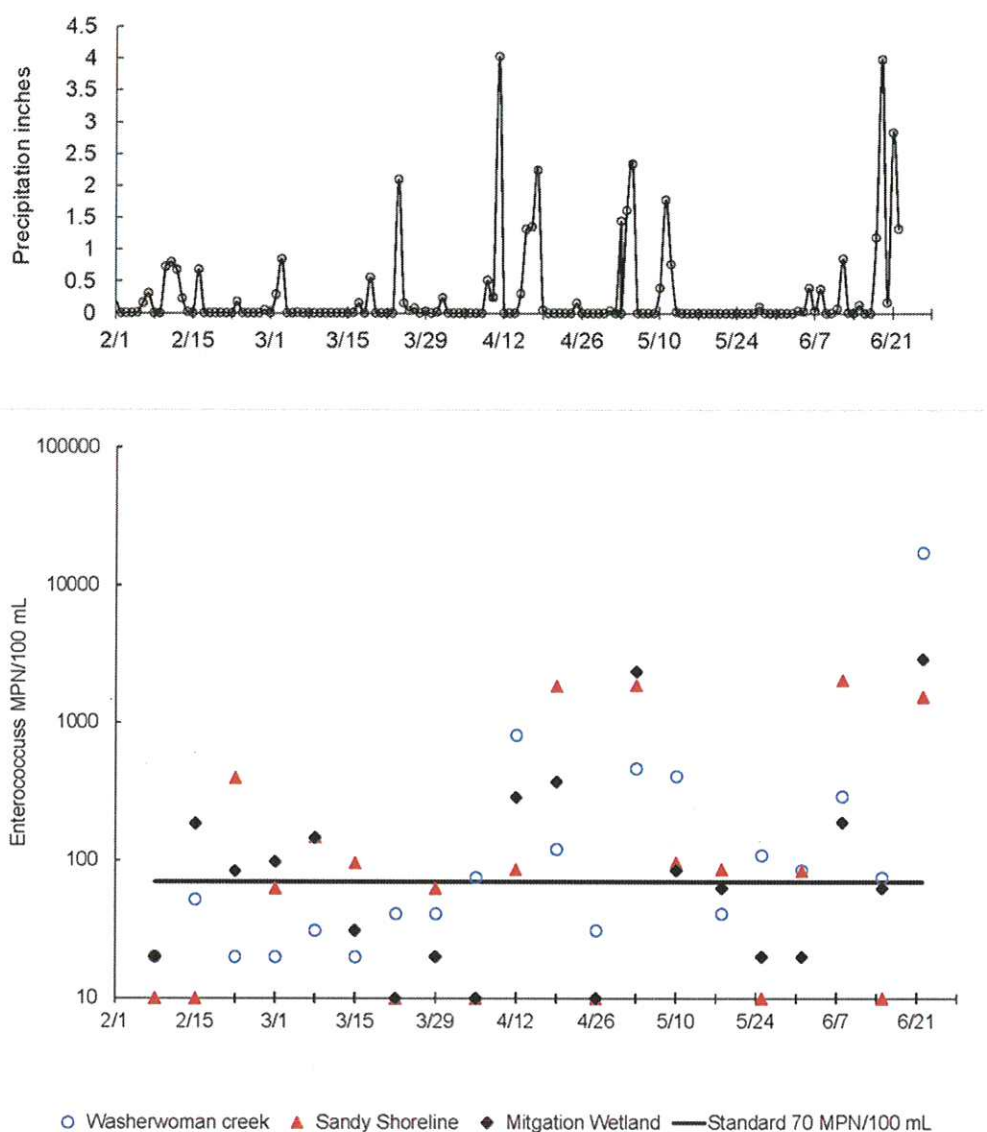


Fig. 3. Rainfall in the Pensacola metro area and Enterococcus loads. Enterococcus were measured at three locations in the study area (Fig. 1). Rainfall was as recorded at Pensacola Airport (top panel). Surface water enterococcus loads were measured at Bruce Beach (Sandy Shoreline), Washerwoman Creek, and the nearby Mitigation Wetland, collected weekly-02/03/21 through 06/24/21. Enterococcus loads were determined by the EPA “Most Probable Number” (MPN) method as described in section 3.1.1 of EPA [Recreational Water Quality Criteria](#) guidelines. The black line marks 70 cfu / 100 mL, which is the EPA cutoff for “Beach Action Values” as per Table 5 in the recreational water quality guidelines for both marine and freshwaters.

The possible sources of these impacts, whether inland (Washerwoman Creek) or adjoining and contiguous properties needs to be understood. Source tracking and additional monitoring is required to identify the source(s) creating this potentially dangerous situation. Given the conditions cited earlier, and the

investments made or being considered for the waterfront and community, we recommend a two-pronged approach.

The contribution of aged infrastructure to the high pathogen loads is unknown. ECUA still maintains a lift station just north of the site of the previous wastewater treatment plant, which sends untreated sewage to the new facility along the Escambia River. Given the age of the community and the infrastructure, it would not be surprising to discover that leaking pipes may be the source of these waterborne pathogens.

During the 26 July 2021 conference call with the city administrators, engineers, UWF researchers and yourself, we discussed possible scenarios based on samples collected inland last week (wet week) and this week (a dry week).

Bruce Beach	6 July 2021	13 July 2021	20 July 2021	27 July 2021
WWC	3873	313	299	213
SSL	738	41	464	10
MWL	638	109	670	10
Stormwater grate near De Villiers & Intendencia	Not sampled	Not sampled	>24,196	203
Corinne Jones	Not sampled	Not sampled	749	30

Fig. 4. Enterococcus loads at three set stations near Bruce Beach and two inland stations during July. Samples were collected at two inland sites which were suspected as contributing to the area.

Given the discussions we had on Monday and while awaiting confirmation and coordination of the city (stormwater) and ECUA personnel (potential sewage infiltration) and procurement officers, we have a general idea where the stormwater collects and is diverted to Washerwoman Creek.

We propose a two-pronged approach 1) identify the source of human pathogens detected at three locations along Bruce Beach, and 2) develop and characterize baseline of the water quality conditions (through the remainder of summer) at city owned properties along the new paddling trail.

Item 1. Bruce Beach Stormwater Source Tracking. We propose to conduct a 13-week study to examine the distribution and identify sources of the high enterococcus counts we have been detecting. Based on discussion with city and ECUA, we will identify and sample an additional 12 locations plus the original 3 locations at Bruce Beach. The city of Pensacola will provide personnel to assist with removing stormwater lids to collect samples.

Item 2. Weekly Monitoring of publicly accessible areas (Paddling Trails) where the public might encounter human pathogens. Fourteen sites, readily accessible to the community have been identified for weekly sampling (overlap with the Blueways/Paddling Trail) and the October 2021 Dragon Boat Race Event. Significant rain events (defined as >3.5 inches in 48 hours) will trigger additional sampling. This should allow us to narrow down point sources for the bacteria detected. Once identified, these locations can be examined more closely during future studies using both dye studies and source tracking to identify, for instance, whether the bacteria detected are of human or some other animal origin. The sample sites selected overlap with the city owned parcels identified in the Pensacola Bay Paddling Trail, and expand to the Visitor's Center, a dominant outfall at 14th Ave and Project GreenShores (Figure 5), a sandy beach adjacent to Bartram Park, Palafox Marina, Bruce Beach Marina, 'A' Street outfall, Sanders Beach (eastern shoreline), Pensacola Yacht Club Shoreline, and Mahogany Mill Boat Launch (Figure 6).



Fig. 5. Proposed sampling locations in Bayou Texar and the adjacent publicly accessible areas (Paddling trail samples).



Fig. 6. Proposed sampling locations in publicly accessible areas along the city waterfront. Paddling trail samples in yellow. Washerwoman creek samples in red

Budget

Item 1. Bruce Beach Stormwater Source Tracking – pending review of reports and access points.

Popping stormwater lids (12 locations) to track “hot” spots + 3 existing Bruce Beach locations

Item	Cost
Salary + Fringe	\$25,719
Consumables	\$ 6,000
Travel (\$0.445/mi * 13 weeks * 40 miles RT)	\$ 231
Laboratory Analysis for Enterococcus (\$27/sample * 15 locations * 13 weeks)	\$5,265
Subtotal	\$38,379
F&A (20%)	\$ 7,676
Total	\$46,055

Item 2. Weekly Monitoring of publicly accessible areas (Paddling Trails) where the public might encounter human pathogens.

13 weeks X 11 locations

Item	Cost
Salary + Fringe	\$25,719
Consumables	\$ 4,400
Travel (\$0.445/mi * 13 weeks * 40 miles RT)	\$ 231
Laboratory Analysis for Enterococcus (\$27/sample * 11 locations * 13 weeks)	\$ 3,861
Subtotal	\$35,375
F&A (20%)	\$7,075
Total	\$42,450

Sincerely,

Jane M. Caffrey, PhD

**RESOLUTION
NO. 2021-60**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. GENERAL FUND

	Fund Balance	88,505
1) City Council		
As Reads:	Operating Expenses	876,404
Amended		
To Read:	Operating Expenses	964,909

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

AUGUST 2021 - SUPPLEMENTAL BUDGET RESOLUTION -BRUCE BEACH/PADDLING TRAIL MONITORING - RES NO. 2021-60

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Fund Balance	<u>88,505</u>	Increase appropriated fund balance
Appropriations		
1) City Council		
Operating Expenss	<u>88,505</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>88,505</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-60

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Ann Hill

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-60 - APPROPRIATING FUNDING FOR BRUCE BEACH STORMWATER SOURCE TRACKING AND WEEKLY MONITORING.

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-60:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATES FOR THE FISCAL YEAR ENDING SEPTEMBER 20, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In an attempt to identify sources of water borne pathogens detected in surface waters around Bruce Beach certain tracking and monitoring needs to take place. Downtown Pensacola is currently experiencing a rebounding economy, including the waterfront. The interest and attention of the Community Park at Bruce Beach has developed a large, dedicated community of visitors all with the goal of stewardship, including several schools, researchers, paddlers, birders, fishermen, and many others.

This loosely organized stewardship consortium is attracted to this waterfront parcel in part because of the easy access, as well as the seasonal flora, migratory fauna, and the reestablishment of a maritime coastal forest.

The city and stakeholder partners have committed resources towards tourism which promote walkable, bikeable, access to clean water, and various outdoor recreational opportunities to both the community and visitors. Examples of water sports include the designated Blue Ways Trail, coastal rowing, sailing, regattas, Dragon Boat Racing, and the famous beaches which invite the public to recreate in area waters.

Encouraging the public to use and enjoy the water brings a responsibility to the city to know and understand local water quality, especially at access points. Should water quality be degraded to the point where human health may be affected, the city would be accountable to post signage warning of

concerns and possible shut down access until concentrations of contaminants are no longer a threat to human health. The public trusts the city to implement measures to keep them safe while recreating.

In February 2021, students and staff from the University of West Florida began sampling water quality and monitoring concentrations of Enterococcus using USEPA Method (Enterolert (QT)) in a NELAC certified Lab. This study was supported by City of Pensacola Councilwoman Hill who provided seed money to the Bream Fishermen Association (BFA).

Over fifty percent (50%) of the time, samples collected at the three sampling locations were found to be above acceptable threshold levels for human health exposure between Feb 8 and June 24.

Monitoring of water quality has shown the waters along Bruce Beach would be unacceptable for recreational activities much of the time. If not investigated and addressed, the city may be forced to post "No Swimming" signs along the shoreline. This may obstruct the efforts proposed to revitalize this area of the downtown shoreline.

PRIOR ACTION:

February 2021 - Monitoring of water quality and concentrations of Enterococcus by students and staff from the University of West Florida.

FUNDING:

Budget:	Stormwater Source Tracking
	\$25,719 Salary
	6,000 Consumables
	231 Travel (.445/mi - 13 wks - 40 miles RT
	5,265 Laboratory Analysis for Enterococcus
	<u>7,676</u> F & A
	\$46,055 From Unencumbered Fund Balance (Frozen Fund)

Weekly Monitoring 13 wks X 11 locations

	\$25,719 Salary
	4,400 Consumables
	231 Travel (.445/mi - 13 wks - 40 miles RT
	3,861 Laboratory Analysis for Enterococcus
	<u>7,075</u> F & A
	\$42,450 From Unencumbered Fund Balance (Frozen Fund)

Actual:	Stormwater Source Tracking
	\$25,719 Salary
	6,000 Consumables
	231 Travel (.445/mi - 13 wks - 40 miles RT
	5,265 Laboratory Analysis for Enterococcus
	<u>7,676</u> F & A
	\$46,055 From Unencumbered Fund Balance (Frozen Fund)

Weekly Monitoring 13 wks X 11 locations

\$25,719	Salary
4,400	Consumables
231	Travel (.445/mi - 13 wks - 40 miles RT
3,861	Laboratory Analysis for Enterococcus
<u>7,075</u>	F & A
\$42,450	From Unencumbered Fund Balance (Frozen Fund)

FINANCIAL IMPACT:

The impact from both projects would be a reduction in the Unencumbered Fund Balance (Frozen Fund) in the amount of \$88,505.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-60
- 2) Supplemental Budget Explanation No. 2021-60

PRESENTATION: No

**RESOLUTION
NO. 2021-60**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. GENERAL FUND

	Fund Balance	88,505
1) City Council		
As Reads:	Operating Expenses	876,404
Amended		
To Read:	Operating Expenses	964,909

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

AUGUST 2021 - SUPPLEMENTAL BUDGET RESOLUTION -BRUCE BEACH/PADDLING TRAIL MONITORING - RES NO. 2021-60

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Fund Balance	<u>88,505</u>	Increase appropriated fund balance
Appropriations		
1) City Council		
Operating Expenss	<u>88,505</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>88,505</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00651

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FLORIDA'S TERRITORIAL BICENTENNIAL EVENTS - LEGISLATIVE APPROPRIATION GRANT
NO. 22.C.PSs.900.853

RECOMMENDATION:

That City Council authorize the Mayor to accept and execute the Florida Department of State (DOS) General Program Support ("GPS") Grant 22.c.ps.900.853 in the amount of \$50,000 to help reimburse expenditures incurred as part of the Florida's Territorial Bicentennial events between July 1, 2021, and June 30, 2022. Further, that City Council authorize the Mayor to take all actions necessary to execute the grant. Finally, that City Council adopt a supplemental budget resolution to appropriate the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On July 17, 1821, United States' officials oversaw the exchange of flags in Pensacola as Florida formally passed from Spanish to American possession. Through a community-wide effort, our State and local community is in the process of commemorating this important event in our local, state, and national history. The major celebratory event occurred locally on Saturday, July 17, 2021. Operating funds for this event, as well as following programs, were funded by funds previously granted by the City (\$25,000.00) and Escambia County (\$25,000.00). This state-level award is a match of those combined funds for general program support.

Grant funds will be used to reimburse the UWF Historic Trust for expenditures that occurred as part of the July 17, 2021, event and for at least one smaller event to follow. This specifically includes the design, fabrication, and installation of interpretive historical signage, marketing materials, programing, and products related to the July 17, 2021, event program, products produced by UWF Historic Trust and WSRE to document the bicentennial celebration, and marketing and promotion for a Harvest Dinner in October by St. Michael's Cemetery.

On July 23, the City was awarded the GPS grant in the amount of \$50,000.00. This funding may be used to reimburse allowable expenses back to June 1, 2021 as well as fund allowable expenses through June 30, 2022. The grant funding should further the State's cultural objectives by conducting, creating, producing, presenting, staging or sponsoring cultural exhibits, performances, educational

programs, or events.

The City's Financial Planning and Administration Policy requires grants that equal \$25,000 or more in total expenditures to have City Council approval prior to grant acceptance.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 50,000.00 GPS Grant

Actual: \$ 50,000.00 Florida's Territorial Bicentennial Expenditures

FINANCIAL IMPACT:

Funds will be provided on a reimbursable basis for expenses that have been incurred and paid for by the UWF Historic Trust between July 1, 2021 and June 30, 2022. Adoption of a Supplemental Budget Resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/28/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Sherry Morris, Planning Services Director
Gregg Harding, Historic Preservation Planner

ATTACHMENTS:

- 1) GPS Grant Award Agreement
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

PRESENTATION: No

Agreement Between
The State of Florida, Department of State
And
City of Pensacola

This Agreement is by and between the State of Florida, Department of State, Division of Arts and Culture hereinafter referred to as the "Division," and the City of Pensacola hereinafter referred to as the "Grantee."

The Grantee has been awarded a General Program Support grant by the Division, grant number 22.c.ps.900.853 for the project "City of Pensacola 2022 Appropriation - Line Item" in the amount of \$50,000. Funds for this grant have been appropriated in the FY 2022 General Appropriations Act on line 3107. The Division has the authority to administer this grant in accordance with Section 265.286, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. Grant Purpose.** This grant shall be used exclusively for the "City of Pensacola 2022 Appropriation - Line Item" project, the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

Complete the introductory package of requirements for the implementation of the Scope of Work.

Design, print, and install interpretive signage. Execute one event related to the 200th Anniversary of Florida becoming a part of the United States. Market and execute at least one event after the July 17, 2021, 200th Anniversary of Florida.

All tasks associated with the project will be completed by June 30, 2022.

- b) The Grantee agrees to provide the following **Deliverables and Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Complete the introductory package of requirements for the implementation of the Scope of Work.	This agreement returned to the Division with correct Authorized Official signatures; Timeline of grant activities for the grant period; and Certificate of Completion for participation in a DAC Grants Management Webinar with a score of 100/100 on the 2021-2022 Grants Management Quiz.	\$12,500
2	Fixed Price	Design, print, and install interpretive signage.	Provide pdfs of final product with photos of installation.	\$12,500

3	Fixed Price	Execute one event related to the 200th Anniversary of Florida becoming a part of the United States.	Provide marketing materials, program, and photos of the event.	\$12,500
4	Fixed Price	Market and execute at least one event after the July 17, 2021, 200th Anniversary of Florida.	Provide marketing materials, program, and photos of the event.	\$12,500
Totals				\$50,000

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2022. The Budget provides details of how grant funds will be spent (which is incorporated as part of this Agreement and entitled Attachment A). All expenditures for this agreement shall be in accordance with this budget (Attachment A).

d) **Change Orders.** Should grant expenditures vary from the budgeted grant amount for any category by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on July 1, 2021, and shall end June 30, 2022, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Arts and Culture:
Teri Abstein

Florida Department of State
R.A.Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6299
Email: teri.abstein@dos.myflorida.com

For the Grantee:

Gregg Harding
222 West Main Street Pensacola Florida 32502
Phone: 850.435.1676
Email: gharding@cityofpensacola.com

4. **Grant Payments.** All grant payments are requested by submitting a payment request with documentation that the deliverable has been completed.

The total grant award shall not exceed \$50,000 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of the Agreement. The grant payment schedule is outlined below:

- a) The first payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
- b) The second payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
- c) The third payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
- d) The fourth payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

5. **Electronic Payments.** The Grantee may choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the **Florida Department of Financial Services**. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit <https://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check on payments.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). **An updated Substitute W-9 must be on file with www.myfloridacfo.com prior to release of payment. Grantee should confirm current Substitute W-9 is up to date prior to signing contract.**

7. **Grant Funds Expenditure Log.** The Grantee must submit an expenditure log demonstrating the use of grant funds prior to the release of any subsequent payments. Each log must list all grant expenditures, including check numbers or transaction numbers, payees, dates of payment, check amounts, and associated Deliverables that support the satisfactory completion of services for each payment. The expenditure log details how grant funds were spent to achieve the deliverable(s) during the previous payment period. Expenditure logs will be submitted online with payment requests at www.dosgrants.com.
8. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
9. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
- a) The full amount of the first payment (fixed price in the amount of 25% of the grant award) will be returned to the State of Florida if any Deliverable is not satisfactorily completed.
 - b) Second payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
 - c) Third payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
 - d) Fourth payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
- If the grantee has spent less than the total grant award in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between state dollars spent and the total grant award. The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. Pursuant to Section 18, the Grantee shall refund to the Division any excess funds paid out prior to reduction of total grant funding.
10. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses, and activities that occurred during that reporting period. All reports on grant progress will be submitted online through www.dosgrants.com.
- a) **Mid-Year Project Progress Report** for the grant period July 1 through December 31; first report is due no later than January 30
 - b) **Final Report** for the grant; the final report is due no later than July 30
11. **Matching Funds.** Grantees must provide at least one dollar in cash or in-kind (donated goods or services) for every dollar requested from the Division. Some expenses can only be included in the Estimated Project Budget

as match. The Division of Arts and Culture will provide exceptions to the financial matching requirements on grants for Rural Economic Development Initiative (REDI) communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*.

12. **Grant Completion Deadline.** The grant completion deadline is June 30 2022. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Approved Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 30 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 13 of this Agreement.
13. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least 30 days prior to the end of the grant period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death, or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.
14. **Credit Line(s) to Acknowledge Grant Funding.** In publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

"This project is sponsored in part by the State of Florida, Department of State, Division of Arts and Culture and the Florida Council on Arts and Culture (Section 286.25, *Florida Statutes*)."

15. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. In addition, the following are not allowed as grant or matching expenditures:
 - a) State funds from any source. This includes any income that comes from an appropriation of state funds or grants from the State of Florida.
 - b) Funds used as match for other Department of State grants.
 - c) Expenses incurred or obligated before July 1 or after the grant period.
 - d) Lobbying or attempting to influence federal, state or local legislation, the judicial branch or any state agency.
 - e) Building, renovation, or remodeling of facilities. Exception: capital expenditures that are directly related to the proposal such as exhibit construction or stage lighting.

- f) Costs associated with bad debts, contingencies, fines and penalties, interest, taxes, and other financial costs.
- g) Private entertainment.
- h) Food, and beverages.
- i) Plaques, awards, and scholarships.
- j) Activities restricted to private or exclusive participation, which shall include restricting access to programs on the basis of sex, race, color, national origin, religion, disability, age, or marital status.
- k) Re-granting.
- l) Contributions and donations.
- m) Mortgage payments.
- n) Payments to current Department of State employees.
- o) Telephone, utilities, office supplies, property improvements, fixtures, building maintenance, space rental, equipment costing over \$1,000 and other overhead and indirect costs. These expenses may only be used as match.
- p) Travel.

- 16. Travel.** The grantee must pay any travel expenses necessary for the completion of grant activities from local matching funds.
- 17. International Travel.** In accordance with Section 15.182, Florida Statutes (International travel by state-funded musical, cultural, or artistic organizations; notification to the Department of Economic Opportunity), the grantee shall notify the Department of State of any international travel at least 30 days before the date the international travel is to commence or, when an intention to travel internationally is not formed at least 30 days in advance of the date the travel is to commence, as soon as feasible after forming such travel intention. Notification shall include date, time, and location of each appearance.
- 18. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
- 19. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the “Department of State” and mailed directly to the following address: Florida

Department of State, Attention: Teri Abstein, Division of Arts and Culture, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

20. **Single Audit Act.** The grantee is required to complete a Single Audit Act certification form through the dosgrants.com grants management system. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
21. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
22. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
23. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
24. **Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Arts and Culture grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Arts and Culture, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.
25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.

29. Copyright. If publications, films, or similar materials are developed, directly or indirectly, from a program, project, or activity supported by the grant funds herein, any resulting copyright shall be held by the Grantee. As a condition of grant assistance, the Grantee agrees to and hereby awards to the Department and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

30. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and

property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- 31. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state, and federal law.
- 32. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, disability, or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 33. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 34. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
- 35. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or

remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

36. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
37. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Government entities shall follow procurement procedures in accordance with Section 287.057, *Florida Statutes*. All grantees shall maintain documentation demonstrating an open procurement process.
38. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
39. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Arts and Culture.
40. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
41. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
42. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.
43. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

44. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Estimated Project Budget (Attachment A)
- c) Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of Grant Number 22.c.ps.900.853 provided for from funds appropriated in the FY 2022 General Appropriation Act in the amount of \$50,000, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By: _____
Sandy Shaughnessy, Division Director

Witness

Date

Grantee:

By: _____
Authorizing Official for the Grantee

Print name and title of Authorizing Official

Witness

Date

ATTACHMENT A

Description	Grant Funds	Cash Match	In Kind Match
Line Item			
Florida historic marker and interpretive signage related to 200th Anniversary archaeology and local history, Event street light banners, Educational materials, Event related expenses	\$25,000	\$0	\$0
Marketing/promotion and event management/coordination	\$25,000	\$0	\$0
<i>Subtotals</i>	<i>\$50,000</i>	<i>\$0</i>	<i>\$0</i>
Totals	\$50,000	\$0	\$0

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes* (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained

from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office <http://www.ecfr.gov>

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

1. The Department of State through the dosgrants.com grants management system.
2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

1. The Department of State through the dosgrants.com grants management system.
2. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING: NA**

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: NA**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING: \$50,000**

MATCHING RESOURCES FOR FEDERAL PROGRAMS: YES

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, Cultural and Museum Grants, CSFA 45.061. Award Amount: \$50,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT
TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

**RESOLUTION
NO. 2021-59**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. SPECIAL GRANTS FUND

As Reads	State Grants	209,800
To:		
Reads	State Grants	259,800
As Reads	Grants and Aids	1,211,221
To:		
Reads	Grants and Aids	1,261,221

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**AUGUST 2021 - SUPPLEMENTAL BUDGET RESOLUTION - FLORIDA'S TERRITORIAL BICENTENNIAL GRANT - RES NO. 2021-59**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
State Grants	50,000	Increase estimated revenue from State Grants
Total Revenues	<u>50,000</u>	
Appropriations		
Grants and Aids	50,000	Increase appropriation for Grants and Aids
Total Appropriations	<u>50,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-59

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-59 - APPROPRIATING FUNDING IN RELATION TO THE FLORIDA'S TERRITORIAL BICENTENNIAL EVENTS - LEGISLATIVE APPROPRIATION GRANT NO. 22.C.PS.900.853

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-59.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On July 17, 1821, United States officials oversaw the exchange of flags in Pensacola as Florida formally passed from Spanish to American possession. Through a community-wide effort, our State and local community is in the process of commemorating this important event in our local, state, and national history. The major celebratory event occurred locally on Saturday, July 17, 2021. Operating funds for this event, as well as following programs, were funded by funds previously granted by the City (\$25,000) and Escambia County (\$25,000). This state-level award is a match of those combined funds for general program support.

Grant funds will be used to reimburse the UWF Historic Trust for expenditures that occurred as part of the July 17, 2021, event and for at least one smaller event to follow. This specifically includes the design, fabrication, and installation of interpretive historical signage, marketing materials, programing, and products related to the July 17, 2021, event program, products produced by UWF Historic Trust and WSRE to document the bicentennial celebration, and marketing and promotion for a Harvest Dinner in October by St. Michael's Cemetery.

On July 23, the City was awarded the GPS grant in the amount of \$50,000.00. This funding may be used to reimburse allowable expenses back to June 1, 2021 as well as fund allowable expenses through June 30, 2022. The grant funding should further the State's cultural objectives by conducting, creating, producing, presenting, staging or sponsoring cultural exhibits, performances, educational

programs, or events.

The City's Financial Planning and Administration Policy requires grants that equal \$25,000 or more in total expenditures to have City Council approval prior to grant acceptance.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 50,000.00 GPS Grant

Actual: \$ 50,000.00 Florida's Territorial Bicentennial Expenditures

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the grant funds. Funds will be provided on a reimbursable basis for expenses that have been incurred and paid for by the UWF Historic Trust between July 1, 2021 and June 30, 2022.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

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

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Sherry Morris, AICP, Planning Services Director
Gregg Harding, Historic Preservation Planner

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-59
- 2) Supplemental Budget Explanation No. 2021-59

PRESENTATION: No

**RESOLUTION
NO. 2021-59**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. SPECIAL GRANTS FUND

As Reads	State Grants	209,800
To:		
Reads	State Grants	259,800
As Reads	Grants and Aids	1,211,221
To:		
Reads	Grants and Aids	1,261,221

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**AUGUST 2021 - SUPPLEMENTAL BUDGET RESOLUTION - FLORIDA'S TERRITORIAL BICENTENNIAL GRANT - RES NO. 2021-59**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
State Grants	50,000	Increase estimated revenue from State Grants
Total Revenues	<u>50,000</u>	
Appropriations		
Grants and Aids	50,000	Increase appropriation for Grants and Aids
Total Appropriations	<u>50,000</u>	



Memorandum

File #: 2021-49

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-49 - APPROPRIATING FUNDING IN RELATION TO THE AMERICAN RESCUE PLAN ACT (ARPA) FOR (1) STORMWATER AND SEWER ABATEMENT AND (2) CITIZEN ASSISTANCE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-36.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

At the May 24, 2021 City Council workshop, a presentation was given by staff regarding a draft expenditure plan for the American Rescue Plan Act (ARPA). The ARPA is a \$1.9 trillion economic stimulus bill and within ARPA, the Coronavirus Local Fiscal Recovery Fund provides \$350 billion for states, municipalities, counties, tribes, and territories, including \$130 billion for local governments. The City of Pensacola is scheduled to receive \$19,153,643 from the Coronavirus Local Fiscal Recovery Fund. The draft expenditure plan included six spending categories: (1) the recovery of revenue loss, (2) grant compliance and administration, (3) facility improvements, (4) personnel, (5) stormwater and sewer abatement and (6) citizen assistance.

On June 17, 2021, City Council approved appropriations for the recovery of revenue loss, grant compliance and administration and facility improvements and on July 15, 2021, City Council approved appropriations for premium pay and employee vaccination incentive pay. This budget resolution will allocate funds for stormwater improvements and citizen assistance based on the May 24, 2021 draft expenditure plan.

Stormwater and Sewer Abatement. The ARPA allows the use of funds to cover necessary investments in water and sewer infrastructure, including the management and treatment of stormwater or subsurface drainage water. The Department of Treasury provides governments with wide latitude to identify investments in water and sewer infrastructure by aligning eligible uses of the

ARPA funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's (EPA) Clean Water State Revolving Fund (CWSRF). The types of projects eligible for CWSRF assistance include projects to construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution. City staff has identified the following projects as priority for this funding. Estimated project cost is provided but savings from one project may be needed to cover overages in another project once cost are known.

Main Street drainage improvements	\$1,679,003
Barrancas Avenue drainage improvements	600,000
Cordova Square pond expansion/rehabilitation	350,000
9 th Avenue to Pensacola Bay drainage improvements	<u>325,000</u>
Total	<u>\$2,954,003</u>

Main Street drainage improvements will install necessary stormwater piping to mitigate Main Street's historic flooding problems. Storm piping will collect water from the roadway via a system of inlets and pipes and route the water out to Pensacola Bay. Barrancas Avenue drainage improvements will reduce localized street flooding. Cordova Square pond expansion/rehabilitation would include pond side sloping and pond expansion for increased pond retention volume to address flooding and pollutant loading issues in this area. 9th Avenue to Pensacola Bay drainage improvements will reduce localized street flooding. All improvements will supplement budgeted capital projects in order to increase conveyance capacity of piping system to better reduce street flooding and create a more robust project.

Citizen Assistance. The ARPA allows the use of funds to respond to the public health mitigation and prevention as well as address the negative economic impacts of COVID-19. Public health efforts for COVID-19 include vaccination programs while economic impacts include services to address homelessness such as supportive housing and improved access to stable, affordable housing among unhoused individuals; housing vouchers, residential counseling, or housing navigation assistance; and affordable housing development to increase supply of affordable and high-quality living units.

Homelessness reduction	\$3,000,000
Local vaccine program	125,000
Housing assistance/affordable housing	<u>2,000,000</u>
Total	<u>\$5,125,000</u>

This appropriation will allow staff to move forward with stormwater improvements as well as citizen assistance.

PRIOR ACTION:

June 17, 2021 - City Council appropriated funding in relation to ARPA for the recovery of revenue loss, grant compliance and administration and facility improvements.

July 15, 2021 - City Council appropriated funding in relation to ARPA for premium pay and employee vaccination incentive pay.

FUNDING:

Budget: \$ 8,079,003 Coronavirus Local Fiscal Recovery Fund

Actual: \$ 2,954,003 Stormwater and Sewer Abatement
 5,125,000 Citizen Assistance
 \$ 8,079,003

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the funds for the grant in the American Rescue Plan Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/21/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-49
- 2) Supplemental Budget Explanation No. 2021-49

PRESENTATION: No

**RESOLUTION
NO. 2021-49**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; 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. AMERICAN RESCUE PLAN FUND

As Reads	Federal Grants	10,282,640
To:		
Reads	Federal Grants	18,361,643
As Reads	Operating Expenses	3,139,140
To:		
Reads	Operating Expenses	5,264,140
As Reads	Capital Outlay	1,665,000
To:		
Reads	Capital Outlay	4,619,003
To:	Grants and Aids	3,000,000

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**AUGUST 2021 - SUPPLEMENTAL BUDGET RESOLUTION-AMERICAN RESCUE PLAN ACT (ARPA) FUNDS-STORMWATER & SEWER ABATEMENT AND CITIZEN ASSISTANCE - RES NO. 2021-49**

FUND	AMOUNT	DESCRIPTION
A. AMERICAN RESCUE PLAN FUND		
Estimated Revenues		
Federal Grants	8,079,003	Increase estimated revenue from Federal Grants
Total Estimated Revenues	<u>8,079,003</u>	
Appropriations		
Operating Expenses	125,000	Increase appropriation for Operating Expenses
Operating Expenses	2,000,000	Increase appropriation for Operating Expenses
Capital Outlay	1,679,003	Increase appropriation for Capital Outlay
Capital Outlay	600,000	Increase appropriation for Capital Outlay
Capital Outlay	350,000	Increase appropriation for Capital Outlay
Capital Outlay	325,000	Increase appropriation for Capital Outlay
Grants and Aids	3,000,000	Appropriate funding for Grants and Aids
Total Appropriations	<u>8,079,003</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-44

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2021-44 - FLORIDA DEPARTMENT OF TRANSPORTATION GRANT (FDOT) #435717-7 - CHANGING PROJECT TITLE, SCOPE, AND DELIVERABLES

RECOMMENDATION:

That City Council adopt Resolution No. 2021-44.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, SCOPE, AND DELIVERABLES FOR FDOT GRANT #435717-7; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola International Airport requests grant funding from Florida Department of Transportation (FDOT) as part of the 5 Year Work Program. A description of projects and probable costs is submitted annually for the future 5 years. FDOT allots funding as requested and their budget allows.

For July 2021, FDOT allotted funds to assist with pavement rehabilitation of Runway 8/26. Airport priorities have changed since the initial request. The Airport would like to redirect these funds to the pavement rehabilitation of Taxiway A. In order for FDOT to issue the grant for the correct project, a Name Change Resolution is needed.

The Airport will return to Council once the grant is issued for acceptance and allocation of funds to the budget.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/8/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Resolution No. 2021-44

PRESENTATION: No

RESOLUTION
NO. 2021-44

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, SCOPE, AND DELIVERABLES FOR FDOT GRANT #435717-7; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola uses the airport management as a tool for scheduling and planning projects at the Pensacola International Airport (the "Airport"); and

WHEREAS, The Florida Department of Transportation ("FDOT") has allotted grant funds for the Airport to be received in July 2021 for specifically named projects; and

WHEREAS, the Airport originally applied for and received a public transportation grant from FDOT for a project titled "Runway 8/26 Pavement Rehabilitation"; and

WHEREAS, the Airport thereafter determined that the grant funds would be better utilized for a more critical project titled "Taxiway A Rehabilitation – Construction"; and

WHEREAS, the FDOT is amenable to allocating the grant to the "Taxiway A Rehabilitation – Construction" project; and

WHEREAS, due to that change in Airport priorities and prior to issuance of the grant, the name of the project for receipt of the FDOT grant must be changed from "Runway 8/26 Pavement Rehabilitation" to "Taxiway A Rehabilitation – Construction"; and

WHEREAS, the project description and justification will be revised to reflect the new project title;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall revise the project scope and deliverables for the Public Transportation Grant Agreement, including revising the name of the grant project, for the purpose of obtaining state aid.

SECTION 2. The Mayor is hereby authorized to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-54

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-54 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 2021-54.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; 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 Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department is requesting \$1,385.00 be appropriated from the Law Enforcement Trust Fund (LETF) for the purpose of donating to CDC Behavioral Healthcare, Inc. The funds will help provide with costs associated with drug, growing safe mindset, and safe neighborhood educational information material, along with much needed school supplies that will be in every bag distributed during the "National Night Out." This event has the ability to enhance the relationship between neighbors, families, children, community agencies, and law enforcement while providing much needed resources before the beginning of the school year.

National Night Out mission during the 38th year remains the same. It is an opportunity to heighten crime and drug prevention. It is a community wide event that is conducted annually and across our nation. It brings about awareness, support, and participation in local anti-crime and drug efforts. It is an example of bringing people together to strengthen the community spirit of togetherness and enhance relationships with our first responders. This year due to public safety after a year of Covid

restrictions, the National Night Out committee, headed by CDAC Behavioral Healthcare, decided to conduct a drive-thru event with the option to have a walk-up resource table for community member that do not have vehicles. Starting at 5:30 p.m., at the Maritime Park, on August 3, 2021, residents of Escambia County will be able to receive a bag of school supplies, a bag of Feeding the Gulf Coast food items, and information packets with community resources. Law enforcement personnel will be participating in the distribution of these items. Residents will also have the opportunity to receive the Covid-19 vaccine provided by the Florida Department of Health of Escambia County.

The funds from LETF will be used, in partnership with other monies received, to purchase school supplies (\$553.96) and prevention information materials (\$831.20).

The Interim Police Chief has certified that this request complies with the statutory requirements of Florida Statute 932.7055 and that the funds appropriated with be used for the qualifying purpose(s) of crime prevention, drug prevention and safe neighborhood.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the funds in the Law Enforcement Trust Fund for these purposes. There is no impact to the General Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/20/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-54
- 2) Supplemental Budget Explanation No. 2021-54
- 3) Letter of Certification
- 4) CDAC Behavioral Healthcare, Inc. LETF Application

PRESENTATION: No

**RESOLUTION
NO. 2021-54**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. LAW ENFORCEMENT TRUST FUND

	Fund Balance	1,385
As Reads:	Operating Expenses	64,908
Amended		
To Read:	Operating Expenses	66,293

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

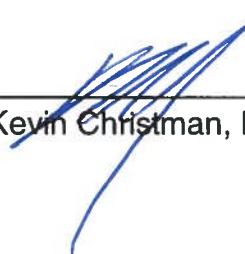
THE CITY OF PENSACOLA
AUGUST 2021 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2021-54

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>1,385</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>1,385</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>1,385</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 from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal Law Enforcement Trust Fund.

Item	Description of Requested Items	Amount
1	National Night Out (CDC Behavioral Healthcare, Inc.)	\$ 1385. ⁰⁰ / ₁₀₀
Total Requested		<u>\$1385.⁰⁰/₁₀₀</u>


 Kevin Christman, Deputy Chief

7-10-21
 Date



PENSACOLA POLICE DEPARTMENT LAW ENFORCEMENT TRUST FUND ("LETF") APPLICATION

The Pensacola Police Department (PPD) is pleased that we are able to benefit our community with the use of asset forfeiture funds by providing financial assistance to local nonprofit organizations that make a difference in our community. These funds are the result of civil forfeitures of assets (including cash) that have been seized as contraband linked to certain felony crimes and that meet the strict standards and statutory requirements by the seizing law enforcement agency. Once the civil forfeiture process is complete, the seized money is maintained in a Law Enforcement Trust Fund (LETf) and can only be used in accordance with the rules set forth in Florida Statutes, Section 932.701 - 932.707, called the "Florida Contraband Forfeiture Act (FCFA)." The provisions of the FCFA allows law enforcement agencies, such as PPD, to support projects and programs that strive to improve neighborhood safety, prevent crime, and provide drug abuse education and prevention within our Pensacola community.

Applications requesting funding may be a request to fund an entire project or may be a request to fund a particular piece of a larger project or program if that project or program meets the eligibility criteria set forth in the statutes described below.

Funding requests are subject to approval by the Chief of the Pensacola Police Department and the City Council, as well as funding availability.

Eligibility:

To be considered for funding:

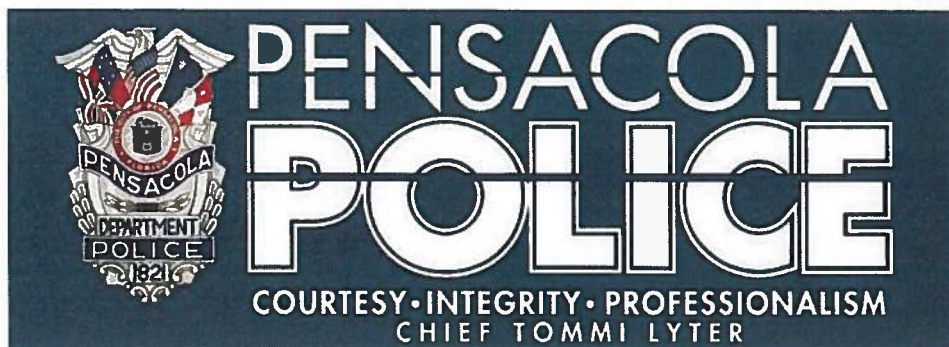
1. The project/program must meet the statutory criteria as to the use of LETF money and must fall into one of the following categories:

- Crime Prevention
- Drug Abuse and Prevention Program
- Safe Neighborhoods
- School Resource Officer
- Other Law Enforcement Purpose in Compliance with F.S. §932.7055(5)(a).

2. In order to be considered for submission, the following documents **MUST** be attached to the application at the time of submission.

- Part 1 of this application
- Part 2 of this application (including line item budget)
- Sunbiz Certification of Status
- IRS Form 501(c)(3)
- IRS Form W-9

3. If the application is approved and money for the project is awarded, applicants will have 90 days to complete Part 3 and return to the PPD. Part 3 provides statutorily required audit information of how the funds received were utilized along with a description of the outcomes of the project or program for which the funds were granted. This must include receipts where applicable, as well as documentation of expenses that account for exactly how the money was spent for the program or project for which it was requested. **Part 3 must be completed and returned within 90 days following the performance period of the project / program / event for which the LETF money was awarded. Failure to submit Part 3 in a timely manner may result in a demand for the funds granted to be returned and will result in a failure of the agency to be considered as a recipient for future LETF money.**



PART 1

The person completing this application must have legal authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds.

Initial DM Applicant will keep clear and accurate records throughout the Program period so that the progress of the services rendered may be readily evaluated by PPD.

Initial DM I understand that a final report of activities and expenditures documented by receipts or other financial proof of expenditure of the Program must be submitted by Applicant on the report form (Part 3) to the PPD no later than 90 days of the end of the performance period.

Initial DM I understand that failure to comply with the reporting requirements in Part 3 may result in Applicant having to return LETF monies and will remove the applicant agency from future consideration to receive LETF monies.

Initial DM If Applicant's agency fails to use the funds in the manner described in this application, or if the project or program does not occur or is not completed in the same manner and in the performance period as described in the application, or is determined later to not be qualified to receive LETF monies; or if there was an untruthful statement made by Applicant within Application; or fails to provide the necessary reporting documents to the PPD, then all LETF monies disbursed to the Applicant must be returned to the PPD within ten (10) business days of the PPD's written demand for the same and Applicant will be ineligible for any further LETF disbursements.

Initial DM I understand that false statements or claims made in connection with this LETF application may result in fines, imprisonment, and/or any other remedy available by law.

I certify that I have the appropriate authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds. I also certify that the assurances provided are true and accurate to the best of my knowledge.

Applicant Agency Name: CDAC Behavioral Healthcare, Inc.

Denise Manassa

Printed Name of Person Authorized to Complete this Application

Director of Community Prevention

Title

Denise Manassa

Signature

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED before me this 15th day of June, 2021, by (name of person making statement) who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

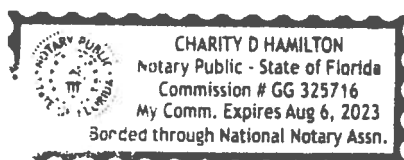
Charity D Hamilton

Signature of Notary

State of Florida at Large

My Commission Expires:

(Notary Seal)



PART 2

Section 1

APPLICANT INFORMATION

Name of Agency:	CDAC Behavioral Healthcare, Inc.		
Name of Program to receive funding from LETF:	National Night Out		
Amount of LETF Funds Requested:	1,385.00		
Name/ Title of Contact:	Denise Manassa, Director of Community Prevention		
Address:	3804 North 9th Avenue	Phone:	850-434-2724
City • Zip Code:	Pensacola, Fl. 32503	Fax:	850-433-9802
Total Program Budget:	\$10,777.00	E-mail:	dmanassa@cdac.info
Dates of Project/Program:	August 3, 2021		

Section 2

LETF CATEGORY

(Place an "X" to the left of one program area for which you intend to apply):

☒
☒
☒
☐
☐

1. Crime Prevention
2. Drug Abuse Education and Prevention Programs
3. Safe Neighborhood
4. School Resource Officer
5. Other Law Enforcement Purpose in Compliance with F.S. §932.7055(5)(a)

Section 3

PROPOSED PROGRAM INFORMATION

a. What is the mission statement of your agency?

The mission and goals of CDAC Behavioral Healthcare:

To support positive lifestyles and choices for families and communities through prevention and intervention.

1. To assist with the identification of the behavioral health and physical health issues that interfere with positive lifestyles and choices for families and communities.
2. To assist with the coordination of services and collaboration of individuals and organizations seeking to solve the behavioral health and physical health issues that interfere with positive lifestyles and choices for families and communities.
3. To develop and implement programs that promote behavioral healthcare to support positive lifestyles and choices for families and communities.

b. How does your proposed project or program address the statutorily applicable LETF Category as marked in Part 2, section 2 of this application?

National Night Out vision is to enhance the relationship between neighbors and law enforcement while bringing back a true sense of community. It is an opportunity to bring law enforcement, resources, and community members together under positive circumstances.

National Night Out began in the suburbs of Philadelphia, Pennsylvania and now thousands of communities across the nation participate the first Tuesday in August to increase awareness of neighborhood safety, and drug and violence prevention. This annual community building family event promotes police-community engagement strengthening relationships and camaraderie increasing anti-crime and drug prevention efforts. Law enforcement will be at the event distributing food, school supplies, crime, drug, and neighborhood safety brochures, and valuable community resource information.

The LETF funding will enable families and children to receive appropriate drug prevention and neighborhood safety material. The educational material and school supplies promotes making good choices to stay in school, how to be safe in neighborhoods, grow safe mindsets, and the prevention of drug misuse and use.

Community members and children will have the opportunity see and interact with law enforcement personnel in a helping environment that is promoting safety and trust. Acts of kindness strengthens relationships and gives a sense of hope increasing the desire to live a healthy lifestyle.

- c. Why is this funding needed (what community program does it address)? What data or information suggests this program will be beneficial to the residents of Pensacola?

National Night Out has the ability to enhance the relationship between neighbors, families, children, community agencies, and law enforcement while providing much needed resources before the beginning of the school year.

According to 2020 report by the Florida Chamber Foundation 22.3% of our children under the age of 18 in Escambia County live below the federal poverty guidelines. The Studer Community Institute also reported that 17.4% of Pensacola residents in 2019 had an income below the poverty level, which was 27.3% greater than the poverty level across the entire state of Florida. The data indicates the need to support the children and families in our area.

National Night Out LETF monies will provide the families with drug, growing safe mindset and safe neighborhood educational information material along with much needed school supplies that will be in every bag distributed during the event.

- d. What is the specific time frame of dates that this program or project will be performed?

National Night Out is an annual community event on the first Tuesday of August. The 2021 National Night Out will be on **August 3rd starting at 5:30 p.m.** This year National Night Out will be at Maritime Park, downtown Pensacola. CDAC Behavioral Healthcare provides the technical assistance, planning, and leads the fundraising efforts. CDAC staff coordinates monthly meetings, guiding partners in our shared ideas and planning efforts.

- e. Describe in detail the program or project for which you are seeking LETF funds and specifically how the funds requested will be used. A specific breakdown of the funds must be included on the attached line item budget

National Night Out mission during the 38th year remains the same. It is an opportunity to heighten crime and drug prevention. It is a community wide event that is conducted annually and across our nation. It brings about awareness, support, and participation in local anti-crime and drug efforts. It is an example of bringing people together to strengthen the community spirit of togetherness and enhance relationships with our first responders. This year due to public safety after a year of Covid restrictions, the National Night Out committee, headed by CDAC Behavioral Healthcare, decided to conduct a drive-through event with the option to have a walk-up resource table for community members that do not have vehicles. Starting at 5:30 p.m. at the Maritime Park on August 3, 2021, residents of Escambia County will be able to receive a bag of school supplies, a bag of Feeding the Gulf Coast food items, and information packets with community resources. Law enforcement personnel will be participating in the distribution of these items. Residents will also have the opportunity to receive the Covid-19 vaccine provided by the Florida Department of Health of Escambia County.

The funds from the LEFT will be used, in partnership with other monies received, to purchase school supplies and food from Feeding the Gulf Coast.

I certify that I have the appropriate authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds. I also certify that the assurances provided are true and accurate to the best of my knowledge.

OFFICIAL AUTHORIZED TO SIGN AND BIND APPLICANT AGENCY TO APPLICATION:

Signature: Denise Manassa

Print: Denise Manassa

Title: Director of Community Prevention

STATE OF FLORIDA
COUNTY OF ESCAMBIA

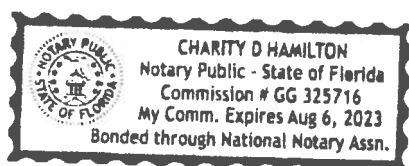
SWORN TO AND SUBSCRIBED before me this 15th day of June, 2021, by (name of person making statement) who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Charity D Hamilton

Signature of Notary
State of Florida at Large
My Commission Expires:

(Notary Seal)



Total Program Line Item Budget

LETF LINE ITEM BUDGET	CALCULATION	TOTAL AMOUNT
Program Expenses		
Personnel Costs/Salaries	CDAC staff in-kind \$32.47 x 6 service hours x 40 staff in-kind	\$7,793.00 CDAC staff in-kind
Consultants and Professional Fees	\$ 0	0
Travel	\$ 0	0
Equipment	\$ 0	0
Supplies provide by LETF funding request. See attached	\$ 553.96 school supplies	\$553.96 school supplies
Printing and Copying	\$ 100.00 CDAC in-kind	\$100.00 CDAC in-kind
Other (specify) 10,000 pounds of food	\$ 1,500 food cost	\$1,500 food cost
food provided by Feeding the Gulf Coast		
NIDA prevention drug material free		
Prevention material attached items provided by LETF funding request	\$831.20 prevention information material	\$831.20 prevention information material
Total Program Expenses	\$10,778.16 including in-kind cost	\$10,778.16
	LETF Request	\$ 1,385.16
	Total:	\$ 9,393.00

National Night Out 2021 LETF funding material and school supply list
--

Product Name	Cost per item	Units ordering	Total cost
Growth Mindset Bookmarks	\$4.79 for package of 25	1,000	\$191.60
Together We Create a Safer Community Wrist band	\$15.99 for package of 25	1,000	\$639.60
Elmer's Glue sticks package of 60	\$17.88	17 = 1,020	\$303.96
Cra-Z-Art School Crayons, 24 count	\$0.25	1,000	\$250.00
			Total: \$1,385.16
CDAC will be providing Drug Prevention material from the National Institute of Drug Abuse (NIDA) that is provided for free. See attached			

0000091 01/15/19



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012617789C-0	03/31/2019	03/31/2024	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE COMMUNITY DRUG AND ALCOHOL
COUNCIL INC
3804 N 9TH AVE
PENSACOLA FL 32503-8813

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CDAC BEHAVIORAL HEALTHCARE, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ► NON-PROFIT CORPORATION - 501C	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3804 N 9TH AVENUE	Requester's name and address (optional)
6 City, state, and ZIP code PENSACOLA, FL 32503	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
5	9	-	1	3	8	0	9	2	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person ► *Patti Beebe*

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or capital gains)
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: November 13, 2001

The Community Drug and Alcohol Council, Inc.
803 N. Palafox St.
Pensacola, FL 32501-3113038

Person to Contact:
Cassandra E. Jackson 31-07417
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-1380927

Dear Sir or Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on February 26, 1998. We have updated our records to reflect the name change as indicated above.

Our records indicate that a determination letter issued in February of 1973 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

-2-

The Community Drug and Alcohol Council, Inc.
59-1380927

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

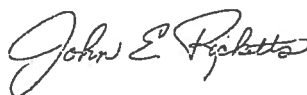
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
CDAC BEHAVIORAL HEALTHCARE, INC.

Filing Information

Document Number 721412
FEI/EIN Number 59-1380927
Date Filed 07/26/1971
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 08/05/2019
Event Effective Date NONE

Principal Address

3804 N 9TH AVE
PENSACOLA, FL 32503

Changed: 10/29/2004

Mailing Address

3804 N 9TH AVE
PENSACOLA, FL 32503

Changed: 10/29/2004

Registered Agent Name & Address

SCRIVNER, LEASHIA
3804 N 9TH AVE
PENSACOLA, FL 32503

Name Changed: 02/23/2010

Address Changed: 02/23/2010

Officer/Director Detail

Name & Address

Title ED

SCRIVNER, LEASHIA
3804 NORTH NINTH AVE
PENSACOLA, FL 32503

Title T

Chesterfield, Burton
3804 N 9TH AVE
PENSACOLA, FL 32503

Title 1ST V

HAMILTON, ANDREA
3804 N. 9TH AVENUE
PENSACOLA, FL 32503

Title 2ND V

THOMPSON, DEEDEE
3804 N 9TH AVE
PENSACOLA, FL 32503

Title P

NEWCOMER, MATTHEW
3804 N. 9TH AVENUE
PENSACOLA, FL 32503

Title S

RICHARDS, KELLY M
3804 N. 9TH AVENUE
PENSACOLA, FL 32503

Annual Reports

Report Year	Filed Date
2019	01/08/2019
2020	01/08/2020
2021	01/11/2021

Document Images

01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/08/2020 -- ANNUAL REPORT	View image in PDF format
08/05/2019 -- Amendment	View image in PDF format
01/08/2019 -- ANNUAL REPORT	View image in PDF format
12/03/2018 -- Amendment	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
06/05/2017 -- Name Change	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
02/17/2014 -- ANNUAL REPORT	View image in PDF format
01/07/2013 -- ANNUAL REPORT	View image in PDF format

<u>04/05/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/15/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/23/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/22/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/11/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/22/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/06/2005 -- REINSTATEMENT</u>	View image in PDF format
<u>10/06/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/11/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/23/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/04/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/14/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/27/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/16/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/03/1998 -- Amendment and Name Change</u>	View image in PDF format
<u>03/04/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/1996 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/07/1995 -- ANNUAL REPORT</u>	View image in PDF format



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-56

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2021-56 - NATURAL GAS SUPPLY CONTRACT WITH BLACK BELT ENERGY GAS DISTRICT

RECOMMENDATION:

That the City Council adopt Resolution No. 2021-56:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AUTHORIZING THE PURCHASE OF NATURAL GAS FROM THE BLACK BELT ENERGY GAS DISTRICT; APPROVING THE EXECUTION AND DELIVERY OF A GAS SUPPLY CONTRACT AND OTHER DOCUMENTS RELATING TO SAID PURCHASE; CONSENTING TO THE ASSIGNMENT OF CERTAIN OBLIGATIONS UNDER THE GAS SUPPLY CONTRACT IN CONNECTION WITH THE ISSUANCE OF BONDS BY THE BLACK BELT ENERGY GAS DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of the recommendation is to secure a thirty (30) year natural gas supply to provide service to one retail customer in Pensacola Energy's service area, International Paper, Inc. (IP). IP is agreeing to a two year contract from April 1, 2022 to March 31, 2024, and shall continue from year to year thereafter. Gas supply will be provided at a discount to market price under the prepay agreement enabling Pensacola Energy to share the discount and provide service to IP at a competitive price. At that time, Pensacola Energy would continue to serve IP, or use the supply for its customer base, or return the supply back to BB and terminate the prepay agreement.

The natural gas prepayment project is a structured financial transaction that uses tax-exempt bonds to prepay for the delivery of gas on a long-term basis to achieve a discount to the market index price of gas. BB is a Natural Gas Acquisition Authority and acts as the agency for its members and other participating public agencies to acquire, finance and promote economic sources and supply of natural gas as well as provide transportation, storage and management of gas supply. BB will prepay for gas supply from BP Energy (PE's current supplier) and sell to the City of Pensacola at a guaranteed minimum discount below the index price of gas.

This resolution is Exhibit H of the Gas Supply Agreement with BB.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Natural gas costs are budgeted annually. While the amount of this agreement is unknown, the shared discount will provide a profit to Pensacola Energy to increase fund balance.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/23/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Don J. Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Resolution No. 2021-56
- 2) Exhibit A - Black Belt Gas Supply Agreement

PRESENTATION: No

RESOLUTION
NO. 2021-56

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AUTHORIZING THE PURCHASE OF NATURAL GAS FROM THE BLACK BELT ENERGY GAS DISTRICT; APPROVING THE EXECUTION AND DELIVERY OF A GAS SUPPLY CONTRACT AND OTHER DOCUMENTS RELATING TO SAID PURCHASE; CONSENTING TO THE ASSIGNMENT OF CERTAIN OBLIGATIONS UNDER THE GAS SUPPLY CONTRACT IN CONNECTION WITH THE ISSUANCE OF BONDS BY THE BLACK BELT ENERGY GAS DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Black Belt Energy Gas District ("Black Belt") is an Alabama gas district, a public corporation organized by actions of its member municipalities pursuant to the provisions of the Alabama Gas Districts Act, § 11-50-390 et seq., Alabama Code (1975); and

WHEREAS, Black Belt was formed, among other reasons, to acquire secure, reliable and adequate long-term supplies of gas for resale to governmentally owned wholesale customers for ultimate delivery to the residential, commercial, institutional, and industrial consumers in their areas of service, both inside and outside the State of Alabama, and to achieve cost savings, economies of scale and reliability of supply; and

WHEREAS, Black Belt is planning projects to acquire long-term gas supplies from Aron Energy Prepay 6 L.L.C., a Delaware limited liability company organized by J. Aron & Company LLC, a New York limited liability company ("J. Aron") and a wholly-owned subsidiary of The Goldman Sachs Group, Inc. ("J. Aron"), or through other suppliers of prepaid natural gas to Black Belt (each a "Prepaid Supplier"); and

WHEREAS, Black Belt's purchases from a Prepaid Supplier will in all cases be made pursuant to a Prepaid Natural Gas Sales Contract and will be sized to meet a portion of the requirements of certain municipal gas systems, including, in certain circumstances, the City of Pensacola, Florida, d/b/a Pensacola Energy (the "Gas Purchaser"), and other public gas distribution systems that elect to participate (each, a "Project Participant") through a prepayment by Black Belt (each, a "Prepaid Project"); and

WHEREAS, Black Belt will issue Gas Project Revenue Bonds in one or more series (the "Bonds") to finance the acquisition of the gas supplies under each Prepaid Project; and

WHEREAS, Gas Purchaser is a municipal corporation and a political subdivision organized under the laws of the State of Florida; and

WHEREAS, Gas Purchaser has determined that it is in the best interest of its customers to be a Project Participant in one or more of the Prepaid Projects and thereby purchase gas from Black Belt to meet a portion of the requirements of Gas Purchaser, including to meet a portion of the requirements of one or more large volume industrial customers located in Gas Purchaser's service territory, pursuant to a natural gas sales contract to be entered into by Black Belt and Gas Purchaser (in each case, the "Gas Supply Contract"); and

WHEREAS, under the Gas Supply Contract, Gas Purchaser will agree to purchase from Black Belt the amounts of gas specified in the Gas Supply Contract, at the prices specified in the Gas Supply Contract, for a term specified in the Gas Supply Contract; and

WHEREAS, the Bonds will be issued pursuant to a Trust Indenture between Black Belt and a corporate trustee (the "Indenture") and will be purchased by the underwriters or original purchasers of the Bonds (the "Underwriters") pursuant to one or more bond purchase contracts or similar agreements; and

WHEREAS, Black Belt will pledge to the payment of the Bonds certain assets of Black Belt, including the Gas Supply Contract between Black Belt and Gas Purchaser; and

WHEREAS, Gas Purchaser shall have no financial liability with respect to the Bonds, and Gas Purchaser's only obligations relating to the Prepaid Project shall be those set forth in the Gas Supply Contract; and

WHEREAS, in order to authorize the purchase of natural gas from Black Belt and the execution of the Gas Supply Contract, to consent to the assignment of the Gas Supply Contract to secure the Bonds, to authorize the sale of the gas purchased from Black Belt, and to authorize and take such other necessary and appropriate action in furtherance of participation in the Prepaid Projects, the City Council of the City of Pensacola adopts this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA (the "Governing Body"), as follows:

SECTION 1: The City of Pensacola, Florida, d/b/a Pensacola Energy ("Gas Purchaser") is authorized to enter into one or more Gas Supply Contracts with Black Belt, pursuant to which Gas Purchaser will purchase natural gas from Black Belt to meet a portion of the requirements of Gas Purchaser, including to meet a portion of the requirements of certain industrial customers. Any Gas Supply Contract shall (a) have a delivery period of not greater than 366 months, (b) shall be appropriately sized to meet a portion of Gas Purchaser's requirements or, in the event of a purchase for resale to one or more industrial customers, provide for the purchase by Gas Purchaser of not more than the expected annual average usage of the industrial customer (as expressed in MMBtu per day), and (c) provide for a projected minimum savings to Gas Purchaser (prior to

payment by the Gas Purchaser of the project administration fee as set forth in the Gas Supply Contract) through monthly and annual discounts of not less than: (i) \$0.35 per MMBtu gross to Gas Purchaser, or \$0.30 per MMBtu net to Gas Purchaser after payment of the project administration fee, for the Initial Discount Period and (ii) during any Reset Period following the Initial Discount Period \$0.20 per MMBtu gross to Gas Purchaser unless Gas Purchaser elects to purchase gas at a lesser discount during any Reset Period, as set forth in the Gas Supply Contract.

SECTION 2: The Gas Supply Contract shall be in substantially the form submitted and attached hereto as Exhibit A, which such form is hereby approved, to include such completions, deletions, insertions, revisions, and other changes as may be approved by the officers executing same with the advice of counsel, their execution to constitute conclusive evidence of their approval of any such changes.

SECTION 3: The Mayor of the City of Pensacola (the "Authorized Officer") is hereby authorized to execute and deliver the Gas Supply Contract and the City Clerk or other officer (the "Attesting Officer") is hereby authorized to attest the Gas Supply Contract.

SECTION 4: The officers, employees, and agents of Gas Purchaser are hereby authorized and directed to take such actions and do all things necessary to cause the purchase of said gas to take place, including the payment of all amounts required to be paid in order to purchase the gas in accordance with the Gas Supply Contract.

SECTION 5: The Governing Body consents to the assignment and pledge of all of Black Belt's right, title and interest under the Gas Supply Contract and the amounts payable thereunder, including the right to receive performance by Gas Purchaser of its obligations thereunder, to secure the payment of principal of and interest on the Bonds.

SECTION 6: The officers and employees of Gas Purchaser, as well as any other agent or representative of Gas Purchaser, are hereby authorized and directed to cooperate with and provide Black Belt, the underwriters of the Bonds, and their agents and representatives with such information relating to Gas Purchaser as may be necessary for use in the preparation and distribution of a preliminary official statement or other disclosure document used in connection with the sale of the Bonds. After the Bonds have been sold, any officer or employee of Gas Purchaser, or any agent or representative designated by Gas Purchaser, shall make such completions, deletions, insertions, revisions, and other changes in the preliminary official statement relating to Gas Purchaser not inconsistent with this Resolution as are necessary or desirable to complete it as a final official statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Governing Body hereby covenants and agrees that Gas Purchaser will cooperate with Black Belt in the discharge of Black Belt's obligations to provide annual financial and operating information and notification as to material events with respect to Gas Purchaser as may be required by the Rule. Any officer or employee of Gas Purchaser, or such other agent or representative of Gas Purchaser as shall be appropriate, is hereby authorized and directed to provide such information as shall be

required for such compliance, and such officer or employee may execute a continuing disclosure undertaking with respect to the provision of such information if requested to do so by Black Belt and the underwriters of the Bonds.

SECTION 7: The Bonds are not obligations of Gas Purchaser but are limited obligations of Black Belt payable solely from the revenues and receipts pledged by Black Belt under the Indenture, including the revenues and receipts arising from the sale of gas to Project Participants, including Gas Purchaser. By consenting to the assignment of the Gas Supply Contract and agreeing to provide information for inclusion in the official statement, Gas Purchaser is not incurring any financial liability with respect to the Bonds.

SECTION 8: All acts and doings of the officers and employees of Gas Purchaser or any other agent or representative of Gas Purchaser which are in conformity with the purposes and intent of this Resolution and in furtherance of the execution and delivery of and performance under the Gas Supply Contract, and in furtherance of the issuance and sale of the Bonds, shall be and the same hereby are in all respects approved and confirmed, including without limitation the execution and delivery by the officers of Gas Purchaser of all certificates and documents as they shall deem necessary in connection with the Gas Supply Contract and the Bonds.

SECTION 9: If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 10: 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 the City Council

Attest:

City Clerk

GAS SUPPLY AGREEMENT

BY AND BETWEEN

THE BLACK BELT ENERGY GAS DISTRICT

AND

CITY OF PENSACOLA, FLORIDA, D/B/A PENSACOLA ENERGY

DATED AS OF SEPTEMBER 1, 2021

ARTICLE I	DEFINITIONS AND CONSTRUCTION	2
1.1.	Construction of this Agreement	2
1.2.	Definitions	2
ARTICLE II	SERVICE OBLIGATIONS	9
2.1.	Effective Date	9
2.2.	Termination Due to Failure to Issue Bonds or Provide Minimum Discount	9
2.3.	Gas Supply Service	9
2.4.	Pledge of this Agreement	10
ARTICLE III	RECEIPT AND DELIVERY POINTS	10
3.1.	Delivery Points	10
3.2.	Transfer of Title	10
ARTICLE IV	PRICING OF GAS SUPPLY SERVICES	10
4.1.	Charge Per MMBtu Delivered	10
4.2.	Substitute Index Price; Corrections to Index Prices	10
4.3.	Project Administration Fee	11
4.4.	Remarketing	11
4.5.	Annual Refunds	11
ARTICLE V	TERM	12
5.1.	Primary Term	12
5.2.	Early Termination Before End of Primary Term	12
5.3.	Remarketing Election; Suspension and Resumption of Deliveries.	12
5.4.	Winding Up Arrangements.	14
ARTICLE VI	FAILURE TO PERFORM	14
6.1.	Cost of Replacement Gas	14
6.2.	Obligation to Take the Daily Quantity	14
6.3.	No Consequential or Special Damages	15
6.4.	Imbalances	15
ARTICLE VII	RESPONSIBILITY FOR TRANSPORTATION	15
ARTICLE VIII	DELIVERY REQUIREMENTS	16
8.1.	Specifications	16
8.2.	Pressure	16
8.3.	Measurement	16

ARTICLE IX	TITLE AND RISK OF LOSS	16
ARTICLE X	ROYALTIES AND TAXES	16
10.1.	Royalties and Other Charges	16
10.2.	Taxes	16
ARTICLE XI	BILLING AND PAYMENT	17
11.1.	Timing.....	17
11.2.	Late Payment	17
11.3.	Audit Rights	17
11.4.	Special Obligations and Covenants of Gas Purchaser	17
11.5.	Pledge of Gas Contracts and Revenues	Error! Bookmark not defined.
11.6.	Financial Responsibility.....	19
11.7.	No Set-Off.....	19
ARTICLE XII	LAWS AND REGULATIONS.....	19
ARTICLE XIII	FORCE MAJEURE.....	19
13.1.	Suspension of Obligations	19
13.2.	Force Majeure Defined	19
13.3.	Force Majeure Exclusions.....	20
13.4.	Settlement of Labor Disputes.....	20
13.5.	Force Majeure Procedure.....	20
ARTICLE XIV	DEFAULT	20
14.1.	Failure by Gas Purchaser to Make Payments Due.....	20
14.2.	Enforcement and Right to Discontinue Service.....	21
14.3.	Reinstatement of Service	21
14.4.	Other Default by Gas Purchaser	21
14.5.	Default by Issuer	21
14.6.	Arbitration and Mediation.....	21
14.7.	Third-Party Beneficiaries.....	21
14.8.	Downstream Supply Contract.....	22

ARTICLE XV	[RESERVED]	22
ARTICLE XVI	WAIVERS	22
ARTICLE XVII	SUCCESSION AND ASSIGNMENT	23
ARTICLE XVIII	NOTICES	23
ARTICLE XIX	CHOICE OF LAW	24
ARTICLE XX	MODIFICATIONS	24
ARTICLE XXI	COMPUTATIONS	25
ARTICLE XXII	REPRESENTATIONS AND WARRANTIES	25
22.1.	Representations and Warranties of Issuer	25
22.2.	Representations and Warranties of Gas Purchaser	25
ARTICLE XXIII	CERTAIN OBLIGATIONS OF GAS PURCHASER	26
23.1.	Tax-Exempt Status of Bonds	26
23.2.	Continuing Disclosure	27
ARTICLE XXIV	EXCHANGES	27
24.1.	General Rule	27
24.2.	Description of Exchange Agreement	28
24.3.	Exchange Transactions Through a Third Party	28
ARTICLE XXV	INTERPRETATION	28
25.1.	Entirety of Agreement.....	28
25.2.	Headings	28
25.3.	Severability	28
25.4.	Limited Liability	29
ARTICLE XXVI	COUNTERPARTS	30
EXHIBIT A	PRIMARY DELIVERY POINTS	
EXHIBIT B	DAILY CONTRACT QUANTITIES	
EXHIBIT C	INDEX PRICE	
EXHIBIT D	MONTHLY DISCOUNT	
EXHIBIT E	FEDERAL TAX CERTIFICATE	
EXHIBIT F	FORM OF OPINION OF COUNSEL TO GAS PURCHASER	

EXHIBIT G FORM OF REMARKETING ELECTION NOTICE

EXHIBIT H FORM OF CLOSING CERTIFICATE

GAS SUPPLY AGREEMENT

PREAMBLE

This Gas Supply Agreement (this “Agreement”), dated as of September 1, 2021 (the “Effective Date”), is made and entered into by and between the City of Pensacola, Florida (“Gas Purchaser”), and The Black Belt Energy Gas District (“Issuer”). Gas Purchaser and Issuer are sometimes hereinafter referred to in this Agreement collectively as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, Issuer is a public corporation organized as a gas district under the laws of the State of Alabama; and

WHEREAS, Gas Purchaser is a municipal government entity organized and validly existing under the laws of the State of Florida; and

WHEREAS, Issuer has planned and developed a project to acquire long-term Gas supplies from Aron Energy Prepay 6 LLC, a Delaware limited liability company (“Prepaid Gas Supplier”) (hereinafter referred to as “Prepay LLC”) (“Prepay LLC”), pursuant to a Prepaid Natural Gas Sales Agreement (the “Prepaid Gas Agreement”) to meet a portion of the Gas supply requirements of Gas Purchaser and other municipal utilities and joint action agencies that elect to participate (together, the “Project Participants”) through a gas prepayment project (the “Prepaid Project”); and

WHEREAS, Gas Purchaser desires to enter into an agreement with Issuer for the purchase of Gas supplies from the Prepaid Project; and

WHEREAS, Issuer will finance the prepayment under, and the other costs of, the Prepaid Project by issuing Bonds; and

WHEREAS, Gas Purchaser desires to enter into an agreement with Issuer for the purchase of Gas supplies that Issuer acquires under the Prepaid Project for sale to a retail industrial customer in its service area at a plant owned and operated by International Paper Company (“International Paper”), known as the Cantonment Plant (the “International Paper Plant”), or to any successor entity to International Paper operating the International Paper Plant, or, if International Paper ceases to purchase Gas supplies from Gas Purchaser, to any other industrial customer whose facilities are located in Gas Purchaser’s service area (for purposes of this Agreement, the International Paper Plant and any other such facilities shall be referred to as the “Plant”) to meet a portion of International Paper’s gas requirements for operations at the Plant, under the terms and conditions set forth in this Agreement (for purposes of this Agreement, International Paper, any successor entities or industrial customers shall be referred to as “Downstream Customer”); and

WHEREAS, Gas Purchaser owns and operates a municipal gas distribution system under authority of the laws of the State of Florida for the distribution, sale, and delivery of Gas to retail Gas consumers within its service area; and

WHEREAS, Gas Purchaser is agreeable to purchasing Gas from Issuer under the terms and conditions set forth in this Agreement for sale to Downstream Customer for its consumption at the Plant and Issuer is agreeable to selling to Gas Purchaser such supplies of Gas under the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Issuer and Gas Purchaser agree as follows.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1. Construction of this Agreement. The Preamble and the Recitals set forth above are incorporated into this Agreement for all purposes. References to Articles, Sections, and Exhibits throughout this Agreement are references to the corresponding Articles, Sections, and Exhibits of this Agreement unless otherwise specified. All Exhibits are incorporated into this Agreement for all purposes. References to the singular are intended to include the plural and vice versa. The word “including” and related forms thereof are intended to be interpreted inclusively, whether or not the phrase “but not limited to” follows such word or words. The words “will” and “shall” indicate mandatory requirements of the Parties except in the Recitals.

1.2. Definitions. Unless another definition is expressly stated in this Agreement, the following terms and abbreviations, when used in this Agreement, are intended to and shall mean as follows:

- (a) “Agreement” is defined in the Preamble.
- (b) “Alternate Delivery Point” has the meaning specified in Section 3.1.
- (c) “Annual Refund” means the annual refund, if any, provided to Gas Purchaser and calculated pursuant to the procedures specified in Section 4.5.
- (d) “Applicable Rating Agencies” means, at any given time, each Rating Agency then rating the Bonds.
- (e) “Available Discount” means, for each Reset Period, the amount, expressed in cents per MMBtu (rounded down to the nearest one-half cent), determined by the Calculation Agent pursuant to the Re-Pricing Agreement for such Reset Period. The Available Discount shall equal the sum of the Monthly Discount and any anticipated Annual Refunds for the applicable Reset Period.
- (f) “Board of Directors” means the Board of Directors of Issuer.

(g) “Bond Closing Date” means the date on which the Bonds are issued pursuant to the Bond Indenture.

(h) “Bond Indenture” means the Trust Indenture for the Bonds, dated as of _____ 1, 2021, between Issuer and the Trustee, providing for the issuance of and security for the Bonds, together with any other trust indenture providing for the issuance of and security for any refunding Bonds, in each case as the same may be amended from time to time.

(i) “Bonds” means Issuer’s Gas Supply Revenue Bonds, Series 2021 (including multiple sub-series), issued to finance Issuer’s purchase of Gas from Prepay LLC under the Prepaid Gas Agreement and costs associated therewith, and any Refunding Bonds issued by Issuer under the Bond Indenture.

(j) “Bond Year” means for the Bonds, the twelve month period beginning on January 2 in any year and ending on January 1 of the following year; provided that the first Bond Year for the Bonds shall commence on their date of issuance, _____, 2021, and end on January 1, 2023.

(k) “Btu” means one British thermal unit, the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at 60 degrees Fahrenheit, and is the International Btu. The reporting basis for Btu is 14.73 pounds per square inch absolute and 60 degrees Fahrenheit; provided, however, that the definition of Btu as determined by the operator of the relevant Delivery Point shall be deemed conclusive in accordance with Article VI of the Prepaid Gas Agreement; and provided further that in the event of an inconsistency in the definition of “Btu” between this definition and the definition of “Btu” in the Prepaid Gas Agreement, the definition in the Prepaid Gas Agreement shall apply.

(l) “Business Day” means (i) with respect to payments and general notices required to be given under this Agreement, any day other than (a) a Saturday or Sunday, (b) a Federal Reserve Bank holiday, (c) any day on which commercial banks located in either New York, New York, or the State of Alabama are required or authorized by law or other governmental action to close, or (d) any other day excluded pursuant to the Bond Indenture, and (ii) with respect to Gas deliveries and notices with respect thereto, any day.

(m) “Calculation Agent” has the meaning specified in the Re-Pricing Agreement.

(n) “Central Prevailing Time” or “CPT” means Central Daylight Savings Time when such time is applicable and otherwise means Central Standard Time.

(o) “Cf” means cubic foot of Gas, defined as the amount of Gas required to fill a cubic foot of space when the Gas is at an absolute pressure of 14.73 pounds per square inch absolute and at a temperature of 60 degrees Fahrenheit.

(p) “Code” means the Internal Revenue Code of 1986, as amended, 26 U.S.C. §1 *et seq.* References herein to the Code or a section of the Code include the U.S. Treasury Regulations thereunder.

(q) “Commercially Reasonable” or “Commercially Reasonable Efforts” means, with respect to any decision, purchase, sale or other action required to be made, attempted or taken by a Party under this Agreement, such decision or efforts as a reasonably prudent Person would make or undertake, as the case may be, for the protection of its own interest under the conditions affecting such decision, purchase, sale or other action. For the avoidance of doubt, the reasonableness of any action taken by a Party under this Agreement shall be determined at the time of such action, taking into full account the facts, circumstances and competitive environment surrounding such action.

(r) “Commodity Swap” means (i) the transaction confirmation entered into under the ISDA Master Agreement, with respect to the Prepaid Project, by Issuer and the Commodity Swap Counterparty, and (ii) each replacement commodity swap entered into pursuant to the Prepaid Gas Agreement.

(s) “Commodity Swap Counterparty” means Issuer’s counterparty under the Commodity Swap, which initially shall be BP Energy Company.

(t) “Contract Price” has the meaning specified in Section 4.1.

(u) “Daily Contract Quantity” or “DCQ” means, for each Month, the quantity of Gas in MMBtu scheduled to be delivered by Issuer to Gas Purchaser and received by Gas Purchaser from Issuer each Gas Day during such Month, as set forth in Exhibit B.

(v) “Daily Gas Obligation” means, for each Gas Day for which a Daily Remarketing Amount accrued, an amount equal to the Contract Price for such Gas Day multiplied by the result of (A) the Daily Contract Quantity, less (B) the quantity of Gas remarketed by Gas Purchaser.

(w) “Daily Remarketing Amount” means, for each Gas Day on which Gas Purchaser remarkets Gas received under this Contract in a manner that does not comply with the Qualifying Use Requirements, an amount equal to the index price that would have applied to such Gas under Exhibit C multiplied by the quantity of Gas remarketed by Gas Purchaser.

(x) “Delivery Period” means the period beginning April 1, 2021 and continuing through March 31, 2052 unless the Contract is terminated early pursuant to Article V.

(y) “Delivery Point” is defined in Section 3.1.

(z) “Delivery Year” means a period of 12 consecutive Months beginning at the beginning of the first day of November each year and ending immediately prior to the beginning of the first day of November in the next calendar year.

(aa) “Downstream Customer” is defined in the Recitals.

(bb) “Downstream Supply Agreement” means the Natural Gas Service Agreement, dated as of _____, 2021, between Gas Purchaser and International Paper, as it may be amended from time to time, and shall also include any successor or extended Agreement for the sale of the Gas purchased by Gas Purchaser under this Contract between Gas Purchaser and Downstream Customer.

(cc) “Event of Insolvency” means with respect to any Person the occurrence and continuance of one or more of the following events: (a) the issuance, under the laws of the state or other jurisdiction having primary regulatory authority over such Person or any successor provision thereto (or any other law under which such Person is at the time organized), of an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution of such Person that is not dismissed within 30 days; (b) the commencement by such Person of a voluntary case or other proceeding seeking an order for relief, liquidation, rehabilitation, conservation, reorganization or dissolution with respect to itself or its debts under the laws of the state or other jurisdiction of incorporation or formation of such Person or any bankruptcy, insolvency or other similar law now or hereafter in effect including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for itself or any substantial part of its property; (c) the consent of such Person to any relief referred to in the preceding clause (b) in an involuntary case or other proceeding commenced against it; (d) the appointment of a trustee, receiver, liquidator, custodian or other similar official for such Person or any substantial part of its property by a Government Agency or authority having the jurisdiction to do so; (e) the making by such Person of an assignment for the benefit of creditors; (f) the failure of such Person generally to pay its debts or claims as they become due; (g) the Person shall admit in writing its inability to pay its debts when due; (h) the declaration of a moratorium with respect to the payment of the debts of such Person; or (i) the initiation by such Person of any action to authorize any of the foregoing.

(dd) “Failed Remarketing” has the meaning specified in the Bond Indenture.

(ee) “FERC” means the Federal Energy Regulatory Commission and any successor thereto.

(ff) “FERC Gas Tariff” means the interstate pipeline tariff filed by a Transporter pursuant to FERC regulations and approved by FERC, as amended from time to time.

(gg) “Firm” means that performance by a Person may be interrupted without liability only to the extent that such performance is prevented by reasons of Force Majeure with respect to such Person asserting Force Majeure.

(hh) “Force Majeure” is defined in Section 13.2.

(ii) “Gas” means natural gas or any other mixture of hydrocarbon gases, or of hydrocarbons and liquids or liquefiables, or of hydrocarbons and non-combustible gases, consisting predominantly of methane.

(jj) “Gas Day” means a period of 24 consecutive hours beginning at 9:00 a.m. CPT on a calendar day and ending at 9:00 a.m. CPT on the next calendar day. The date of the Gas

Day shall be the date at its beginning. If, through standardization of business practices in the industry or for any other reason, a Transporter, or the FERC with general applicability, changes the definition of Gas Day, such change shall apply to the definition of Gas Day in this Agreement with respect to such Transporter or generally, as applicable.

(kk) “Gas Delivery Termination Date” shall mean the date on which gas deliveries terminate under the Prepaid Gas Agreement following a Gas Delivery Termination Event under the Prepaid Agreement.

(ll) “Gas Delivery Termination Event” shall have the meaning specified in the Prepaid Gas Agreement.

(mm) “Gas Purchaser” is defined in the Preamble.

(nn) “Gas Purchaser’s Transporter” means the Transporter receiving Gas on Gas Purchaser’s behalf at a Delivery Point.

(oo) “Government Agency” means the United States of America, any state or commonwealth thereof, any local jurisdiction, any political subdivision of any of the foregoing, and any other division of government of any of the foregoing, including but not limited to courts, administrative bodies, departments, commissions, boards, bureaus, agencies, municipalities, or instrumentalities.

(pp) “Imbalance Charges” means any fees, penalties, costs or other charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter’s balancing, scheduling and/or nomination requirements based on such Transporter’s FERC Gas Tariff.

(qq) “Initial Period” means the period from and including the date on which the Delivery Period begins to and including [____].

(rr) “Issuer” is defined in the Preamble.

(ss) “Maturity Date of the Bonds” means the Final Maturity Date of the Bonds, as defined in the Bond Indenture.

(tt) “Mcf” means 1,000 Cf of Gas.

(uu) “Minimum Discount” means 35 (\$0.35) cents per MMBtu for the Initial Period and thereafter no less than 20 (\$0.20) cents per MMBtu. Both amounts are inclusive of any projected Annual Refund and are prior to payment of the Project Administration Fee.

(vv) “MMBtu” means 1,000,000 Btu, which is equivalent to one dekatherm.

(ww) “Month” means the period beginning at the beginning of the first Gas Day of a calendar month and ending at the beginning of the first Gas Day of the next calendar month. The term “Monthly” shall be construed accordingly.

(xx) “Monthly Discount” means (i) for the Initial Period, an amount (when taken together with any Annual Refund) that is not less than the Minimum Discount and is specified in Exhibit D, which Exhibit D shall be provided by Issuer to Gas Purchaser on the Bond Closing Date, and (ii) for each subsequent Reset Period, a portion of the Available Discount for such Reset Period determined by the Calculation Agent pursuant to the Re-Pricing Agreement and set forth in an updated Exhibit D provided by Issuer after such determination.

“

(yy) “Municipal Utility” means any Person that (i) is a governmental person as defined in the implementing regulations under Section 141 of the Code and any successor provision, (ii) owns either or both a Gas distribution utility or an electric distribution utility (or provides Gas or electricity at wholesale to, or that is sold to entities that provide Gas or electricity at wholesale to, governmental Persons that own such utilities), and (iii) agrees in writing to use the Gas purchased by it (or cause such Gas to be used) for a qualifying use as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii).

(zz) “Net Remarketing Proceeds” means (i) the actual amounts, if any, received by Issuer from the sale of Gas that Issuer is able to remarket or cause to be remarketed as a result of efforts under Section 4.4 or as a result of Gas Purchaser’s failure to receive Gas pursuant to Section 6.2, less (ii) all directly incurred costs or expenses, including but not limited to remarketing and administrative fees paid to Prepay LLC under the Prepaid Gas Agreement, provided that in no event shall the Net Remarketing Proceeds for any Gas exceed the quantity of such Gas multiplied by the Contract Price for such Gas.

(aaa) “Person” means any individual, public or private corporation, partnership, limited liability company, state, county, district, authority, municipality, political subdivision, instrumentality, partnership, association, firm, trust, estate, or any other entity or organization whatsoever.

(a) “Plant” is defined in the Recitals.

(bbb) “Prepaid Gas Agreement” is defined in the Recitals.

(ccc) “Prepaid Project” is defined in the Recitals.

(ddd) “Prepay LLC” is defined in the Recitals.

(eee) “Primary Delivery Point” is defined in Section 3.1.

(fff) “Prime Rate” means, for any day of determination, the fluctuating rate per annum equal to the “Prime Rate” listed daily in the “Money Rates” section of The Wall Street Journal on such day (or if such day is not a Business Day, the preceding Business Day), or if The Wall Street Journal is not published on a particular Business Day, then, the “prime rate” published in any other national financial journal or newspaper selected by Prepay LL in its reasonable judgment, and if more than one such rate is listed in the applicable publication, the highest rate

shall be used; any change in the Prime Rate shall take effect on the date specified in the announcement of such change.

(ggg) “Project Administration Fee” means the monthly fee payable by Gas Purchaser as described in Section 4.3.

(hhh) “Project Agreements” means the agreements entered into by Issuer under the Prepaid Project.

(iii) “Project Participants” has the meaning specified in the Bond Indenture.

(jjj) “Qualifying Use Requirements” means, with respect to Gas delivered under this Agreement, that such Gas is used (i) for a “qualifying use” as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), (ii) in a manner that will not result in any “private business use” within the meaning of Section 141 of the Code, and (iii) in a manner that is consistent with the Federal Tax Certificate attached as Exhibit E.

(kkk) “Rating Agency” has the meaning specified in the Bond Indenture.

(lll) “Refunding Bonds” means any Bonds issued by Issuer under and in accordance with the Indenture to refund the 2021 Series Bonds or any other Bonds then outstanding under the Bond Indenture.

(mmm) “Remarketing Election” is defined in Section 5.3.

(nnn) “Remarketing Election Deadline” means the last date and time by which Gas Purchaser may provide a Remarketing Election Notice, which shall be 4:00 p.m. Central Prevailing Time on the 10th day of the Month (or, if such day is not a Business Day, the next succeeding Business Day) prior to the first Delivery Month of a Reset Period with respect to which a Remarketing Event has occurred.

(ooo) “Remarketing Election Notice” is defined in Section 5.3(b).

(ppp) “Remarketing Event” is defined in Section 5.3.

(qqq) “Re-Pricing Agreement” means the Re-Pricing Agreement, dated as of [____], 2021, by and between Prepay LLC and Issuer, as amended or supplemented from time to time in accordance with its terms.

(rrr) “Re-Pricing Date” has the meaning set forth in the Re-Pricing Agreement.

(sss) “Reset Period” means each five-year period (or such longer or shorter period as may be agreed to by Issuer and Prepay LLC pursuant to the Re-Pricing Agreement) commencing on the last day of the Initial Period or prior Reset Period, as the case may be, and ending on the fifth anniversary (or such later or earlier anniversary, as the case may be) of such last day; provided that the final Reset Period shall be the period from the last day of the prior Reset Period to the end of the Delivery Period.

(ttt) “Transporter” means all Gas gathering or pipeline companies transporting Gas for Issuer or Gas Purchaser upstream or downstream, respectively, of a Delivery Point.

(uuu) “Trustee” means the Trustee under the Bond Indenture, which initially shall be [Regions Bank] and its successors as trustee under the Bond Indenture.

ARTICLE II

SERVICE OBLIGATIONS

2.1. Effective Date. This Agreement shall become effective upon the Effective Date and, unless this Agreement is terminated early pursuant to Section 2.2, (a) all of Issuer’s and Gas Purchaser’s obligations under this Agreement shall be deemed to have been incurred upon the Effective Date, and (b) the delivery of Gas under this Agreement shall commence and continue for the Delivery Period (as described in further detail in Section 2.3 below).

2.2. Termination Due to Failure to Issue Bonds or Provide Minimum Discount. Each Party shall have a right to terminate this Agreement with the effect that this Agreement shall be of no further force or effect and the Parties shall have no rights or obligations hereunder if (a) the Bonds are not issued on or before December 31, 2022, or (b) Issuer notifies Gas Purchaser that the expected Available Discount for the Initial Period is less than the Minimum Discount.

2.3. Gas Supply Service. Issuer acknowledges and agrees that Gas Purchaser has a desire to acquire Gas supplies to provide service to Downstream Customer, that such Gas supplies must be priced with reference to deregulated market prices, and that such Gas Supplies must be provided at a discount to market prices to enable Gas Purchaser to ensure that it may provide sales service to Downstream Customer at competitive prices. Issuer understands that Gas Purchaser has asserted that its long-term viability as a Municipal Utility providing an essential public service depends in part upon its ability to receive secure and reliable supplies of Gas on a long-term basis in pre-determined quantities that are priced with reference to deregulated market prices in the form and structure of the Contract Price, and that Gas Purchaser has further asserted that such Contract Price must be at the lowest reasonable level consistent with the maintenance of secure and reliable service. Gas Purchaser has requested Issuer to provide deliveries of Gas to it consistent with these objectives, and Gas Purchaser understands and acknowledges that Issuer has undertaken the Prepaid Project in order to meet Gas Purchaser’s request, together with the requests of the other Project Participants, and satisfy Gas Purchaser’s asserted objectives, and agrees that the Prepaid Project does so. Subject to Article V, Issuer shall tender for delivery to Gas Purchaser on a Firm basis, and Gas Purchaser shall purchase and receive from Issuer on a Firm basis, the applicable Daily Contract Quantity of Gas set forth for each Month in Exhibit B. The Parties also recognize and agree that the Daily Contract Quantities may be reduced in a Reset Period pursuant to the re-pricing methodology described in the Re-Pricing Agreement if necessary to achieve a successful remarketing of the Bonds. The Parties agree further that if, pursuant to the Re-Pricing Agreement, Issuer and the Calculation Agent determine in connection with the establishment of any new Reset Period that: (i) such Reset Period will be the final Reset Period and (ii) such Reset Period will end prior to the end of the original Delivery Period, then (A) Issuer will notify Gas Purchaser, (B) the

Delivery Period will be deemed to be modified so that it ends at the end of such Reset Period, and (C) the Daily Contract Quantity for the last Month in such Reset Period may be reduced as provided in the Re-Pricing Agreement.

2.4. Pledge of this Agreement. Gas Purchaser acknowledges and agrees that Issuer will pledge its right, title, and interest under this Agreement and the revenues to be received under this Agreement (other than the revenues attributable to the Project Administration Fee described in Section 4.3) to secure Issuer's obligations under the Bond Indenture.

ARTICLE III

RECEIPT AND DELIVERY POINTS

3.1. Delivery Points. All Gas delivered under this Agreement shall be delivered and received at the point[s] of delivery specified in Exhibit A (each a "Primary Delivery Point") or to any other point of delivery (each an "Alternate Delivery Point") that has been mutually agreed to in writing by Issuer and Gas Purchaser (each Primary Delivery Point or Alternate Delivery Point, if specified, being a "Delivery Point").

3.2. Transfer of Title. Gas Purchaser shall take title to all Gas delivered to it by Issuer at the applicable Delivery Point and shall own such Gas and shall assume all risk of loss following such transfer at the applicable Delivery Point.

ARTICLE IV

PRICING OF GAS SUPPLY SERVICES

4.1. Charge Per MMBtu Delivered. For each MMBtu of Gas delivered by Issuer to Gas Purchaser at the Delivery Point, Gas Purchaser shall pay Issuer the "Contract Price" for such Gas, which shall be the applicable Index Price, as defined in Exhibit C, less the Monthly Discount. Notwithstanding the foregoing, the Parties recognize and agree that the pricing specified in Section 5.2 shall apply to any Gas deliveries made by Issuer following a Failed Remarketing under the Prepaid Gas Agreement.

4.2. Substitute Index Price; Corrections to Index Prices.

(a) If the source of any publication used to determine the index price used in the Contract Price should cease to publish the relevant prices or should cease to be published entirely, the index price shall be the price per MMBtu, stated in U.S. dollars, for Gas to be delivered at the Delivery Point during the applicable Month as set forth in an alternative index as determined under Section 18.11 of the Prepaid Gas Agreement. Issuer shall provide Gas Purchaser the opportunity to offer its recommendations and other input to Issuer for Issuer's use in the process under Section 18.11 of the Prepaid Gas Agreement.

(b) If a value published for any rate or index used or to be used in this Agreement is subsequently corrected and the correction is published or announced by the Person responsible for that publication or announcement within 30 days after the original publication or announcement, either Party may notify the other Party of (i) that correction and (ii) the amount (if

any) that is payable as a result of that correction. If, not later than 30 days after publication or announcement of that correction, a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount shall, not later than three Business Days after the effectiveness of that notice, pay, subject to any other applicable provisions of this Agreement, to the other Party that amount, together with interest on that amount at the Default Rate (as defined in the Prepaid Gas Agreement) for the period from and including the day on which a payment originally was (or was not) made to but excluding the day of payment of the refund or payment resulting from that correction.

4.3. Project Administration Fee. Issuer shall bill and Gas Purchaser shall pay each Month, as part of the Monthly invoice described in Article XI, the Project Administration Fee. The Project Administration Fee shall equal the product of (i) the Daily Contract Quantity for the Month of Gas deliveries, (ii) the number of days in such Month, and (iii) the Monthly Administration Rate. The Monthly Administration Rate shall equal 5 cents (\$0.05) during the Initial Discount Period, and for any Reset Period thereafter it shall be 3 cents per MMBtu where the Available Discount is less than or equal to 43 cents (\$0.43) per MMBtu and 4 cents (\$0.04) for all Months during the Delivery Period where the Available Discount is greater than 40 cents (\$0.40) per MMBtu but less than 50 cents (\$0.50) per MMBtu, and 5 cents where the Available Discount is 50 cents (\$0.50) per MMBtu or greater.

4.4. Remarketing. If Gas Purchaser does not require all or any portion of the Daily Contract Quantity for any Gas Day as a result of a lack of requirements for Gas at the Plant by Downstream Customer, Issuer shall arrange for the remarketing of such Gas by Prepay LLC under the terms of the Prepaid Gas Agreement. Gas Purchaser shall not be charged by Issuer for any such Gas and no Project Administration Fee or remarketing fees shall be charged to Gas Purchaser in connection with any such Gas.

4.5. Annual Refunds. During the term of this Agreement, and promptly following the release of such funds to Issuer under Section 5.10 of the Bond Indenture, Issuer shall compare its revenues (as determined in accordance with the Bond Indenture) and expenses under the Prepaid Project for that Bond Year. For purposes of such annual comparison, Issuer's expenses shall include: (a) its expenses incurred in obtaining Gas supply under the Prepaid Project; (b) its administrative, legal, and accounting expenses directly incurred in connection with or properly allocable to the Prepaid Project, including the administration of this Agreement and all other agreements for the sale of Gas obtained under the Prepaid Project; (c) debt service on the Bonds, including payments under any interest rate swap or hedge agreement; (d) any replenishment of draws made upon any working capital fund associated with the Prepaid Project; (e) any deposits required to be made by Issuer into any debt service reserve or other reserve or contingency fund or funds established with respect to the Bonds; (f) any fees or other amounts due to any provider of credit support for the Bonds; (g) payments under any commodity price swap or hedge agreement entered into in connection with the Prepaid Project; and (h) any other similar costs and expenses. If this annual comparison demonstrates that such revenues exceeded such expenses during the applicable Bond Year and there are amounts on deposit in the fund established by the Bond Indenture available for such purpose, then Issuer shall make refunds to Buyer and the other Project Participants in the amount available after making allowances for any necessary and appropriate reserves and contingencies (as provided in the foregoing clause (e)), including but not limited to

amounts deemed reasonably necessary by Issuer's Board of Directors to fund any working capital reserve and to reserve or account for unfunded liabilities, including future sinking fund or other principal amortization of the Bonds. The amount available for refund shall be allocated among and paid to Buyer and the other Project Participants in proportion to their respective purchases for such Delivery Year. As of the Effective Date, the projected Annual Refund for the Initial Period is [] cents per MMBtu.

ARTICLE V

TERM

5.1. Primary Term. This Agreement shall be effective as of the Effective Date and shall be implemented to effectuate purchases and sales of Gas under this Agreement for deliveries commencing on the first day of the Delivery Period. Unless earlier terminated in accordance with Section 2.2 or Section 5.2, this Agreement thereafter shall remain in full force and effect for a primary term ending on the Maturity Date of the Bonds, subject to all winding up arrangements as described in Section 5.4.

5.2. Early Termination Before End of Primary Term. Notwithstanding Section 5.1, Gas Purchaser acknowledges and agrees that (i) in the event that a Gas Delivery Termination Event occurs under the Prepaid Gas Agreement or the Prepaid Gas Agreement terminates prior to the end of the primary term of this Agreement, this Agreement shall terminate as of the Gas Delivery Termination Date under the Prepaid Gas Agreement (subject to all winding up arrangements) and (ii) Issuer's obligation to deliver Gas under this Agreement shall terminate as of the Gas Delivery Termination Date under the Prepaid Gas Agreement. In addition, Gas Purchaser acknowledges and agrees that this Agreement may terminate early as a result of a default by Gas Purchaser under Article XIV. Issuer shall provide notice to Gas Purchaser of any early termination date. The Parties recognize and agree that, in the event that the Prepaid Gas Agreement terminates because of a Failed Remarketing of the Bonds that occurs in the first Month of a Reset Period, Issuer shall deliver Gas under this Agreement for the remainder of such first Month, and, notwithstanding anything in this Agreement to the contrary, the Contract Price for all Gas deliveries made by Issuer during such first Month shall be the applicable index price identified for deliveries in Exhibit C with no Monthly Discount and there shall be no Annual Refunds associated with such deliveries.

5.3. Remarketing Election; Suspension and Resumption of Deliveries.

(a) Remarketing Event. For each Reset Period, at least ten (10) days prior to the applicable Remarketing Election Deadline, Issuer shall provide to Gas Purchaser a written notice setting forth the duration of such Reset Period and the estimated Available Discount for such Reset Period. In the event such estimated Available Discount for a Reset Period is not equal to or greater than the Minimum Discount for that Reset Period (a "Remarketing Event"), such notice shall also state (i) that a Remarketing Event has occurred, (ii) the applicable Remarketing Election Deadline, and (iii) that Gas Purchaser, and each other Project Participant, may (A) continue to purchase and receive its Daily Contract Quantity during such Reset Period at a Contract Price that reflects the Monthly Discount portion of the Available Discount (as finally determined as hereinafter described), plus Annual Refunds, if any, as described in Section 4.5, or (B) elect that such Daily Contract Quantity be remarketed for such Reset Period (a "Remarketing

Election”) by providing a Remarketing Election Notice prior to the Remarketing Election Deadline. The Parties acknowledge that the determination of the Available Discount for a Reset Period under the Re-Pricing Agreement will be through an iterative process that may commence with informal, non-binding communications that shall not constitute a written notice as provided for above, when Issuer may provide preliminary non-binding estimates of the Available Discount for a Reset Period.

(b) Remarketing Election. If Gas Purchaser elects to have its Daily Contract Quantity remarketed for such Reset Period following the occurrence of a Remarketing Event, Gas Purchaser must provide written notice of such Remarketing Election to Issuer, Prepay LLC and the Trustee (its “Remarketing Election Notice”) not later than the applicable Remarketing Election Deadline. A Remarketing Election Notice shall be in substantially the form attached hereto as Exhibit G. In the event Gas Purchaser provides a Remarketing Election Notice on or prior to the applicable Remarketing Election Deadline, the Parties’ obligations to deliver and receive Gas shall be suspended for the duration of such Reset Period and the Daily Contract Quantity for such Reset Period shall be zero MMBtu per day.

(c) Extension of Remarketing Election Deadline. If a Remarketing Event has occurred and Gas Purchaser has not made a Remarketing Election, but one or more of the other Project Participants has made a Remarketing Election, the estimated Available Discount may be required to be recalculated pursuant to the Re-Pricing Agreement. In such case Issuer shall provide such new estimated Available Discount to Gas Purchaser promptly in writing, and the Remarketing Election Deadline shall be extended to the third Business Day following the date of such notice.

(d) Final Determination of Available Discount. The Parties acknowledge and agree that the final Available Discount for any Reset Period following the Initial Period will be determined on the applicable Re-Pricing Date, and that such Available Discount may differ from the estimate or estimates of such Available Discount provided to Gas Purchaser and the other Project Participants prior to the applicable Remarketing Election Deadline. Accordingly, the Parties agree that:

(i) the Available Discount for any Reset Period will not be less than the Minimum Discount applicable to such Reset Period, unless (A) Issuer has provided notice of such Remarketing Event to Gas Purchaser in accordance with paragraph (a) of this Section 5.3, and (B) Gas Purchaser has not provided a Remarketing Election Notice prior to the applicable Remarketing Election Deadline (as the same may be extended pursuant to paragraph (c) of this Section 5.3); and

(ii) if Gas Purchaser has not made a Remarketing Election prior to the applicable Remarketing Election Deadline (as the same may be extended pursuant to paragraph (c) of this Section 5.3), Gas Purchaser shall be deemed to have elected to continue to purchase and receive its Daily Contract Quantity at a Contract Price that reflects the Monthly Discount portion of the Available Discount as finally determined on the applicable Re-Pricing Date, plus the right to its share of Annual Refunds, if any, and all delivery and purchase obligations under this Agreement shall continue in full force and effect for the applicable Reset Period.

(e) Resumption of Deliveries. In the event that Gas deliveries are suspended following a Remarketing Election made by Gas Purchaser in accordance with this Section 5.3, the Parties acknowledge and agree that deliveries shall resume if, in connection with any future Reset Period, (i) the Available Discount calculated for such Reset Period is equal to or exceeds the Minimum Discount applicable to such Reset Period, or (ii) Issuer and Gas Purchaser mutually agree to resume deliveries for such future Reset Period with a discount less than the applicable Minimum Discount. Issuer shall provide notice setting forth the duration of the Reset Period and the estimated Available Discount for such Reset Period no later than at least ten (10) days prior to the applicable Remarketing Election Deadline for such Reset Period. The Parties acknowledge and agree that the final Available Discount will be determined on the applicable Re-Pricing Date, and that such Available Discount may differ from the estimate or estimates of such Available Discount with the effect described in subsection (d) above.

5.4. Winding Up Arrangements. The expiration or termination of this Agreement shall not relieve either Party of (a) any unfulfilled obligation or undischarged liability of such Party on the date of such termination, (b) the consequences of any breach or default of any warranty or covenant contained in this Agreement, (c) its obligation to effectuate all winding up arrangements or (d) its obligation to take any other actions as may be necessary to effectuate all of the terms of this Agreement. For the avoidance of doubt, Gas Purchaser shall not be responsible for the payment of more than the Contract Price for Gas deliveries as a result of any winding up arrangements. All obligations and liabilities described in the preceding sentence of this Section 5.4, and the applicable provisions of this Agreement creating or relating to such obligations and liabilities, shall survive such expiration or termination.

ARTICLE VI

FAILURE TO PERFORM

6.1. Cost of Replacement Gas. Except in cases of Force Majeure, for each MMBtu that Issuer is obligated to deliver to Gas Purchaser under this Agreement but fails to deliver, Issuer shall pay to Gas Purchaser an amount equal to the difference between the price per MMBtu which would have been applicable to the undelivered Gas under Article IV and any higher cost per MMBtu which Gas Purchaser actually incurred to obtain an equivalent quantity of replacement Gas, including but not limited to any incremental charges associated with the transportation and storage of such replacement Gas, exercising Commercially Reasonable Efforts to obtain such replacement Gas and alternate transportation at a Commercially Reasonable price. For purposes of this Section 6.1, replacement Gas includes without limitation Gas withdrawn from storage, liquefied natural gas, and peak shaving, and costs associated with obtaining such Gas include without limitation storage withdrawal and injection costs, storage fuel, and liquefaction and vaporization costs for stored liquefied natural gas; provided, however, that for purposes of the foregoing the price of any such replacement Gas withdrawn from storage shall be the market price applicable to such Gas at the time of the withdrawal.

6.2. Obligation to Take the Daily Quantity. Subject to the operation of Section 4.4 governing a lack of requirements for Gas at the Plant by Downstream Customer, if on any Gas Day Issuer tenders the Daily Contract Quantity for delivery to Gas Purchaser and Gas Purchaser fails to take the Daily Contract Quantity due to a failure to take by Downstream Customer,

notwithstanding that Downstream Customer has requirements for such quantity of Gas and is therefore obligated to purchase that quantity from Gas Purchaser, Gas Purchaser shall remain obligated to pay Issuer the Contract Price for the Daily Contract Quantity, under the procedures described in Article 11. Issuer shall credit to Gas Purchaser's account the net revenues Issuer receives pursuant to the Prepaid Gas Agreement in connection with the remarketing sale of any such Gas to other Municipal Utilities or other purchasers, up to the Contract Price, less Issuer's remarketing administrative charge of five cents (\$0.05) per MMBtu. In the event Downstream Customer lacks requirements for the Daily Contract Quantity at the Plant on any Gas day, Gas Purchaser shall not be charged for any such quantities, and Prepay LLC shall remarket such quantities under the procedures set forth in the Prepaid Gas Agreement. In the event of permanent loss of requirements by Gas Purchaser due to the permanent cessation of all or part of Downstream Customer's operations at the Plant, Gas Purchaser may provide notice of such cessation and Issuer shall authorize and implement the permanent reduction of Gas Purchaser's Daily Contract Quantity for the remaining term of this Contract. If such loss of demand is permanent, this Contract shall terminate effective upon the termination of deliveries by Gas Purchaser to Downstream Customer under the Downstream Supply Contract.

6.3. No Consequential or Special Damages. Neither Party shall be liable for consequential, incidental, special, or punitive damages or losses which may be suffered by the other as a result of the failure to deliver or take or pay for the required quantities of Gas under this Agreement.

6.4. Imbalances. The Parties shall use Commercially Reasonable Efforts to avoid the imposition of any Imbalance Charges. If Issuer or Gas Purchaser receives an invoice from a Transporter that includes Imbalance Charges related to the obligations of either Party under this Agreement, the Parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Gas Purchaser's takes of quantities of Gas greater than or less than the Daily Contract Quantity at any Delivery Point, then Gas Purchaser shall pay for such Imbalance Charges or reimburse Issuer for such Imbalance Charges paid by Issuer. If the Imbalance Charges were incurred as a result of Issuer's deliveries of quantities of Gas greater than or less than the Daily Contract Quantities at any Delivery Point, then Issuer shall pay for such Imbalance Charges or reimburse Gas Purchaser for such Imbalance Charges paid by Gas Purchaser. Notwithstanding the provisions of Sections 6.1 and ___ the Parties may mutually agree to make up any differences between the Daily Contract Quantity and the quantity delivered or taken on any Gas Day in kind.

ARTICLE VII

RESPONSIBILITY FOR TRANSPORTATION

Issuer shall make all arrangements for transportation services required to effect the delivery of the Daily Contract Quantity to the Delivery Points. Gas Purchaser shall take all actions and be responsible for making all arrangements required to effect the transportation of the Daily Contract Quantity from the Delivery Points, including but not limited to all nominations, scheduling, balancing, and associated management and administrative functions. Issuer shall bear all costs and expenses of transportation prior to the delivery of the Daily Contract Quantity at the Delivery

Points, except as provided in this Agreement. Gas Purchaser shall bear all costs of transportation at and after the delivery of Gas to the Delivery Points.

ARTICLE VIII

DELIVERY REQUIREMENTS

8.1. Specifications. All Gas delivered under this Agreement shall be merchantable and shall, upon delivery, conform to the quality specifications and heating value specified in Gas Purchaser's Transporter's FERC Gas Tariff.

8.2. Pressure. All Gas sold by Issuer to Gas Purchaser under this Agreement shall be delivered to Gas Purchaser at the pressure maintained from time to time in Gas Purchaser's Transporter's facilities at the Delivery Points.

8.3. Measurement. Gas sold under this Agreement shall be measured through Gas Purchaser's Transporter's existing measurement facilities at the Delivery Points in accordance with the provisions of such Transporter's FERC Gas Tariff. The unit of volume for measurement of Gas delivered under this Agreement shall be one Mcf or otherwise as consistent with Transporter's measurement at the Delivery Points. The sales unit of the Gas shall be one MMBtu, established by converting Mcfs measured at the Delivery Points to MMBtus according to the Btu content determined by Transporter on a dry basis at the Delivery Points under Transporter's FERC Gas Tariff. With respect to any measurement of Gas delivered or received under this Agreement at any Delivery Point, the measurement of such Gas (including the definition of Btu used in making such measurement) by the operator of such Delivery Point shall be conclusive.

ARTICLE IX

TITLE AND RISK OF LOSS

Issuer warrants the title to all Gas sold to Gas Purchaser under this Agreement. Transfer of custody and title to Gas sold under this Agreement shall pass to and vest in Gas Purchaser at the Delivery Point. As between the Parties, Issuer shall be deemed to be in exclusive control and possession of Gas delivered under this Agreement prior to the time of delivery to Gas Purchaser at the Delivery Point, and Gas Purchaser shall be deemed to be in exclusive control and possession of Gas delivered under this Agreement at and after delivery at the Delivery Point.

ARTICLE X

ROYALTIES AND TAXES

10.1. Royalties and Other Charges. Issuer shall pay or cause to be paid any royalties or other sums due on the gathering, handling, and transportation of Gas sold under this Agreement prior to its delivery to Gas Purchaser at the Delivery Point.

10.2. Taxes. The price for Gas sold to Gas Purchaser under this Agreement is inclusive of all production, severance, ad valorem, or similar taxes levied on the production or transportation of the Gas prior to its delivery to Gas Purchaser at the Delivery Point, and all such taxes shall be borne and paid exclusively by Issuer; provided, however, that if Gas Purchaser is required to remit

such taxes to the collecting authority, Gas Purchaser shall do so and Issuer shall credit an amount equal to the taxes so paid against payments otherwise due to Issuer under this Agreement. The price for Gas sold to Gas Purchaser under this Agreement does not include any federal, tribal, state, or local sales, use, consumption, utility, storage, greenhouse gas, carbon, license, ad valorem, franchise, or similar taxes imposed by any taxing authority on the sale to, or use by, Gas Purchaser of Gas sold under this Agreement, including without limitation ad valorem taxes on Gas held in storage by Gas Purchaser. Gas Purchaser shall be responsible for the payment of any such taxes and for completing and filing all required forms.

ARTICLE XI

BILLING AND PAYMENT

11.1. Timing. Not later than ten days following the end of the Month of delivery, Issuer or its designee shall provide a Monthly billing statement to Gas Purchaser of the amount due for Gas tendered for delivery under this Agreement. Such billing statement shall be provided to Gas Purchaser by hand delivery, first-class mail, express courier, electronic transmission, or facsimile transmission to the address or facsimile number set forth for Gas Purchaser in Article XVIII. Gas Purchaser shall remit such amounts due to Issuer by wire transfer in immediately available funds on or before the 20th day of the Month following the Month of delivery, or if such day is not a Business Day, the immediately preceding Business Day.

11.2. Late Payment. In the event Gas Purchaser fails to pay an amount when due hereunder, interest thereon shall accrue at a rate of interest per annum equal to the lesser of (i) the Prime Rate plus three percent or (ii) the maximum rate permitted by law, in either case from the due date until paid. If Gas Purchaser disputes the appropriateness of any charge or calculation in any billing statement, Gas Purchaser, within the time provided for payment, shall notify Issuer of the existence of and basis for such dispute and shall pay all amounts billed by Issuer, including any amounts in dispute. If it is ultimately determined that Gas Purchaser did not owe the disputed amount, by agreement or by a final order of a court of competent jurisdiction which is not subject to appeal or concerning which any right to appeal has been waived or which the Parties have irrevocably agreed not to appeal, Issuer shall pay Gas Purchaser that amount plus interest as calculated in accordance with this Section 11.2.

11.3. Audit Rights. Each Party shall have the right, at its own expense, to examine and audit at any reasonable time the books, records, measurement data, charts, and telemetry data of the other Party to the extent, but only to the extent, necessary to verify the accuracy of any statements or charges made under or pursuant to this Agreement. Any inaccuracy shall be corrected promptly when discovered; provided, however, that neither Party shall be required to maintain books, records, measurement data, charts, or telemetry data for a period of more than two calendar years following the end of the calendar year to which they are applicable. Neither Party shall have a right to question or contest any charge or credit if the matter is not called to the attention of the other Party in writing within 24 Months of the date of the charge or credit in question.

11.4. Special Obligations and Covenants of Gas Purchaser. Gas Purchaser's obligation to make the payments it is required to make under this Agreement is a several obligation and not

a joint obligation with the obligations of any other Project Participant under its Agreement with Issuer for the purchase of Gas under the Prepaid Project. The obligations of the Gas Purchaser to make payments required under this Agreement is a limited obligations of the Gas Purchaser, payable solely from legally available Revenues of the System as a Cost of Operation and Maintenance, as such terms are defined in Resolution No.[2021-01 adopted by the Gas Purchaser on ____ __, 2021 (the “Gas Purchaser’s Gas System Revenue Bond Resolution”)]Gas Purchaser further covenants and agrees:

(a) to make such payments from the Revenues of its System, and as a charge against such Revenues, as a Cost of Operation and Maintenance and a cost of purchased Gas; provided, however, that Gas Purchaser, in its discretion, may apply any legally available monies to the payment of amounts due under this Agreement;

(b) that it will establish, maintain, and collect rates and charges for the services furnished by its System so as to provide Revenues sufficient to enable Gas Purchaser to pay to Issuer all amounts payable under this Agreement and to pay all other amounts payable from the Revenues, and to maintain any required reserves;

(c) that it shall not furnish or supply services from its System free of charge to any person, firm, corporation, association, or other entity, public or private, except any such service free of charge that Gas Purchaser is supplying as of the date of this Agreement, as has been specifically identified by Gas Purchaser to Issuer in writing, and that it shall promptly enforce the payment of any and all material accounts owing to Gas Purchaser for the sale of Gas or the provision of services to its customers;

(d) that any future bond issue undertaken by Gas Purchaser, or in connection with any other financing or financial transaction, Gas Purchaser shall provide that the amounts payable by it under this Agreement constitute a cost of purchased Gas and an operating expense of its System payable, together with all other operating expenses, from a second charge on the Revenues of its System after funding required deposits to the Rebate Fund established under Gas Purchaser’s Gas System Revenue Bond Resolution and shall not pledge or encumber the Revenues through a gross revenue pledge or in any other way which creates a prior or superior obligation to its obligation to make payments under this Agreement (except as described above);

(e) that it shall not take an action to institute an Event of Insolvency with respect to Gas Purchaser;

(f) that it will not amend, supplement or otherwise modify the Downstream Supply Contract without the prior written consent of Issuer;

(g) that it will enforce its rights under the Downstream Supply Contract including Gas Purchaser’s right to payment; and

(h) that in the event the Downstream Supply Contract is (i) terminated for any reason during the term of this Agreement or (ii) otherwise is not extended or replaced at the start of a new Reset Period during the term of this Agreement, Gas Purchaser will not purchase prepaid

gas for sale to Downstream Customer under any gas prepayment transaction other than the Prepaid Project.

11.5. Financial Responsibility. When reasonable grounds for insecurity of payments due under this Agreement arise, Issuer may demand, and Gas Purchaser shall provide within five Business Days if demanded, adequate assurance of performance. Reasonable grounds include but are not limited to the occurrence of an Event of Insolvency with respect to Gas Purchaser or the downgrading of Gas Purchaser's credit rating, if any, by a Rating Agency to a level below investment grade, and/or such facts and circumstances which would constitute reasonable grounds for insecurity under the Uniform Commercial Code in effect in the State of Alabama. Adequate assurance shall mean sufficient security in the form and for a term reasonably specified by Issuer, including but not limited to a standby irrevocable letter of credit, a prepayment, a deposit to an escrow account, or a performance bond or guaranty by a creditworthy entity. The Parties agree that in the event Gas Purchaser fails to provide such adequate assurance as demanded, Issuer shall have the right to suspend further deliveries of Gas to Gas Purchaser under this Agreement on three days written notice and shall not be obligated to restore such deliveries until the first day of the Month after such demand has been satisfied; provided, however, that Issuer shall not be obligated to restore such deliveries notwithstanding the satisfaction of such demand until the completion of the term of deliveries to any replacement sales customer to which Prepay LLC has remarketed the Gas on behalf of Issuer.

11.6. No Set-Off. Payment for all amounts set forth in a billing statement provided to Gas Purchaser pursuant to Section 11.1 shall be made without set-off or counterclaim of any kind.

ARTICLE XII

LAWS AND REGULATIONS

This Agreement is subject to all valid laws, orders, rules, regulations, or other governmental actions of any duly constituted federal, state, or local governmental authority, to the extent such laws, orders, rules, and regulations are applicable and effective from time to time; provided, however, that no such action by Gas Purchaser's or Issuer's governing body may affect that Party's obligations and rights under this Agreement.

ARTICLE XIII

FORCE MAJEURE

13.1. Suspension of Obligations. Except with regard to a Party's obligation to make payments under this Agreement, neither Party shall be liable to the other for failure to perform an obligation to the extent such failure was caused by Force Majeure, as defined in Section 13.2.

13.2. Force Majeure Defined. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the Party claiming suspension, as further defined in this Section 13.2. The term "Force Majeure" shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes or tornadoes, which result in evacuation of the affected area, floods, washouts, explosions, or breakage of or accident or necessity of repairs to machinery or equipment

or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of transportation and/or storage by Transporters (provided that if the affected Party is using interruptible or secondary Firm transportation, only if primary, in-path, Firm transportation is also curtailed by the same event, or, if the relevant Transporter does not curtail based on path, if primary Firm transportation is also curtailed); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, wars or acts of terror; (v) governmental actions, such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a Government Agency having jurisdiction; and (vi) any invocation of Force Majeure by Prepay LLC under the Prepaid Gas Agreement. Issuer and Gas Purchaser shall make Commercially Reasonable Efforts to avoid the adverse impacts of a Force Majeure event or occurrence and to resolve the event or occurrence once it has occurred in order to resume performance.

13.3. Force Majeure Exclusions. Neither Party shall be entitled to the benefits of a claim of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the Party claiming excuse failed to remedy the condition and to resume the performance of its obligations with reasonable dispatch; (ii) economic hardship, to include, without limitation, Issuer's ability to sell Gas at a higher or more advantageous price, Gas Purchaser's ability to purchase Gas at a lower or more advantageous price, or a Government Agency disallowing, in whole or in part, the pass-through of costs resulting from this Agreement; or (iii) the loss of Gas Purchaser's markets or Gas Purchaser's inability to resell Gas purchased under this Agreement, except, in either case, as provided in Section 13.2. Gas Purchaser shall not be entitled to the benefit of the provisions of Force Majeure to the extent performance is adversely affected by any action taken by Gas Purchaser in its governmental capacity. The Party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

13.4. Settlement of Labor Disputes. Notwithstanding anything to the contrary in this Agreement, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance.

13.5. Force Majeure Procedure. The Party whose performance is prevented by Force Majeure must provide notice to the other Party as soon as practicable. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, from the onset of Force Majeure, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

ARTICLE XIV

DEFAULT

14.1. Failure by Gas Purchaser to Make Payments Due. Failure by Gas Purchaser to make to Issuer when due any of the payments for which provision is made in this Agreement shall constitute a default on the part of Gas Purchaser.

14.2. Enforcement and Right to Discontinue Service. In the event of any default under Section 14.1, Issuer shall have the right to recover from Gas Purchaser any amount in default. In enforcement of any such right of recovery, Issuer may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction and action for specific performance, as may be available to Issuer to enforce any covenant, agreement, or obligation to make any payment for which provision is made in this Agreement, and Issuer in its sole discretion may, upon three days written notice to Gas Purchaser, cease and discontinue providing delivery of all or any portion of the Gas otherwise to be delivered to Gas Purchaser at the Delivery Points under this Agreement. In the event Issuer takes all or any of the actions authorized by this Section 14.2, Gas Purchaser shall remain fully liable for payment of all amounts in default and shall not be relieved of any of its payment obligations under this Agreement.

14.3. Reinstatement of Service. If Issuer exercises its right to discontinue providing Gas deliveries to Gas Purchaser under Section 14.2, such Gas deliveries may only be reinstated, at a time to be determined by Issuer, upon (i) payment in full by Gas Purchaser of all amounts then due and payable under this Agreement and (ii) payment in advance by Gas Purchaser at the beginning of each Month of amounts estimated by Issuer to be due to Issuer for the future delivery of Gas under this Agreement for such Month. Issuer may continue to require payment in advance after the reinstatement of service under this Agreement for such period of time as Issuer in its sole discretion may determine is appropriate.

14.4. Other Default by Gas Purchaser. In the event of a failure by Gas Purchaser to establish, maintain, or collect rates or charges adequate to provide revenues sufficient to enable Gas Purchaser to pay all amounts due to Issuer under this Agreement, or in the event of a failure by Gas Purchaser to take from Issuer its Gas supplies in accordance with the provisions of this Agreement, or in the event of any default by Gas Purchaser under any other covenant, agreement, or obligation in this Agreement, Issuer (without limiting the provisions of) may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as may be available to Issuer to enforce any covenant, agreement, or obligation of Gas Purchaser in this Agreement. In addition to the foregoing remedies (and without limiting any other provisions of this Agreement), if Gas Purchaser fails to accept from Issuer any of the Daily Contract Quantity tendered for delivery under this Agreement, Issuer shall have the right to sell such Gas to third parties.

14.5. Default by Issuer. In the event of a default by Issuer under any covenant, agreement, or obligation in this Agreement, Gas Purchaser (without limiting the provisions of Section 14.6) may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as may be available to Gas Purchaser to enforce any covenant, agreement, or obligation in this Agreement against Issuer.

14.6. Arbitration and Mediation. Notwithstanding any other provision of this Agreement to the contrary, the Parties by mutual agreement may agree to mediate or arbitrate any dispute that arises under this Agreement.

14.7. Third-Party Beneficiaries. Except as provided in this Section 14.7, it is specifically agreed that there are no third-party beneficiaries of this Agreement and that this Agreement shall

not impart any rights enforceable by any Person not a party to this Agreement. Gas Purchaser acknowledges and agrees that (i) Issuer will pledge and assign its rights, title and interest in this Agreement and the amounts payable by Gas Purchaser under this Agreement (other than amounts payable in respect of the Project Administration Fee under Section 4.3) to secure Issuer's obligations under the Bond Indenture, (ii) the Trustee shall be a third-party beneficiary of this Agreement with the right to enforce Gas Purchaser's obligations under this Agreement, (iii) the Trustee or any receiver appointed under the Bond Indenture shall have the right to perform all obligations of Issuer under this Agreement, and (iv) in the event of a default in payments by Gas Purchaser under this Agreement, (a) Prepay LLC or any third party transferee who purchases and takes assignment of such receivables from Prepay LLC, shall thereafter have all rights of collection with respect to such receivables and may, to the extent provided for in, and in accordance with, the Receivables Purchase Agreement (as defined in the Bond Indenture), take assignment from Issuer of receivables owed by Gas Purchaser to Issuer under this Agreement, and shall thereafter have all rights of collection with respect to such receivables and interest accrued thereon, and (b) if such receivables are not so assigned, the Commodity Swap Counterparty shall have the right to pursue collection of such receivables to the extent of any non-payment by Issuer under the Commodity Swap that was caused by Gas Purchaser's payment default.

14.8. Downstream Supply Contract. Subject to the obligations of the Gas Purchaser under the Gas Purchaser's Gas System Revenue Bond Resolution, Gas Purchaser agrees that it will not exercise any right to terminate or suspend deliveries under the Downstream Supply Contract without the written consent of Issuer, and Gas Purchaser further agrees that it will exercise such rights if directed in writing to do so by Issuer. Gas Purchaser agrees that it will promptly notify Issuer of any circumstance that gives rise to either Gas Purchaser's or Downstream Customer's right to terminate or suspend performance under the Downstream Supply Contract. If and to the extent that the Downstream Supply Contract is terminated or performance under it is suspended by either party thereto, Issuer shall have the right to terminate this Contract or suspend performance hereunder, as applicable, upon notice to Gas Purchaser. Gas Purchaser hereby agrees that Issuer may issue notices and take other actions that the Gas Purchaser is required or permitted to take under the Downstream Supply Contract in order to fully effectuate the fact that all of the Gas sold by Issuer to Gas Purchaser under this Agreement will be sold by Gas Purchaser under the Downstream Supply Contract. Pursuant to the provisions of the Bond Indenture, Issuer may appoint the Trustee as its agent in respect of any of the rights set forth in this Section 14.8 such that the Trustee may exercise its rights and fulfill its responsibilities under the Bond Indenture

ARTICLE XV
[RESERVED]

ARTICLE XVI
WAIVERS

No waiver by either Issuer or Gas Purchaser of any default of the other under this Agreement shall operate as a waiver of any future default, whether of like or different character or nature.

ARTICLE XVII
SUCCESSION AND ASSIGNMENT

The terms and provisions of this Agreement shall extend to and be binding upon the Parties and their respective successors, assigns, and legal representatives; provided, however, that neither Party may assign this Agreement or its rights and interests, in whole or in part, under this Agreement as set forth in this Article XVII without the prior written consent of the other Party, except that Issuer may assign its interests under this Agreement as described in Section 14.7. Prior to assigning this Agreement, Gas Purchaser shall deliver to Issuer (i) written confirmation from each of the Applicable Rating Agencies, provided that such agency has rated and continues to rate the Bonds, that the assignment will not result in a reduction, qualification, or withdrawal of the then-current ratings assigned by the Applicable Rating Agencies to the Bonds; or (ii) written confirmation from each of the Applicable Rating Agencies, that the assignee has an outstanding long-term senior, unsecured, unenhanced debt rating equivalent to or higher than the ratings assigned by the Applicable Rating Agencies to the Bonds. Whenever an assignment or a transfer of a Party's interest in this Agreement is requested to be made with the written consent of the other Party, the assigning or transferring Party's assignee or transferee shall expressly agree to assume, in writing, the duties and obligations under this Agreement of the assigning or transferring Party. Upon the agreement of a Party to any such assignment or transfer, the assigning or transferring Party shall furnish or cause to be furnished to the other Party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

ARTICLE XVIII
NOTICES

Except as is otherwise specifically provided in this Agreement, any notice, request, demand, or statement provided for in this Agreement must be given in writing and delivered in person, by United States mail, or by express courier to the respective Parties at the addresses shown below or at such other addresses as may hereafter be furnished to the other Party in writing, and all payments due from Gas Purchaser under this Agreement shall be made by wire transfer to the account for payments set forth below:

Issuer:

The Black Belt Energy Gas District
P.O. Box 220
2003 College Avenue
Jackson, Alabama 36545
Attention: Kelly Henry, Chief Financial Officer
Telephone: (251) 751-8635
Fax: (251) 246-2479
Email: khenry@blackbeltenergy.com

Payments:

ABA #: [_____]

A/C #: [_____]

Re: [_____]

Attn: [_____]¹

Gas Purchaser:

Don Suarez
Pensacola Energy Director
1625 Atwood Drive
Pensacola, FL 32514
850-474-5316
dsuarez@cityofpensacola.com

Payments:

By Wire Transfer: [_____]

Account No.: [_____]

ABA No. [_____]

Attn: [_____]

Any notice initially delivered orally as may be permitted under this Agreement shall be confirmed in writing, and any notice initially delivered by facsimile transmission, email or other electronic means shall be followed by a hard copy sent by first-class mail or express courier within two days after transmission of the facsimile transmission, email or other electronic means.

ARTICLE XIX
CHOICE OF LAW

This Agreement shall be interpreted and construed in accordance with the applicable laws of the State of Alabama, excluding conflicts of law principles which would refer to the laws of another jurisdiction; provided, however, that the authority of Gas Purchaser to enter into this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

ARTICLE XX
MODIFICATIONS

No modifications of the terms and provisions of this Agreement shall be or become effective except pursuant to and upon the due and mutual execution of a supplemental written amendment by the Parties.

¹ NTD: Trustee to provide.

ARTICLE XXI
COMPUTATIONS

Except as otherwise provided herein, all computations related to prices and indices performed under this Agreement shall be rounded to four decimal places (\$0.0000).

ARTICLE XXII
REPRESENTATIONS AND WARRANTIES

22.1. Representations and Warranties of Issuer. Issuer hereby makes the following representations and warranties to Gas Purchaser:

(a) Issuer is a public corporation organized as a gas district under the laws of the State of Alabama, duly organized and validly existing under the laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under this Agreement.

(b) The execution, delivery, and performance by Issuer of this Agreement have been duly authorized by all necessary corporate action of Issuer and do not and will not require, subsequent to the execution of this Agreement by Issuer, any consent or approval of the Board of Directors or any officers of Issuer.

(c) This Agreement is the legal, valid, and binding obligation of Issuer, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) As of the date of this Agreement, there is no pending or, to Issuer's knowledge, threatened action or proceeding affecting Issuer which purports to affect the legality, validity, or enforceability of this Agreement.

(e) Issuer shall deliver to Gas Purchaser as a condition precedent to Gas Purchaser's execution of this Agreement an opinion letter of counsel to Issuer, in substantially the form set forth in Exhibit I.

22.2. Representations and Warranties of Gas Purchaser. Gas Purchaser hereby makes the following representations and warranties to Issuer:

(a) Gas Purchaser is a municipal government entity duly organized and validly existing under the laws of the State of Florida, and has the power and authority to own its properties, to carry on its business as now being conducted, and to execute, deliver, and perform this Agreement.

(b) The execution, delivery, and performance by Gas Purchaser of this Agreement have been duly authorized by the governing body of Gas Purchaser and do not and will

not require, subsequent to the execution of this Agreement by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

(c) This Agreement is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) As of the date of this Agreement, there is no pending or, to Gas Purchaser's knowledge, threatened action or proceeding affecting Gas Purchaser which purports to affect the legality, validity, or enforceability of this Agreement.

(e) Gas Purchaser shall deliver to Issuer a Federal Tax Certificate in substantially the form set forth in Exhibit E on the Effective Date; provided that, if the Bond Closing Date occurs after December 31, 2021, Gas Purchaser shall deliver an updated Federal Tax Certificate, in substantially the form set forth in Exhibit E but utilizing data for the five calendar years ending December 31, 2021, on the Bond Closing Date.

(f) Gas Purchaser shall deliver to Issuer an opinion letter of counsel to Gas Purchaser in substantially the form set forth in Exhibit F on the Bond Closing Date.

(g) Gas Purchaser shall deliver to Issuer a Closing Certificate in substantially the form set forth in Exhibit H on the Bond Closing Date.

ARTICLE XXIII

CERTAIN OBLIGATIONS OF GAS PURCHASER

23.1. Tax-Exempt Status of Bonds. The Bonds will be issued with the intention that the interest thereon will be exempt from federal taxes under Section 103 of the Code. Accordingly, Gas Purchaser agrees that it will (a) provide such information with respect to its gas supply program as may be requested by Issuer in order to establish the tax-exempt status of the Bonds, including a Federal Tax Certificate substantially in the form of Exhibit E attached hereto, and (b) act in accordance with such written instructions as Issuer may provide from time to time related to Gas Purchaser's receipt and use of Gas hereunder or otherwise related to the performance of Gas Purchaser's obligations hereunder in order to maintain the tax-exempt status of the Bonds. Gas Purchaser further agrees that it will not at any time take any action, or fail to take any action related to Gas Purchaser's receipt or use of Gas hereunder or otherwise related to the performance of Gas Purchaser's obligations hereunder, which would adversely affect the tax-exempt status of the Bonds, except as otherwise permitted hereunder. Gas Purchaser agrees it will use all of the Gas purchased under this Agreement in compliance with the Qualifying Use Requirements. Gas Purchaser agrees that it will provide such additional information, records and certificates as Issuer may reasonably request to confirm Gas Purchaser's compliance with this Section 23.1, e.g. periodic reporting regarding Gas Purchaser's use of Gas purchased under this Agreement for a "qualifying use" as defined in U.S. Treas. Reg. §1.148-1e(2)(iii).

23.2. Continuing Disclosure. Gas Purchaser agrees that it will provide to Issuer: (a) such financial and operating information as may be requested by Issuer including its most recent audited financial statements for use in Issuer's offering documents for the Bonds; and (b) annual updates to such information and statements to enable Issuer to comply with its continuing disclosure undertakings under Rule 15(c)2-12 of the United States Securities Exchange Commission. Failure by Gas Purchaser to comply with its agreement to provide such annual updates shall not be a default under this Agreement, but any such failure shall entitle Issuer to take such actions and to initiate such proceedings as may be necessary and appropriate to cause Gas Purchaser to comply with such agreement, including without limitation the remedies of mandamus and specific performance.

23.3. Obligations of Gas Purchaser with respect to Bonds. The Parties acknowledge and agree that the Gas Purchaser shall have no obligation with respect to the Bonds, except as expressly set forth herein. Without limiting the foregoing statement, the Gas Purchaser:

(a) shall have no responsibility for and makes no representation with respect to any disclosure provided in connection with the Bonds, except for the operating and financial information approved by Gas Purchaser and included in Issuer's official statement with respect to the Bonds;

(b) except as provided in the Federal Tax Certificate provided by the Gas Purchaser pursuant to Section ____ above, makes no representation or undertaking with respect to and shall not be responsible for the original or continuing exclusion from gross income for federal income tax purposes of interest on the Bonds

(c) other than its express payment obligations under this Agreement, shall have no obligation for the payment of any payment obligation with respect to or arising out of the issuance of the Bonds;

(d) shall have no obligation to cure any default with respect to the Bonds or any default by a participant under any participation agreement or gas supply agreement entered into in connection with the issuance of the Bonds;

(e) shall bear no increased cost or obligation due to any default by the Issuer or any Project Participant or purchaser with respect to the Bonds or under any participation or gas supply agreement entered into in connection with the Bonds; and

(f) except as expressly provided above and in Section 23.2, shall have no obligation or responsibility for disclosure or continuing disclosure with respect to the Bonds or compliance with the Rule in relation to the Bonds.

ARTICLE XXIV **EXCHANGES**

24.1. General Rule. Gas Purchaser may effectuate an exchange of Delivery Points for Gas purchased under this Agreement on a daily or Monthly basis under Section 24.2 or Section

24.3; provided, however, that any failure by a third party to perform its obligations under any such exchange arrangement shall not relieve Gas Purchaser of its obligations under this Agreement.

24.2. Description of Exchange Agreement. Gas Purchaser may enter into an exchange agreement with a third party under which Gas Purchaser implements redelivery of the Gas delivered at a Delivery Point (“Point A”) to a delivery point on another pipeline connected with Gas Purchaser’s system (“Point B”). Under such an exchange agreement, Gas Purchaser would deliver Gas at Point A to the exchange counterparty and receive delivery of an equivalent value of Gas at Point B from the exchange counterparty. The equivalent value of Gas at Point B may be taken by Gas Purchaser on the same Gas Day that Gas is delivered at Point A or at any time after such Gas Day within the same or the next succeeding Month. The transaction described in this Section 24.2 is not in itself a “disqualifying use” under federal tax law in effect on the date of this Agreement.

24.3. Exchange Transactions Through a Third Party. In addition to an exchange agreement under Section 24.2, Gas Purchaser may effectuate an exchange of deliveries of Gas at Point A (as described in Section 24.2) for deliveries at Point B (as described in Section 24.2) by entering into an agreement to provide the exchange through a third party. Under such an agreement, Gas Purchaser would arrange for the delivery of Gas to one party (“Party 1”) at Point A, and the receipt of Gas from another party (“Party 2”) at Point B, either directly or through a commodity exchange such as the Intercontinental Exchange, and bring the arrangements with Party 1 and Party 2 to a third party for the third party to enter into. Gas Purchaser would then enter into an exchange agreement with the third party, as described in Section 24.2 above. The transaction described in this Section 24.3 is not in itself a “disqualifying use” under federal tax law in effect on the date of this Agreement.

ARTICLE XXV **INTERPRETATION**

25.1. Entirety of Agreement. This Agreement constitutes the entire agreement between Issuer and Gas Purchaser with respect to the sale, delivery, purchase and receipt of the Daily Contract Quantity under the Prepaid Project, and supersedes any and all prior negotiations, understandings, or agreements, whether oral or in writing.

25.2. Headings. The headings used throughout this Agreement are inserted for reference purposes only and shall not be construed or considered in interpreting the terms and provisions of any Section or Article or this Agreement as a whole.

25.3. Severability. If any Article, Section, term, or provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said Article, Section, term, or provision; provided, however, that if such severability materially changes the economic benefits of this Agreement to either Party, the Parties agree to negotiate promptly an equitable adjustment to the provisions of this Agreement in good faith so as to place the Parties in as close to the same position as is possible under the circumstances as they were prior to such declaration by the court or other action or event.

25.4. Limited Liability. Issuer and Gas Purchaser acknowledge and agree that Gas Purchaser's obligations under this Agreement are limited as expressly described in this Agreement and that Issuer has no recourse to any other source of payment from Gas Purchaser except as set forth in Section 11.4 of this Agreement. Issuer and Gas Purchaser acknowledge and agree that Gas Purchaser has no recourse to any source of payment from Issuer under this Agreement except the Trust Estate as defined in the Bond Indenture, and only to the extent such funds are available to be applied for such purpose in accordance with the Bond Indenture.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ARTICLE XXVI
COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and each of which shall be deemed to be an original instrument as against a Party that has signed it.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

CITY OF PENSACOLA, FLORIDA

By: _____

Attested By: _____

Printed Name: Grover C. Robinson, IV
Title: Mayor

Printed Name: Ericka L. Burnett
Title: City Clerk

Approved As To Substance:

Legal in form and valid as drawn:

Department Director/Division Head

City Attorney

THE BLACK BELT ENERGY GAS DISTRICT

By: _____

Attested By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT A

PRIMARY DELIVERY POINT

Gulf South Pipeline Meter No. 2081.

EXHIBIT B

DAILY CONTRACT QUANTITIES

7,000 MMBtu per day

EXHIBIT C

INDEX PRICE

The price per MMBtu published in the first issue of the month of Inside FERC's Gas Market Report, a publication of S&P Global Platts, a division of S&P Global Inc., in the table entitled "Monthly Bidweek Spot Gas Prices – Platts Locations (\$/MMBtu)", under the heading "Louisiana/Southeast", for Henry Hub, under the column "Index", plus eleven cents (\$0.11).

EXHIBIT D
MONTHLY DISCOUNT

[____] per MMBtu per for the period from and including April 1, 2022 to and including [____]

EXHIBIT E

FEDERAL TAX CERTIFICATE

This Federal Tax Certificate is executed in connection with the Gas Supply Agreement dated as of _____ 1, 2021 (the “Supply Agreement”), by and between The Black Belt Energy Gas District (“BBE”) and the City of Pensacola, Florida, d/b/a Pensacola Energy (“Gas Purchaser”). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supply Agreement, in the Tax Certificate and Agreement, or in the Bond Indenture.

WHEREAS Gas Purchaser acknowledges that BBE is issuing the Bonds to fund the prepayment price under the Prepaid Gas Agreement; and

WHEREAS the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS Gas Purchaser’s use of Gas acquired pursuant to the Supply Agreement and certain funds and accounts of Gas Purchaser will affect the Bonds’ qualification for such tax exemption.

NOW, THEREFORE, GAS PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Gas Purchaser is a municipal government entity duly organized and validly existing under the laws of the State of Florida organized under the laws of the State of Florida.
2. Gas Purchaser will resell all of the Gas acquired pursuant to the Supply Agreement to Downstream Customer, a retail Gas customer in its Gas service area, with such retail sales being made pursuant to a regularly established and generally applicable tariff (which provides for sales to large industrial users at individually negotiated prices) and under an authorized requirements Agreement. For purposes of the foregoing sentence, the term “service area” means (x) the area throughout which Gas Purchaser provided Gas transmission or distribution service at all times during the 5-year period ending on December 31, 2020, and from then until the date of issuance of the Bonds (the “Closing Date”), and (y) any area recognized as the service area of Gas Purchaser under state or federal law. All Gas sold by Gas Purchaser that qualifies for service under Service Classification: GPT, Gas Purchased Transportation Service (For large volume commercial/industrial customers) will be subject to the following terms in addition to those under the applicable tariff: (a) in the case of take-or pay contracts, the term shall not more than three years, including renewal options; (b) in the case of requirements contracts, the contract may be for a longer term, including if such longer term matches the term of the prepaid natural gas supply contract from which the Gas Purchaser will supply the large commercial/volume industrial customer.

3. The annual average amount during the testing period of Gas purchased (other than for resale) and sold to customers of Gas Purchaser who are located within the service area of Gas Purchaser, as adjusted under the new load adjustment provision of Section 148(b)(4) of the Code, is [] MMBtu. The maximum annual amount of Gas in any year being acquired pursuant to the Supply Agreement is [] MMBtu. The annual average amount of Gas which Gas Purchaser holds in storage as of the Closing Date is [] MMBtu. The annual average amount of Gas which Gas Purchaser otherwise has a right to acquire as of the Closing Date is [] MMBtu. The sum of (a) the maximum amount of Gas in any year being acquired pursuant to the Supply Agreement, (b) the annual average amount of Gas which Gas Purchaser holds in storage, and (c) the amount of Gas which Gas Purchaser otherwise has a right to acquire in the year described in the foregoing clause (a) is [] MMBtu. Accordingly, the amount of Gas to be acquired under the Supply Agreement by Gas Purchaser, supplemented by the amount of Gas otherwise available to Gas Purchaser as of the Closing Date, during any year does not exceed the sum of (i) []% of the annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser, as adjusted under the new load adjustment provision of Section 148(b)(4) of the Code and (ii) the amount of Gas to be used to transport the prepaid Gas to Gas Purchaser during such year. For purposes of this paragraph 3, the term "testing period" means the 5 calendar years ending December 31, 2020, and the term "service area" means (x) the areas throughout which Gas Purchaser provided transmission or distribution service at all times during the testing period, (y) any area within a county contiguous to the area described in (x) in which retail customers of Gas Purchaser are located if such area is not also served by another utility providing Gas services, and (z) any area recognized as the service area of Gas Purchaser under state or federal law.

4. Gas Purchaser expects to pay for Gas acquired pursuant to the Supply Agreement solely from funds derived from its Gas distribution operations. Gas Purchaser expects to use current revenues of its Gas distribution system to pay for current Gas acquisitions. There are no funds or accounts of Gas Purchaser or any person who is a Related Person to Gas Purchaser in which monies are invested and which are reasonably expected to be used to pay for Gas acquired more than one year after it is acquired. No portion of the proceeds of the Bonds will be used directly or indirectly to replace funds of Gas Purchaser or any persons who are Related Persons to Gas Purchaser that are or were intended to be used for the purpose for which the Bonds were issued.

_____, 2021

By: _____
[Name]

EXHIBIT F

FORM OF OPINION OF COUNSEL TO GAS PURCHASER

[____], 2021

The Black Belt Energy Gas District
Jackson, AL

Aron Energy Prepay 6, LLC
New York, NY

J. Aron & Company LLC
New York, NY

Regions Bank
Birmingham, AL

Commodity Swap Counterparty #1

Commodity Swap Counterparty #2

Re: Gas Supply Agreement Between the City of Pensacola,
Florida, d/b/a Pensacola Energy, and The Black Belt Energy
Gas District dated as of ____ 1, 2021

Ladies and Gentlemen:

We are Counsel to the City of Pensacola, Florida, d/b/a Pensacola Energy ("Gas Purchaser").

Gas Purchaser is a Project Participant in the Prepaid Project undertaken by The Black Belt Energy Gas District ("Issuer "). We are furnishing this opinion to you in connection with the Gas Supply Agreement between Issuer and Gas Purchaser dated as of ____ 1, 2021 (the "Supply Agreement").

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning as is ascribed to them in the Supply Agreement.

To the extent a statement herein is qualified by the phrase "to our knowledge" or by similar phrases, it is intended to indicate that, during the course of our representation of Gas Purchaser in connection with the Supply Agreement, no information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of those attorneys presently in this firm who have rendered substantive legal services in connection with the representation of the Gas Purchaser with respect to the Supply Agreement. However, we have not undertaken an independent investigation or review to determine the accuracy of any such statement, and any limited inquiry undertaken by us during the preparation of this opinion letter should not be regarded as such an investigation or review. No inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of Gas Purchaser.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following:

The Constitution and laws of the State of Florida (the "State") including, as applicable, acts, ordinances, certificates, articles, charters, bylaws, and agreements pursuant to which Gas Purchaser was created and by which it is governed;

Resolution Nos. _____ and _____ duly adopted by Gas Purchaser on _____, 2021 (collectively, the "Resolution") and certified as true and correct by certificate and seal, authorizing Gas Purchaser to execute and deliver the Supply Agreement;

A copy of the Supply Agreement executed by Gas Purchaser; and

The outstanding instruments relating to bonds, notes, or other indebtedness ("Financing Documents") of or relating to Gas Purchaser's municipal utility system, its assets, or operations listed on the attached Schedule A.

We have also examined and relied upon originals or copies, certified or otherwise authenticated to our satisfaction, of such records, documents, certificates, and other instruments, and made such investigations of law, as in our judgment we have deemed necessary or appropriate to enable us to render the opinions expressed below. With respect to certain facts, we have relied solely upon certificates or other comparable documents of public officials and officers or other official representatives of Gas Purchaser, including the Closing Certificate of Gas Purchaser executed by _____ as of _____, 2021.

Based upon the foregoing, we are of the opinion that:

Gas Purchaser is a municipal corporation of the State, duly organized and validly existing under the laws of the State, and has the power and authority to enter into and to perform its obligations under the Supply Agreement.

The execution, delivery, and performance by Gas Purchaser of the Supply Agreement have been duly authorized by the governing body of Gas Purchaser and do not and will not require,

subsequent to the execution of the Supply Agreement by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

The Supply Agreement is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms.

No approval, consent or authorization of any governmental or public agency, authority, commission or person, or, to our knowledge, of any holder of any outstanding bonds or other indebtedness of Gas Purchaser, is required with respect to the execution, delivery and performance by Gas Purchaser of the Supply Agreement or Gas Purchaser's participation in the transactions contemplated thereby other than those approvals, consents and/or authorizations that have already been obtained.

To our knowledge the authorization, execution and delivery of the Supply Agreement and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) to our knowledge will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

To our knowledge Gas Purchaser is not in breach of or default under any applicable constitutional provision or any law or administrative regulation of the State or the United States or any applicable judgment or decree or, to our knowledge, any loan or other agreement, resolution, indenture, bond, note, resolution, agreement or other instrument to which Gas Purchaser is a party or to which Gas Purchaser or any of its property or assets is otherwise subject, and to our knowledge no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument.

Based solely on the review of the Financing Documents listed on the attached Schedule A, to our knowledge the application of the revenues and other available funds of Gas Purchaser's utility system to make such payments under the Supply Agreement is not subject to any prior lien, encumbrance or other legal restriction.[Funding of O&M is the second priority application of Revenues under the City's Gas System Revenue Bond Resolution, after funding of Rebate Fund.]

To our knowledge as of the date of this opinion, there is no pending or threatened action or proceeding at law or in equity or by any court, government agency, public board or body affecting or questioning the existence of Gas Purchaser or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of the Supply Agreement nor to our knowledge is there any basis therefor.

The opinions expressed herein are qualified to the extent that the validity, binding nature and enforceability of the Supply Agreement may be limited or otherwise affected by: (i) general principles of equity, including without limitation, principles of commercial reasonableness, good

faith, fair dealing, regardless of whether enforceability is considered in a proceeding in equity or at law; (ii) bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, rehabilitation, liquidation, moratorium, and other similar laws relating to or affecting rights and remedies of secure parties generally; (iii) limitations on the right of Gas Purchaser to exercise the rights and remedies under the Supply Agreement if it is determined by a court of competent jurisdiction that it cannot be demonstrated that enforcement of the rights and remedies is reasonably necessary for the protection of the Gas Purchaser; (iv) the unenforceability under certain circumstances of provisions indemnifying, or prospectively releasing, a party against liability for its own wrongful or negligent acts or where the release is contrary to public policy; and (v) state and federal forfeiture laws and similar laws relating to illegal drugs, anti-money laundering, terrorist or similar activities.

Certain rights, remedies and waivers contained in the Supply Agreement and certain limitations of the liability contained therein may be rendered ineffective, or limited, by applicable laws, judicial decisions, constitutional requirements or principles of equity governing such provisions, but such ineffectiveness or limitations under such applicable laws, judicial decisions, constitutional requirements or principles of equity do not, in our opinion, render the Supply Agreement invalid as a whole, and there exist in the Supply Agreement or pursuant to applicable law legally adequate remedies for the realization of the principal benefits purported to be provided by the Supply Agreement, subject to the economic consequences of any delay that may result from applicable laws, rules or judicial decisions or constitutional requirements.

Requirements in the Supply Agreement specifying that the provisions thereof may be amended or waived only in writing may not be enforced under Florida law to the extent that a subsequent oral agreement modifying provisions of any such agreement or document has been performed.

We express no opinion as the existence of or title to property or encumbrances thereon or the description of any property or the creation or perfection of any lien.

We express no opinion as to the enforceability of: (i) provisions that define, waive or set standards for good faith, reasonableness, fair dealing, diligence or the like; (ii) provisions that provide the right to exercise remedies upon the happening of a non-material breach of the Supply Agreement (including without limitation, material breaches of non-material provisions thereof); (iii) provisions that govern the election of remedies or provide that remedies are cumulative; (iv) provisions that release, exculpate or exempt a party from, or require indemnification of a party for, liability for its own action or inaction or provide any indemnity or hold harmless to the extent such indemnity or hold harmless is, with respect to any activity, contrary to public policy; (v) provisions that waive or restrict the right to a jury trial, specify a means for a service of process, specify governing law, select venue or consent to personal jurisdiction; (vi) provisions that purport to establish evidentiary standards; or (vii) provisions that relate to waiver of remedies (or delay or omission of enforcement thereof), disclaimers, liability limitations with respect to third parties, release of legal or equitable rights, discharges or waivers of defenses or liquidated damages.

The enforceability of the Supply Agreement may be limited by deficiency judgment laws and the manner and order in which a party seeks to exercise its rights under the Supply Agreement.

No opinion is given with respect to the enforceability of any provision of the Supply Agreement that purports to preclude modification of the Supply Agreement through conduct, custom or course of performance, action or dealing.

Our opinion is based upon and relies upon the current status of law, and in all respects is subject to and may be limited by future legislation or case law.

We express no opinion concerning any matter respecting or affected by any laws other than laws that a lawyer in Florida exercising customary professional diligence would reasonably recognize as being directly applicable to Gas Purchaser.

This opinion is rendered solely for the use and benefit of the addressees listed above in connection with the Supply Agreement and may not be relied upon other than in connection with the transactions contemplated by the Supply Agreement, or by any other person or entity for any purpose whatsoever, nor may this opinion be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity, without the prior written consent of the undersigned.

The opinions expressed herein are as of the date hereof, and we undertake no obligation to advise you of changes in applicable law or any other matters that may affect the opinions expressed herein.

Very truly yours,

EXHIBIT G

FORM OF REMARKETING ELECTION NOTICE

[Issuer]
[Address]

[Prepay LLC]
[Address]

[Trustee]
[Address]

To the Addressees:

The undersigned, duly authorized representative of _____ (the “Gas Purchaser”), is providing this Gas Remarketing Election Notice pursuant to the Gas Supply Agreement, dated as of _____, 2021 (the “Supply Agreement”), between The Black Belt Energy Gas District and Gas Purchaser. Capitalized terms used herein shall have the meanings set forth in the Supply Agreement.

Pursuant to Section 5.3(b) of the Supply Agreement, Gas Purchaser has elected to have its DCQ for each Gas Day of each Month of the applicable Reset Period remarketed beginning with the month of [_____] 20[___], and that the resumption of deliveries in any future Reset Period shall be in accordance with Section 5.3(e) thereof.

Given this [____] day of [____], 20[___].

[Name]

By: _____
Name:
Title:

EXHIBIT H
FORM OF CLOSING CERTIFICATE

CLOSING CERTIFICATE OF GAS PURCHASER

[____], 2021

Re: The Black Belt Energy Gas District
 Gas Project Revenue Bonds,
 Series 2021 B

The undersigned [President/Chairman/Chief Executive Officer] of _____ (“Gas Purchaser”), hereby certifies as follows in connection with the Gas Supply Agreement dated as of _____, 2021 (the “Agreement”) between the Gas Purchaser and The Black Belt Energy Gas District (“Issuer”) and the issuance and sale by Issuer of the above-referenced bonds (the “Bonds”) (capitalized terms used and not defined herein shall have the meanings given to them in the Agreement):

1. Gas Purchaser is a municipal corporation duly created and validly existing and in good standing under the laws of the State of Florida (the “State”), and has the corporate power and authority to enter into and perform its obligations under the Agreement.
2. By all necessary official action on its part, Gas Purchaser has duly authorized and approved the execution and delivery of, and the performance by Gas Purchaser of the obligations on its part contained in the Agreement, and such authorization and approval has not been amended, supplemented, rescinded or modified in any respect since the date thereof.
3. The Agreement constitutes the legal, valid and binding obligation of Gas Purchaser.
4. The authorization, execution and delivery of the Agreement and compliance with the provisions on Gas Purchaser's part contained therein (a) will not conflict with or constitute a breach of or default in any material respect under (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

5. Gas Purchaser is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which Gas Purchaser is a party or to which Gas Purchaser or any of its property or assets are subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default in any material respect by Gas Purchaser under any of the foregoing.

6. Payments to be made by Gas Purchaser under the Agreement shall constitute operating expenses of Gas Purchaser's gas system payable solely from the revenues and other available funds of Gas Purchaser's gas system as a cost of purchased gas. The application of the revenues and other available funds of Gas Purchaser's gas system to make such payments is not subject to any prior lien, encumbrance or other restriction. [Funding of O&M is the second priority application of Revenues under the City's Gas System Revenue Bond Resolution.]

7. No litigation, proceeding or tax challenge is pending or, to its knowledge, threatened, against Gas Purchaser in any court or administrative body which would (a) contest the right of the officials of Gas Purchaser to hold and exercise their respective positions, (b) contest the due organization and valid existence of Gas Purchaser, (c) contest the validity, due authorization and execution of the Agreement or (d) attempt to limit, enjoin or otherwise restrict or prevent Gas Purchaser from executing, delivering and performing the Agreement, nor to the knowledge of Gas Purchaser is there any basis therefor.

8. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Gas Purchaser of its obligations under the Agreement have been duly obtained.

9. The representations and warranties of Gas Purchaser contained in the Agreement were true, complete and correct on and as of the date thereof and are true, complete and correct on and as of the date hereof.

10. The statements and information with respect to Gas Purchaser, if any, contained in the Preliminary Official Statement dated _____, 2021 and the Official Statement dated _____, 2021 with respect to the Bonds, including Appendix B thereto (the "Official Statement"), fairly and accurately describe and summarize the financial and operating position of Gas Purchaser for the periods shown therein, and such statements and information did not as of the date of the Preliminary Official Statement and the date of the Official Statement, respectively, and the Official Statement does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements and information, in the light of the circumstances under which they were made, not misleading.

11. No event affecting Gas Purchaser has occurred since the date of the Official Statement which should be disclosed therein in order to make the statements and information with respect to Gas Purchaser contained therein, in light of the circumstances under which they were made, not misleading in any material respect.

IN WITNESS WHEREOF the undersigned has executed this Certificate on and as of the date first written above.

[Name of Entity]

By _____
Name:
Title:

EXHIBIT I

[FORM OF OPINION OF COUNSEL TO ISSUER]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-57

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-57 - APPROPRIATING FUNDING FOR THE SKATEBOARD PARK

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-57.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

At the November 5, 2018 Agenda Conference, City Council was informed that staff had been meeting with Jon Shell of Upward Intuition to learn about his plans for the design and construction of the proposed skateboard park at the Hollice T. Williams Park. Since then, the City has appropriated Local Option Sales Tax (LOST) funds in the amount of \$575,000 and the Community Redevelopment Agency (CRA) has approved funding in the amount of \$300,000 towards the cost of the project.

On December 13, 2018 City Council approve Upward Intuition's request for the City to assume responsibility of the skateboard park construction. At the time, Upward Intuition hoped to get additional funding in order to cover the cost of the skateboard park as well as additional components of the project the City wanted which included restroom facilities, parking, handicapped access, stormwater treatment, sidewalks, trees, a playground and a pavilion resulting in a total estimated project cost of \$2,490,000. Upward Intuition has been able to raise \$230,000 towards the project resulting in a total funding commitment of \$1,105,000.

In order to get this project underway staff has re-evaluated the project and would like to move forward with the skateboard park and restrooms at this time and address the additional components of the park as funding becomes available. Current estimates to complete the skateboard park and restrooms total \$1,805,000. City Council has already appropriated \$575,000 in LOST funds and \$300,000 in CRA funds and Mr. Shell has raised approximately \$230,000, leaving a funding gap of \$700,000. This item proposes using \$500,000 in American Rescue Plan Act (ARPA) funds which

were not needed for employee premium pay and \$200,000 in General Fund unassigned fund balance to make up the difference. Currently, there is a balance of \$356,732 in the General Fund's Unassigned Fund Balance. Should City Council authorize the appropriation of \$200,000, a balance of \$156,732 will remain in the General Fund's Unassigned Fund Balance.

The \$230,000 expected from Upward Intuition has not yet been received. These funds will be appropriated once they are received or a grant agreement has been approved by Council.

PRIOR ACTION:

October 13, 2016 - City Council approved supporting the efforts of Upward Intuition to construct the Blake Doyle Skate Park at the Hollice T. Williams Park.

May 10, 2018 - Blake Doyle Skate Park Update Presentation.

June 14, 2018 - Update on Blake Doyle Skate Park at Hollice T. Williams Park and Hollice T. Williams Park Restore Project.

September 10, 2018 - CRA approved \$300,000 from the sale of CRA properties to be utilized for the construction of a proposed multi-purpose skate park and amphitheater at the Hollice T. Williams Park.

September 19, 2018 - City Council approved Resolution 18-40 adopting a final budget for the City of Pensacola for the fiscal year beginning October 1, 2018 which included \$375,000 in Local Option Sales Tax (LOST) funding for the Blake Doyle Skate Park.

October 11, 2018 - City Council approved Resolution 18-46 amending the fiscal year 2019 budget transferring \$200,000 in LOST funds appropriated for City Hall Parking Lot Improvements to the Blake Doyle Skate Park.

December 13, 2018 - City Council considered Upward Intuition's request for the City to assume responsibility of the Blake Doyle Skate Park to be located at the Hollice T. Williams Park and expend the allocated amount of up to \$1,375,000 for design and construction of the park.

December 13, 2018 - City Council approved authorize the Mayor to accept the Memorandum of Understanding between the City of Pensacola (City) and Escambia County for the planning, design and permitting of the Hollice T. Williams Stormwater Park Restore project which among other things included funding for the planning, design and permitting cost for the skate park.

FUNDING:

Budget:	\$	575,000	Local Option Sales Tax Fund - LOST IV
		300,000	Community Redevelopment Agency Fund
		500,000	Coronavirus Local Fiscal Recovery Fund
		200,000	General Fund Unassigned Fund Balance
		<u>230,000</u>	Upward Intuition Donated Funds
		<u>\$1,805,000</u>	Total Available Funds

Actual: \$ 1,370,000 Estimated Skate Park Cost

200,000 Estimated Restroom Cost
235,000 15% Contingency
\$ 1,805,000 Total Estimated Project Cost

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate an additional \$700,000 in funds for the skate park; \$500,000 in funding will come from the ARPA funds which were not needed for employee premium pay and \$200,000 will come from the General Fund Unassigned Fund Balance, leaving a remaining General Fund Unassigned Fund balance of \$156,732 in that account.

City Council has already appropriated \$575,000 in LOST funds and \$300,000 in CRA funds and Mr. Shell has raised \$230,000, bringing the total available project funding to \$1,805,000. Due to funding, additional park features (other than restrooms) discussed at prior meetings will not be included in the project cost at this time.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/23/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director
David Forte, Interim Public Works & Facilities Director
Brian Cooper, Parks & Recreation Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-57
- 2) Supplemental Budget Explanation No. 2021-57

PRESENTATION: No

**RESOLUTION
NO. 2021-57**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. GENERAL FUND

	Fund Balance	200,000
To:	Transfer Out to LOST Fund	200,000

B. LOST IV FUND

To:	Transfer In From General Fund	200,000
As Reads	Capital Outlay	21,190,056
To:		
Reads	Capital Outlay	21,390,056

C. AMERICAN RESCUE PLAN FUND

As Reads	Federal Grants	10,282,640
To:		
Reads	Federal Grants	10,782,640
As Reads	Capital Outlay	1,665,000
To:		
Reads	Capital Outlay	2,165,000

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

AUGUST 2021 - SUPPLEMENTAL BUDGET RESOLUTION -AMERICAN RESCUE PLAN ACT (ARPA) FUNDS AND SKATEBOARD PARK- RES NO. 2021-57

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Fund Balance	<u>200,000</u>	Increase appropriated fund balance
Appropriations		
Transfer Out to LOST Fund	<u>200,000</u>	Appropriate funding Transfer Out to LOST Fund
Total Appropriations	<u>200,000</u>	
B. LOST IV FUND		
Estimated Revenues		
Transfer In from General Fund	<u>200,000</u>	Appropriate estimated revenue from Transfer In From General Fund
Total Revenues	<u>200,000</u>	
Appropriations		
Capital Outlay	<u>200,000</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>200,000</u>	
C. AMERICAN RESCUE PLAN FUND		
Estimated Revenues		
Federal Grants	<u>500,000</u>	Increase estimated revenue from Federal Grants
Total Revenues	<u>500,000</u>	
Appropriations		
Capital Outlay	<u>500,000</u>	Appropriate funding for Capital Outlay
Total Appropriations	<u>500,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 28-21

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 28-21 AMENDMENT TO CITY CODE SECTION 4-3-97 -
SANITATION COLLECTION FEE AND EQUIPMENT SURCHARGE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 28-21 on first reading:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 4-3-97 of the City Code provides for an automatic adjustment to the monthly sanitation rate each October 1st in accordance with the Consumer Price Index (CPI). Because the CPI was not increased during FY 2021, the new CPI estimate will be 1.5% for Fiscal Year 2021 and 2.6% for Fiscal Year 2022 which amounts to an increase of \$1.03 and would set the new rate at \$26.15 per month. This increase would allow for full funding of the Sanitation Services operation as budgeted in the FY 2022 Proposed Budget.

In accordance with the rate study completed in 2016, City Council approved the implementation of a Sanitation Equipment Surcharge to fund capital equipment replacement. The surcharge was initially set at \$1.00 effective June 1, 2017, with an increase to \$2.00 scheduled for October 1, 2018, an increase October 1, 2019, to \$2.04 based on the 1.9% CPI, and an increase to \$3.04 based on the capital equipment replacement schedule for FY 2021. Beginning October 1, 2021, a recommended increase of \$.08 or 2.6% as computed under the most recent CPI, bringing the Sanitation Equipment Surcharge to \$3.12.

Additionally, an optional service will be offered for a Premium Collection Surcharge of \$20.00 per month. 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/C&D).

PRIOR ACTION:

September 24, 2020 - City Council adopted Proposed Ordinance No. 41-20 adjusting the monthly Sanitation Equipment Surcharge to \$3.04.

September 26, 2019 - City Council adopted Proposed Ordinance No. 28-19 adjusting the monthly Sanitation Rate to \$25.11 and the Sanitation Equipment Surcharge to \$2.04 based on the 1.9% CPI.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the proposed ordinance would set the Sanitation Rate at \$26.15 per month, a \$1.03 per month increase and would set the Sanitation Equipment Surcharge at \$3.12 per month, a \$.08 per month increase; the rate increase to the Sanitation Rate is based on the CPI estimate of 1.5% for FY 2021 and 2.6% for FY 2022 and the Sanitation Equipment Surcharge is based on the CPI estimate of 2.6% for FY 2022, both to be effective October 1, 2021 upon adoption at second reading. Based on an estimated 20,220 customers, the increase in the Sanitation Rate is projected to generate an additional \$194,000 annually in additional Residential Refuse Container Charges and the Sanitation Equipment Surcharge is projected to generate an additional \$25,800 annually for Capital Equipment Expenditures both of which have been incorporated in the FY 2022 Proposed Budget.

The Premium Collection Surcharge revenue will not be included in the FY 2022 Proposed Budget as it is currently unknown how many customers will request this service. Once implemented, revenue may be adjusted at a later date on a supplemental budget resolution appropriating the expected revenue for this service.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/29/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
John Pittman, Sanitation Services & Fleet Management Director
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 28-21

PRESENTATION: No

PROPOSED
ORDINANCE NO. 28-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-97. Fees and surcharges.

The following fees are hereby established for recycling, solid waste or refuse collection services by the city as may be amended from time to time by resolution of the city council:

- (1) *New accounts, transferred accounts, and resumption of terminated service:* Twenty dollars (\$20.00).
- (2) *Garbage, recycling and trash collection fee, per month:* ~~\$25.11~~ Twenty-six dollars and eleven fifteen cents (\$26.15). This fee 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.
- (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) ~~(3)~~ 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) ~~(4)~~ *Sanitation equipment surcharge*: ~~Two~~ Three dollars and ~~four~~ twelve cents ~~(\$3.04)~~ (\$3.12) 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) ~~(5)~~ *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) ~~(6)~~ *Tire removal*: A surcharge of three dollars (\$3.00) per tire shall be added to the scheduled or nonscheduled bulk waste collection fee established herein whenever tire(s) more than twelve (12) inches in size are collected.
- (8) ~~(7)~~ *Scheduled bulk waste collection*: The fee for scheduled bulk item collection shall be fifteen dollars (\$15.00) for the first three (3) minutes and five dollars (\$5.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- (9) ~~(8)~~ *Non-scheduled bulk waste collection*: The fee for nonscheduled bulk item collection shall be thirty-five dollars (\$35.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- (10) ~~(9)~~ Deposits in an amount up to a total of the highest two (2) months bills for

service within the previous twelve (12) months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits.

~~(11)(10)~~ A late charge equal to one and one-half (1½) percent per month of the unpaid previous balance.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 33-21

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Ann Hill

SUBJECT:

PROPOSED ORDINANCE NO. 33-21 - AMENDING SECTION 6-2-3 - DUTIES [PARKS AND RECREATION BOARD] OF THE CITY CODE.

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 33-21 on first reading:

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD -- DUTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

In an effort to further engage the Parks and Recreation Board, City Council requested that the Board review the duties contained in Sec. 6-2-3 of the City Code. They further requested the Board provide input and recommendation on how they felt their listed duties could be amended to further engage the Board.

On June 17, 2021, the Board met and discuss this item. With a vote of 5-0, the proposed amendment to the Board duties was approved.

PRIOR ACTION:

May 13, 2021 - City Council referred this item to the Parks and Recreation Board

June 17, 2021 - Parks and Recreation Board met, considered the matter and provided their recommendation

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 33-21 - Amendment to Section 6-2-3 (001)
- 2) June 17, 2021 Parks and Recreation Board Minutes

PRESENTATION: No

PROPOSED
ORDINANCE NO. 33-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF
THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION
BOARD -- DUTIES; PROVIDING FOR SEVERABILITY; REPEALING
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-2-3 of the Code of the City of Pensacola, Florida, is
hereby amended to read as follows:

Sec. 6-2-3. Duties.

~~The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.~~

Members of the parks and recreation board shall engage with the citizens of Pensacola and be liaisons to the public, participate in city events, attend neighborhood meetings, and encourage recreational activities across our park system. The parks and recreation board shall review developing plans and budgets and advise and make recommendations to the city council with timely reports, and shall advise the mayor on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The board, based on informed review, shall also provide input to staff, council and mayor on master plan updates and improvements, and policy development for the use of recreational facilities.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

City of Pensacola

Meeting Minutes 3 - Draft Parks and Recreation Board

June 17, 2021 8:00 AM

222 West Main Street Pensacola, FL 32502

Hagler-Mason Conference Room

Members of the public may attend the meeting in person; however, there will be limited seating capacity. Consistent with CDC guidelines, attendees will be required to sit at least 6 feet apart and wear face coverings that cover their nose and mouth.

1. CALL TO ORDER

The meeting was called to order at 8:03.

Chairperson Hicks read a statement to the public about how they can participate.

2. ROLL CALL

Present 5 - Chairperson Rand Hicks, Vice Chair Maranda Sword, Renee Borden, Antonio Bruni, Alejandra Escobar-Ryan

Absent 4 - David Del Gallo, Leah Harrison, Gabriela Garza, and Michael Wolf

3. APPROVAL OF MINUTES

The minutes for the May 20, 2021 meeting were not ready for approval.

4. DIRECTOR'S REPORT

Director Cooper first called Officer Bell, PPD, who recommended that shrubbery be reduced and picnic tables removed from Wyer Park (Reus and Belmont) in order to help mitigate unwelcome use of the park. He further recommended that the hours be adjusted to sunrise to sunset instead of 7 AM to 10 PM.

Director Cooper proceeded with the following updates:

- The board was encouraged to attend the Legion Field grand reopening and ribbon-cutting on 26 June 2021, which will showcase a new splash pad, available for public use from 9 AM to 7 PM. Fitness court, playground, splash pad, walking path, new press box and scoreboard. Bounce houses, vendors, etc.

- Hitzman Park will have its grand opening and ribbon-cutting on 24 July 2021.
- We're expecting bids on the Kiwanis Park renovation in a week or so.
- We'll be erecting a pole barn at Osceola to house our heavy equipment and protect them from the elements. A number of quotes are coming in now.
- We are in the process of installing five new playgrounds around the city. Woodcliff Park and the Vickrey Center are complete. Next come Estramadura, Operto, and then Granada.
- Roger Scott Tennis Center renovations are moving along right now. The construction documents will be 100% delivered by the end of the month. We expect to go through permitting and the bid process by the middle of July, with a contract delivered to the Council in August or September with an expected 5-6 month period of construction.
- Chairperson Hicks invited members of the public who had come to speak about the Roger Scott project. Mildred Arroyo Figueroa asked how P&R would allocate funds. She noted that 71,000 people play at RS, and citizens from the age 3 to 90, including many who are disadvantaged, play tennis there. The courts are in hazardous condition, and their concern led to a local petition with 500 names on change.org to address this. Robin Olsen, president of the Under the Hill Tennis League, read a statement in support of the reconstruction of the hard courts there, and cited the significant interest and revenue tennis draws at Roger Scott. Hayne Haigler then addressed the board, highlighting the joy tennis brings to those who play there. Post-tensioned concrete at UWF's courts are great and don't have a crack after 12 years of use. Steven Shelley noted how many people travel significant distances to play on these courts. We need more clay courts just to serve current members, and they pay more to play.
- Director Cooper then provided historical context about our forty-year courts that are now twenty years beyond their lifespan. They're chipped and worse. We effected temporary repairs to carry us until the reconstruction is complete. Five years ago we thought \$500,000 might get the job done, so he set aside \$700,000 given inflation. After seeing the UWF post-tensioned courts, they determined to replace the current courts with those and also to spread them out so wheelchair events will have plenty of space. We'll have 12 new hard courts on the bottom level, which will accommodate high school and college needs. Instead of putting hard courts on the top level, another six clay courts will be installed (bringing the clay court total to 17). We need more resources for the project, and a team was formed which conferred with Mayor Robinson, who is working to pull together the funding ahead of council consideration. An easel with the plans and timeline will be placed at the front of Roger Scott for public view. We're expecting renderings soon from Mott MacDonald and will share those.
- Further discussion with the public: The walking paths will be resurfaced in phases so that we can keep 12 courts open at one time. Director Cooper also noted that the Gulf Coast Tennis Group pays the City annually to operate the tennis programs at Roger Scott: they cover our costs, so the City doesn't make money off the programming there. The City breaks even; all profits go to the Group. Pickle ball courts already exist in the city and are popular (Armstrong Park, Vickrey Center, Hollice T. Williams, Malcolm Young). Also, membership fees are set by annually by City Council as part of the budget process.
- Discussion among board members: clay courts are cheaper to build and install than hard courts; it's the ongoing maintenance costs that require higher fees from players (extra clay, daily maintenance, sweeping, etc.). We discussed the possible placement of clay courts in other parks

and drainage problems that affect court maintenance. Ms. Figueroa expressed that 12 hard courts will be inadequate for the actual needs of the playing public.

NEW BUSINESS

5. EPH Lions Park

- Jack Robie, the Vice President of the East Pensacola Heights Neighborhood Association addressed the board about a neighborhood proposal to remove and replace the chain link fence at EPH Lions Club Park to enhance neighborhood value and enjoyment. Several visuals were supplied by the City's GIS team to illustrate. The presented plan aligns with the parks-without-borders concept to install a 3' to 4' high post-and-rail fence and access points as depicted in the submitted map. Benches are added in the design. They would retain the chain link fence along Perry near the ballfields to maintain safety.
- Board discussion touched on ADA concerns and installation costs. \$5,000 to remove the chain link fence; split-rail fence replacement of 1500 linear feet would cost \$15,000. Transition points also have to be addressed. Many parks have no fence whatsoever. Increasing the aesthetic value of the park would outweigh other considerations.
- Money hasn't yet been allocated for this project. Chairperson Hicks asked whether EPH has applied for a PNC grant to achieve a quicker replacement of the fence through a two-phase proposal, which the city allows (\$10,000 each of two consecutive years). There's a 2-to-1 match that allows tracked volunteer work to count towards. We can help tackle the paperwork. New PNC grant submissions are welcome. Lawrence Powell, Neighborhoods Administrator, came in and confirmed the possibility. Board member Escobar-Ryan mentioned that adding a bike rack to the park would be great. Board member Borden offered that the fencing could be removed now and funding for its replacement could be found later in the normal process. Director Cooper pointed out that the amenities belong to the City, but the City leases the park from the Lions Club.

6. Parks and Recreation Board Duties

- In the last board meeting per Council direction, we agreed to insert language in redefining the board duties to include that we review, report, and engage. Chairman Hicks presented a draft for revising the code, and placed engagement first. The revision read:

Sec. 6-2-3. — Duties

Members of the Parks and Recreation board shall engage with the citizens of Pensacola and be liaisons to the public, participate in city events, attend neighborhood meetings, and encourage recreational activities across our park system. The parks and recreation board shall review developing plans and advise and make recommendations to the city council with timely reports, and shall advise the mayor on matters concerning the establishment, maintenance, and operation of parks and recreational activities within the city. The board based on informed review shall also provide input to staff, council,

and mayor on master plan updates and improvements, and policy development for the use of recreational facilities.

The board discussed the proposal. Board member Borden asked about the review of budgets, so we agreed to change “review developing plans” to “review developing plans and budgets.” Member Borden motioned the change, Vice Chair Sword seconded, and the change was unanimously approved.

Vice Chair Sword motioned that we advance the revised definition of Duties to the Council for its consideration, Member Escobar-Ryan seconded, and the board voted unanimously in favor, 5-0.

Here is the final approved language:

Sec. 6-2-3. — Duties

Members of the parks and recreation board shall engage with the citizens of Pensacola and be liaisons to the public, participate in city events, attend neighborhood meetings, and encourage recreational activities across our park system. The parks and recreation board shall review developing plans and budgets and advise and make recommendations to the city council with timely reports, and shall advise the mayor on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The board, based on informed review, shall also provide input to staff, council, and mayor on master plan updates and improvements, and policy development for the use of recreational facilities.

OPEN FORUM

- Member Bruni asked that an update be provided on the status at the Veterans Memorial Park.
- Member Borden asked about a budget review, which will be provided in coming months. Per Assistant Thorsen, a budget presentation was to be made at the July Parks and Recreation Board meeting, but due to unforeseen events, the update will be delayed.
- The minutes for May 2021 have been delayed because of a technical issue.
- 311 and other issues were discussed, and board member attendance at neighborhood association meetings. Member Borden expressed interest in attending the EPH meeting.

ADJOURNMENT



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 34-21

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 34-21 - ELIMINATING PERMIT REQUIREMENTS FOR ADULT ENTERTAINMENT ESTABLISHMENT EMPLOYEES.

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 34-21 on first reading.

AN ORDINANCE AMENDING SECTIONS 7-3-23 AND 7-3-119 AND REPEALING SECTION 7-3-45 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ELIMINATING PERMIT REQUIREMENTS FOR ADULT ENTERTAINMENT EMPLOYEES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 1998, the City of Pensacola engaged a consultant and undertook a detailed analysis of the social and economic impact of adult entertainment facilities in the City. Based on the findings and recommendations of the consultant, in early 1999, the City Council adopted comprehensive regulations of the adult entertainment industry which remain in place. One element of the adult entertainment regulations is a provision that requires employees of licensed adult entertainment establishments to undergo background checks and obtain an annual permit from the City to be so employed.

The Mayor recommends repeal of the permit requirement for the following reasons:

- There is no criminal activity that would justify or support any link between criminal activity that occurs, and that same criminal activity being deterred, by a requirement for employees of adult establishment businesses to obtain employee work permits;
- There is not any data that supports the premise and practice of requiring those particular type of employees to provide personal information to law enforcement as part of a city permit process as serving any purpose;

- This is the only permit requirement that the city imposes on entertainment venue occupations;
- Adult entertainment establishments already must have a city-issued license to operate; and
- The personal information required of applicants/employees for this permit constitutes public record information which is not exempt under Florida law and unnecessarily provides their personal information that has been collected by the City to be released to anyone who requests it.

License requirements as currently exist for adult entertainment businesses in the city ordinances remain unchanged.

PRIOR ACTION:

January 14, 1999 - City Council adopted Ordinance No. 4-99 creating Chapter 7-3 of the Code, regulating the adult entertainment industry within the City limits.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/29/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development

ATTACHMENTS:

- 1) Proposed Ordinance No. 34-21

PRESENTATION: No

PROPOSED
ORDINANCE NO. 34-21

ORDINANCE NO. 34-21

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTIONS 7-3-23 AND 7-3-119 AND REPEALING SECTION 7-3-45 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ELIMINATING PERMIT REQUIREMENTS FOR ADULT ENTERTAINMENT EMPLOYEES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 7-3-23 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 7-3-23 - General appeals.

Appeals alleging error in the denial, suspension or revocation of a license or permit under this chapter shall be by petition for a formal hearing before the city council. A notice of intent to appeal shall be filed with the city clerk within 15 days after the mailing of a notice of denial, suspension or revocation of a license or permit. Thereafter, and upon payment of a fee of \$100.00 to cover administrative costs, a hearing will be scheduled within 45 days. The clerk shall give the petitioning party at least ten days' written notice of the time and place for the hearing.

SECTION 2. Section 7-3-45 of the Code of the City of Pensacola, Florida, is hereby repealed.

~~Sec. 7-3-45. -- Permits for employees in licensed premises.~~

- ~~(a) Adult entertainment permit required. Unless specifically excluded below, it shall be unlawful for any person to obtain employment as an employee in an establishment licensed under this chapter, for any form of consideration, unless and until such person shall have first obtained an adult entertainment permit or temporary permit from the mayor. All references to the mayor in this chapter shall also refer to his or her designee. This section shall not apply to employees engaged exclusively in performing janitorial, maintenance or other services, not including bartending, table service or entertaining.~~
- ~~(b) Qualifications. Employees of a licensee on a licensed premises shall not be less than 18 years of age.~~

~~(c) Application for an issuance of adult entertainment permit.~~

- ~~(1) Permission is hereby granted for an employee working at an establishment legally in operation under this chapter on the date of adoption of this chapter to continue working until an application for a permit under this chapter is filed with the mayor, not later than 45 days for adult bookstores, leisure spa establishments, adult motion picture theaters, and 75 days for adult dancing establishments, from the date of adoption of this chapter, and for a period, after filing of an application, not to exceed 21 days.~~
 - ~~(2) All present and prospective employees employed on the premises of an adult entertainment establishment shall file an application for an adult entertainment permit with the mayor.~~
 - ~~(3) All applications shall be accompanied by a nonrefundable payment of a \$30.00 fee.~~
 - ~~(4) At the time an applicant applies for a permit and completes all requirements for the issuance of a permit, he or she shall be issued a temporary permit valid for 21 days. No later than 21 days from the filing of an application, the mayor shall issue a permit.~~
 - ~~(5) It shall be the duty of the mayor to issue the applicant a written permit which shall be signed by the mayor, and shall bear the name, all aliases, age, signature and photograph of the applicant. The mayor shall procure the fingerprints and a photograph of the applicant, the applicant's address, sex, and the names of all entertainment establishments where the applicant is to work or perform and shall keep the same on file. The fingerprints, names of establishments and photograph of the applicant shall be furnished by the applicant at the time of the filing of his or her application. Upon delivery of the permit to the applicant, the applicant may begin working on the licensed premises as a permanent employee. There shall be submitted with each application for a permit, proof of the applicant's age. Such proof may be provided by production of the applicant's driver's license, passport, or a certified copy of his or her birth certificate.~~
 - ~~(6) No permit shall be issued when its issuance would violate a statute, ordinance, law or when an order from a court of law prohibits the applicant from obtaining an adult entertainment permit in the city.~~
- ~~(d) Revocation. Should a permit be issued as a result of false information, misrepresentation of fact or mistake of fact, it shall be revoked.~~

- ~~(e) Expiration and renewal. A permit under this chapter shall expire one year from the date of issuance. A permittee under this chapter shall be entitled to a renewal of his or her permit as a matter of course, except when said permit has been suspended or revoked, upon presentation of his or her previous permit or presentation of an affidavit as to its destruction to the police chief and payment of a \$30.00 fee.~~
- ~~(f) Possession of permit required. It shall be unlawful for an employee, as defined in this chapter, to work or perform in an adult entertainment establishment without being in possession of a valid adult entertainment permit.~~
- ~~(g) Violations. Any person who violates the provisions of this section, or otherwise fails to secure a permit as required by this section, shall be prosecuted and punished in accordance with section 1-1-8.~~
- ~~(h) Suspension of permit.
 - ~~(1) Conviction for violation of article VIII of this chapter. In the event a permittee commits one or more violations of article VIII of this chapter, and a conviction results from at least one of the violations, the mayor shall, upon the date of the conviction, suspend the permit, and notify the permittee of the suspension. The suspension shall remain in effect for a period of 90 days.~~
 - ~~(2) Effective date of suspension. The period of the suspension shall begin 15 days after the date the mayor mails or delivers the notice of suspension to the permittee or on the date the permittee surrenders his or her permit to the mayor, whichever happens first.~~~~
- ~~(i) Appeal. If an application for a permit is denied or if a permit is suspended or revoked, the applicant or permittee may, within 15 days after the mailing of a notice of denial or suspension or revocation, appeal to the city council. If the applicant or permittee does not appeal the denial, suspension or revocation of a permit, the applicant or permittee shall be deemed to have failed to have exhausted his or her administrative remedies.~~
- ~~(j) Replacement of lost permits. Replacements for lost permits shall be obtained by completing an application as required in this section. All applications for replacement permits shall be accompanied by a \$10.00 fee.~~
- ~~(k) Change of address, name or place of employment. Whenever any person, after applying for or receiving an adult entertainment permit, shall move from the residential address named in such application, or in the permit issued to him, such person shall, within 30 days, submit written notice to the mayor of such change and shall make a payment to the city in the amount of \$3.00 for~~

~~change of address fee. In no event shall this eliminate or modify the requirements of this section as to change of business location.~~

SECTION 3. Section 7-3-119 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 7-3-119 - Prohibited conduct within adult entertainment establishments.

- (a) It shall be unlawful for any person to be an owner, operator or manager of an adult entertainment establishment where the person knows or should know:
 - (1) That the establishment does not have the appropriate classification of adult entertainment license for the classification of entertainment offered within the establishment;
 - (2) That the establishment has a license which is under suspension;
 - (3) That the establishment has a license which has been revoked or canceled; or
 - (4) That the establishment has a license which is expired.
- (b) It shall be unlawful for any person to be an owner, operator or manager of:
 - (1) An adult entertainment establishment which does not satisfy the requirements set forth herein.
 - (2) An adult entertainment motion picture theater which does not satisfy all the special requirements set forth herein.
 - (3) An adult dancing establishment which does not satisfy all of the special requirements set forth herein.
 - (4) An adult entertainment bookstore which does not satisfy all the special requirements set forth herein.
 - (5) An adult leisure spa establishment which does not satisfy all the special requirements set forth herein.
- (c) It shall be unlawful for an owner or operator of an adult entertainment establishment, regardless of whether it is licensed under this chapter, to knowingly, or with reason to know, permit, suffer, or allow an employee:
 - (1) To engage in a straddle dance with a person at the establishment;

- (2) To contract or otherwise agree with a person to engage in a straddle dance with a person at the establishment;
 - (3) To engage in any specified sexual activity at the establishment;
 - (4) To, where alcoholic beverages are sold, offered for sale, dispensed, or consumed, display or expose at the establishment less than completely and opaquely covered specified anatomical areas;
 - (5) To display or expose at the establishment less than completely and opaquely covered specified anatomical areas, unless such employee is continuously away from any person other than another employee, and unless such employee is in an area as described in section 7-3-36(6)c;
 - (6) To display or expose any specified anatomical area while simulating any specified sexual activity with any other person at the establishment, including with another employee;
 - (7) To engage in a private performance;
 - (8) To, while engaged in the display or exposure of any specified anatomical area, intentionally touch any person at the adult entertainment establishment, excluding another employee; or
 - (9) To intentionally touch the clothed or unclothed body of any person at the adult entertainment establishment, excluding another employee, at any point below the waist and above the knee of the person, or to intentionally touch the clothed or unclothed breasts of any female person; ~~or~~
 - ~~(10) To work, if the employee has not applied for and obtained a temporary or permanent permit under this chapter.~~
- (d) Advertising prohibited activity. It shall be unlawful for an owner or operator of an adult entertainment establishment, regardless of whether it is licensed under this chapter, to advertise the presentation of any activity prohibited by any applicable state statute or local ordinance.
- (e) Minors prohibited. Except as provided in section 7-3-60, it shall be unlawful for an owner or operator of an adult entertainment establishment, regardless of whether it is licensed under this chapter, to knowingly, or with reason to know, permit, suffer, or allow:
- (1) Admittance to the establishment of a person under 18 years of age;
 - (2) A person under 18 years of age to remain at the establishment;

- (3) A person under 18 years of age to purchase goods or services at the establishment; or
- (4) A person to work at the establishment as an employee who is under 18 years of age.
- (f) Working at establishment which does not have valid adult entertainment license. It shall be unlawful for any person to work in an adult entertainment establishment that he or she knows or should know is not licensed under this chapter, or which has a license which is under suspension, has been revoked or canceled, or has expired. ~~regardless of whether he or she has applied for and obtained a temporary or permanent adult entertainment permit under this chapter.~~

~~(g) Working without permit prohibited.~~

- ~~(1) Subject to the limitations provided for herein, it shall be unlawful for any person to work in an adult entertainment establishment, regardless of whether it is licensed under this chapter, if the person has not applied for and obtained a temporary or permanent adult entertainment permit under this chapter.~~
- ~~(2) Subject to the limitations provided for herein, it shall be unlawful for any person working in an adult entertainment establishment, regardless of whether it is licensed under this chapter, to fail to produce a valid temporary or permanent permit within 72 hours upon demand for inspection by any law enforcement officer. For the purposes of this provision, such a temporary or permanent permit is only valid if the person has applied for and obtained such permit prior to the demand.~~

~~(h)~~(g) Engaging in prohibited activity. It shall be unlawful for any employee of any adult entertainment establishment, regardless of whether it is licensed under this chapter:

- (1) To engage in a straddle dance with a person at the establishment;
- (2) To contract or otherwise agree with a person to engage in a straddle dance with a person at the establishment;
- (3) To engage in any specified sexual activity at the establishment;
- (4) To, where the employee knows or should know that alcoholic beverages are sold, offered for sale, or consumed, display or expose at the establishment less than completely and opaquely covered specified anatomical areas or human male genitals in a discernibly turgid state, even if completely and opaquely covered;

- (5) To display or expose at the establishment less than completely and opaquely covered specified anatomical areas, or human male genitals in a discernibly turgid state, even if completely and opaquely covered, unless such employee is continuously positioned away from any person other than another employee, and unless such employee is in an area as described in section 7-3-36(6)c;
- (6) To engage in the display or exposure of any less than completely and opaquely covered specified anatomical areas while simulating any specified sexual activity with any other person at the establishment, including with another employee;
- (7) To engage in a private performance;
- (8) To, while engaging in the display or exposure of any specified anatomical area, intentionally touch any person at the adult entertainment establishment, excluding another employee;
- (9) To touch the clothed or unclothed body of any person at the adult entertainment establishment, excluding another employee, at any point below the waist and above the knee of the person; or
- (10) To touch the clothed or unclothed breast of any female person.

~~(j)~~(h) Touching of employee by person.

- (1) It shall be unlawful for any person in an adult entertainment establishment, other than another employee, to intentionally touch an employee who is displaying or exposing any specified anatomical area at the adult entertainment establishment.
- (2) It shall be unlawful for any person in an adult entertainment establishment, other than another employee, to touch the clothed or unclothed body of any employee at any point below the waist and above the knee of the employee.
- (3) It shall be unlawful for any person in an adult entertainment establishment to intentionally touch the clothed or unclothed breast of any employee.

~~(j)~~(i) Exceeding occupancy limit of adult booth. It shall be unlawful for any person to occupy an adult booth in which booth is already occupied by one person in violation of section 7-3-74 or for a greater number of persons to occupy an adult booth than are allowed in violation of section 7-3-89.

~~(k)~~(j) Use of restroom or dressing rooms. Notwithstanding any provision indicating to the contrary, it shall not be unlawful for any employee of an adult entertainment establishment, regardless of whether it is licensed under this chapter, to expose any less than completely and opaquely covered specified anatomical area during the employee's bona fide use of a restroom, or during the employee's bona fide use of a dressing room which is accessible only to employees.

~~(l)~~(k) Hours of operation.

(1) It shall be unlawful for any operator of an adult entertainment establishment, other than a leisure spa establishment, to allow such establishment to remain open for business, or to permit any employee to engage in a performance, solicit a performance, make a sale, solicit a sale, provide a service, or solicit a service, between the hours of 3:00 a.m. and 11:00 a.m. of any particular day.

(2) It shall be unlawful for any employee of an adult entertainment establishment, other than a leisure spa establishment, to engage in a performance, solicit a performance, make a sale, solicit a sale, provide a service, or solicit a service, between the hours of 3:00 a.m. and 11:00 a.m. of any particular day.

~~(m)~~(l) Alteration of license or permit. ~~(1) It shall be unlawful for any person to alter or otherwise change the contents of an adult entertainment license without the written permission of the city.~~

~~(2) It shall be unlawful for any person to alter or otherwise change the contents of an adult entertainment permit without the written permission of the city.~~

~~(n)~~(m) Violation subject to criminal prosecution. Whoever violates any section of this article may be prosecuted and punished as provided in section 1-1-8.

SECTION 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____

President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 31-21

City Council

8/12/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 31-21 - REQUEST FOR VOLUNTARY ANNEXATION - AMR PENSACOLA, INC.

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 31-21 on second reading.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

AMR at Pensacola, Inc. officially requested Annexation into the City of Pensacola on June 1, 2021. The requested parcel is located on the southeast corner of the intersection of West Blount Street with North Pace Boulevard which is in an unincorporated portion of Escambia County. The proposed area for annexation is on the west border of the City and is referred to as "AMR Annexation Area."

The AMR Annexation Area is contiguous to the City and encompasses approximately forty-four-hundredths (0.44) acres. When added to the City's current area of 16,110 acres, the new proposed City area would be 16,110.44 acres.

Approval of the annexation request will necessitate a subsequent amendment to the City's Zoning and Future Land Use Maps to include the subject properties. The City is reviewing the adjacent zoning districts and the proposed use a tiny home village to provide an appropriate recommendation when the zoning district is established.

Florida Statute 171.044 provides that:

Voluntary annexation

- (1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.
- (2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

July 15, 2021 - The City Council voted to approve annexation and Proposed Ordinance No. 31-21 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

CITY ATTORNEY REVIEW: Yes

7/1/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Sherry H. Morris, Planning Services Director
David Forte, Interim Director, Public Works & Facilities

ATTACHMENTS:

- 1) Proposed Ordinance No. 31-21
- 2) Exhibit A - Map of Annexation Area

PRESENTATION: No

PROPOSED
ORDINANCE NO. 31-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city council has found that the property described below is contiguous to the city and reasonably compact in nature and meets the requirements of F.S. sections 171.043 and 171.044; and

WHEREAS, the city council has determined that the area described below does not have any registered voters and that the owners of more than 50 percent of the parcels of land in such area consent to such area being annexed into the city as provided by F.S. section 171.0413(6); and

WHEREAS, the city council has caused to be prepared a report setting forth the plans to provide urban services to the area described below, which report is in conformance with the requirements of F.S. section 171.042, and said report has been distributed in accordance with said act;

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

SECTION 1. That the city hereby finds and declares that all requirements of law provided by F.S. chapter 171 have been met, for the purpose of integrating and annexing said area into the City of Pensacola, the hereafter described area, and that the City of Pensacola does hereby accept into the city the following described properties which are being integrated and annexed by the city and make a part and portion of the city, lying within and hereby incorporated into the City of Pensacola, to-wit:

BEGIN AT THE NORTHEAST CORNER OF LOT 9 BLOCK 20 KUPFRIAN PARK SUBDIVISION AS RECORDED IN DEED BOOK 62 AT PAGE 245 OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA; THENCE GO NORTH 85 DEGREES 35 MINUTES 11 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY (55' R/W) OF BLOUNT STREET A DISTANCE OF 135.00 FEET TO THE EASTERLY RIGHT OF WAY OF PACE BOULEVARD (80' RIGHT OF WAY); THENCE GO SOUTH 04 DEGREES 13 MINUTES 14 SECONDS WEST

ALONG THE SAID PACE BOULEVARD RIGHT OF WAY A DISTANCE OF 140.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF A 20 FOOT ALLEY; THENCE GO SOUTH 85 DEGREES 35 MINUTES 11 SECONDS EAST ALONG SAID NORTHERLY LINE OF SAID 20 FOOT ALLEY A DISTANCE OF 135.00 FEET; THENCE GO NORTH 04 DEGREES 13 MINUTES 14 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 9 A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.43 ACRES

A map depicting the area to be annexed is attached hereto as Exhibit A.

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

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

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

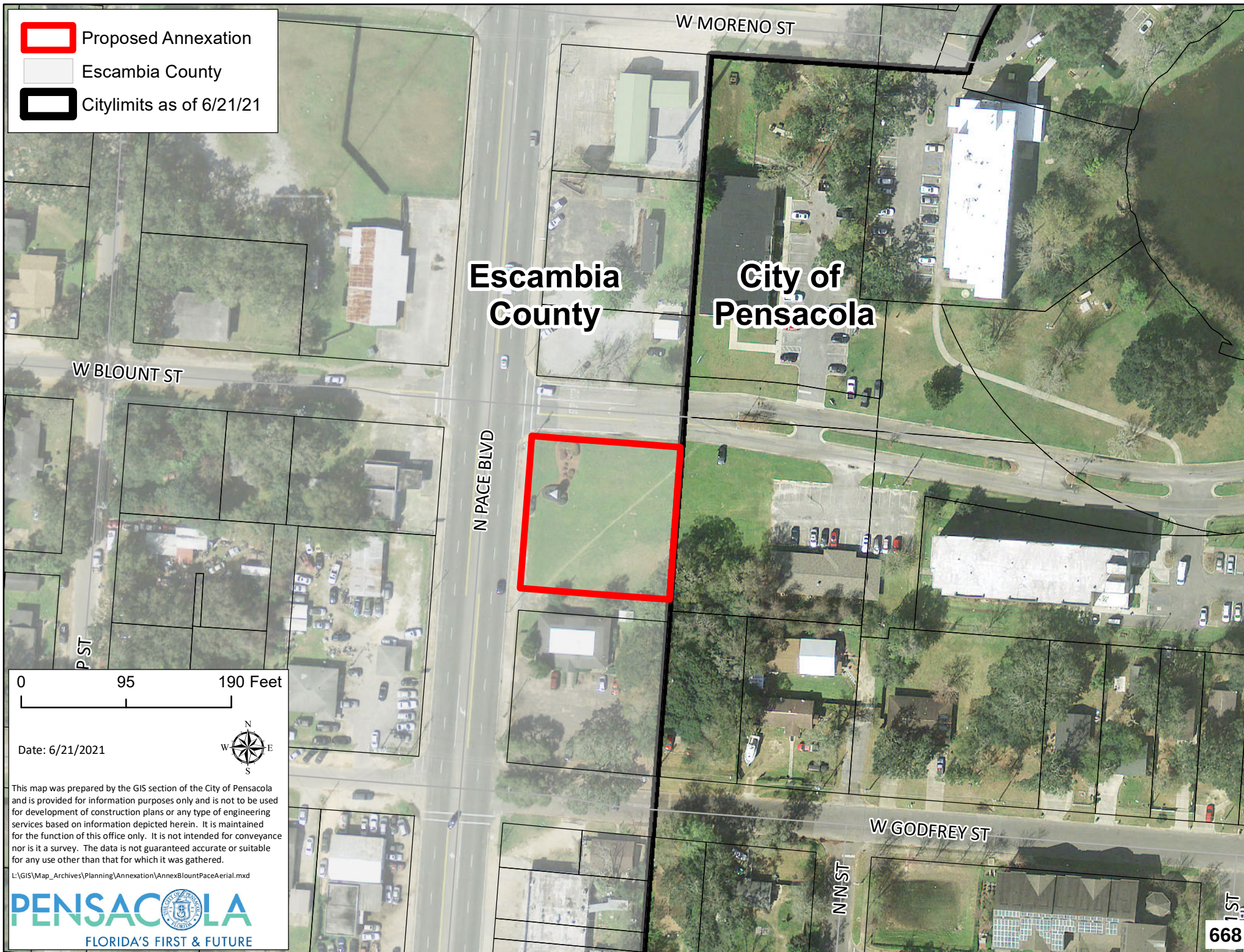
Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

-  Proposed Annexation
-  Escambia County
-  Citylimits as of 6/21/21



0 95 190 Feet

Date: 6/21/2021



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

L:\GIS\Map_Archives\Planning\Annexation\AnnexBlountPaceAerial.mxd



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00594

City Council

8/12/2021

DISCUSSION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

TURNING CITY OWNED STORMWATER PONDS INTO GREEN SPACES AND/OR MAKING THEM AESTHETICALLY PLEASING SO AS NOT TO HAVE A NEGATIVE IMPACT ON BUSINESSES AND NEIGHBORHOODS.

SUMMARY:

The City has many city owned and maintained stormwater ponds. This item seeks to discuss the possibility of turning these ponds into green spaces or in the alternative, making them aesthetically pleasing so they do not have a negative impact on the businesses and neighborhoods around them.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

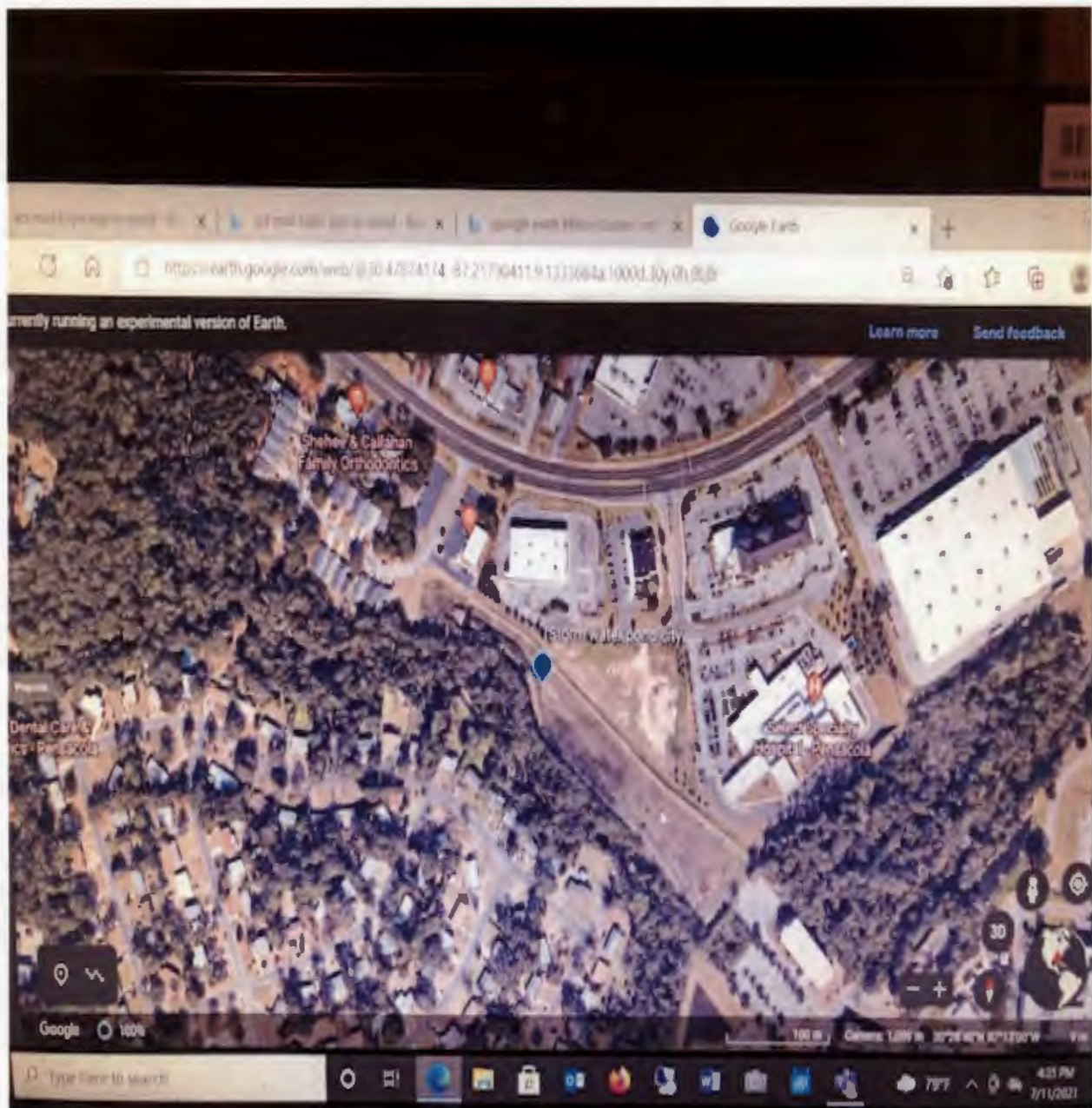
PRESENTATION: No

Airport pond behind Hilton Garden Inn-Submitted by Council Member Myers





Airport Stormwater-Submitted by Council Member Myers



Market Place Pond-Submitted by Council Member Myers







THE COMMUNITY BUILDER

Wet Retention Ponds vs. Dry Detention Ponds

You might be asking yourself why this is even important to you. Well, enough board members asked after we ran our article in February to cause me to do a little more research on the subject. As it turns out, it is very important and there are considerable differences.

Wet Retention Ponds

A retention pond is a pond designed to hold a specific amount of water indefinitely. Usually the pond is designed to have drainage leading to another location when the water level gets above the pond capacity, but still maintains a certain capacity. Retention ponds capture the diverted storm water runoff from streets and gutters and other impervious surfaces, such as roofs, parking lots and sidewalks. Retention ponds provides two primary services. First, they retain runoff before releasing it into streams or other bodies of water. They release the water at flow rates and frequencies similar to those that existed under natural conditions (prior to land clearing and development). The flood volume held in a retaining pond reduces the impact on downstream storm water systems. The second benefit of retaining ponds is they provide pollutant removal through settling and biological uptake. (Biological uptake is the transfer of substances from the environment to plants, animals and humans.) Ponds remove 30-80% of certain pollutants from water before it enters other bodies of water or water sheds. (Water shed: an area of land that drains downslope to the lowest point. The water moves through a network of drainage pathways, both underground and on the surface - most commonly associated with lakes, riverfronts and streams.) Common pollutants reduced are sediments, bacteria, greases, oils, metals, total suspended solids, phosphorous, nitrogen and trash. Ponds are one of the most effective tools at providing channel protection and pollutant removal in urban streams. Essentially, retention ponds provide water quality and quantity control.

THE COMMUNITY BUILDER

Aquatic vegetation is often associated with wet ponds. Vegetation such as grasses and plants are able to establish themselves in the wet ponds thus providing extra pollution removal. The aquatic plants serve as an extra filter in the pond. They assimilate dissolved pollutants and by "biological uptake", transform pollutants into less toxic materials. Microorganisms often establish themselves in wet ponds and aid in the breakdown of pollutants.

Dry Detention Ponds

Dry ponds, also called "detention ponds" are storm water basins that are designed to intercept a volume of storm water runoff and temporarily impound the water for gradual release to the receiving stream or storm water sewer system. (Dry ponds are typically on-line, end-of-pipe BMP's (Best Management Practices)). Dry ponds are designed to completely empty out between runoff events and therefore provide mainly runoff rate control as opposed to water quality control. Dry ponds can provide limited settling of particulate matter, but a large portion of this material can be resuspended by subsequent runoff events. Therefore, dry ponds should be viewed as a way to reduce the peak discharge of storm water into receiving streams or storm water sewers to limit downstream flooding.

Most dry detention ponds are designed to empty in a time period of less than 24 hours, resulting in lower contaminant removal (the inter-event settling time does not exist) than wet ponds. If water quality treatment is the intended goal of the pond, a wet or extended storage pond design should be considered.

Traditional dry ponds have rarely been considered acceptable ponds from a water-quality perspective. The potential for scour (the removal of soil and bank material from rushing water) and small detention times almost always eliminates these ponds from consideration as a water quality BMP. Dry ponds are generally longer than they are wide. The grading in a dry pond is less critical than a wet pond since there is no permanent pool. The side slopes are generally an average of 3:1 or flatter. Flatter slopes help prevent erosion of the banks during larger storm events and make routine maintenance of the slopes (mowing) easier. They

THE COMMUNITY BUILDER

also provide for better public safety and allow easier access.

Dry ponds are normally the least affected by winter/spring conditions because there is no permanent pool and the pond's function is not dependent on infiltration.

Maintenance is required for the proper operation of dry ponds. Plans for dry ponds should identify owners or parties responsible for maintenance and an inspection and maintenance schedule for extended storage ponds. Once constructed, the dry pond should be inspected after several storm events to confirm drainage system functions, bank stability and vegetation growth. The outlet structure should be inspected for evidence of clogging or outflow release velocities that are greater than design flow. At least twice during the growing season, accumulated trash and debris should be removed from the side slopes, embankment and spillway. All dry pond outlet devices should be protected from clogging. Sediment should be removed from the pond as necessary and at least once every 5 to 25 years (usually sooner rather than later).

The frequency of sediment removal depends on the years of sediment accumulation that were incorporated into the design. Because these types of ponds do not have as much sediment storage volume as a typical wet pond, they need to be maintained more regularly.

Residential areas also pose an added threat to the storm water systems with such common activities as fertilizing and watering lawns, washing cars and painting houses. The simple act of water runoff from fertilization will increase the buildup of nutrients in a wet pond. A shallow basin and warm weather can create an algae bloom that will cause the pond to attain a green scum or large clumps of algae floating on the surface. This bloom can remove the oxygen from the water and kill off any fish or other aquatic inhabitants that are present, creating an unsightly and smelly mess.

THE COMMUNITY BUILDER

Grass clippings blown into the pond from mowers facing the wrong way can also create issues. Grass clippings being washed into the storm sewers contribute to problems with sediment and clogging of the pipes. Not only is it unsightly, but the decomposition of the material adds nutrients that can cause other problems.

Retention ponds are beneficial for providing storm water abatement and the removal of pollutants from storm water, whether dry or wet. Many states such as California, Nevada, Idaho, North Carolina and Florida realize the potential benefits of retention ponds. For example, the state of Florida began requiring storm water treatment in new developments in the 1980's. New developments are required to reduce pollution associated with storm water runoff. Thousands of ponds have been designed and built to help meet this need.

Retention ponds are ideal partners for residential areas within proximity to any river, stream or watershed since the pollutant most successfully removed from the storm water is sediment.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00595

City Council

8/12/2021

DISCUSSION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

MAINTENANCE OF THE COMMUNITY MARITIME PARK

SUMMARY:

This item seeks to discuss the maintenance of the Community Maritime Park, to include income and expenses, the irrigation system operation and expense, children's playground repairs and drainage/erosion issues.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) 2019 Breakdown - Stadium vs Other 19 and 20

PRESENTATION: No

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
SCHEDULE OF REVENUES AND EXPENDITURES
For the Fiscal Years Ended September 30, 2019 and 2020
(Unaudited)

NFPB STADIUM REVENUES			STADIUM EXPENDITURES		
	2019	2020		2019	2020
Concessions	\$ 27,454.16	16,499.35	Insurance	\$ 78,835.58	64,027.08
Use Fee	175,000.00	175,000.00	Property Tax	102,738.14	104,125.17
Attendance Surcharge	262,803.50	125,000.00	Stormwater Fee	1,048.58	1,047.68
Naming Rights	112,500.00	112,500.00	Game Day Security	38,944.80	-
Office Rent	9,000.00	9,000.00	Repairs	26,339.18	14,437.66
Subtotal	586,757.66	437,999.35	Alarm Monitoring	360.00	14,358.30
			Utilities	247,213.50	194,052.12
			Subtotal	495,479.78	392,048.02
R&R			R&R		
	106,973.50		Stadium Netting	-	201,947.99
	14,265.99		Speaker System Repairs	6,352.25	46.70
			Elevator Repairs	(357.54)	18,559.25
			Irrigation Pump	-	27,180.00
			Interior Stadium Painting	15,117.00	-
	121,239.49	-	Subtotal	21,111.71	247,733.94
Sub-Total Stadium	707,997.15	437,999.35	Sub-Total Stadium	516,591.49	639,781.96
NON-NFPB STADIUM REVENUES			NON-STADIUM EXPENDITURES		
Parking	129,041.70	-	Insurance *	31,900.76	36,015.24
Rentals	34,420.00	6,700.00	Stormwater Fee	1,783.00	1,783.90
Kiosk Sales	3,733.00	(300.00)	Amphitheatre	2,821.37	3,716.81
UWF	25,000.00	16,666.68	Parks & Plaza Maintenance and Utilities	206,155.37	185,287.22
Leases	146,467.20	153,484.32	Bulkhead	4,970.00	-
CAM Fees	14,341.92	15,067.80	Events	75,962.47	19,804.30
Miscellaneous	619.32	162.83	Parking	25,590.80	2,295.62
Interest	18,160.70	16,585.69	Private Parcel (professional Svs)	11,706.88	4,457.00
Donations	18,300.00	3,500.00	Marina	6,000.00	-
Subtotal	390,083.84	211,867.32	Scoreboard repayment	20,000.00	20,000.00
			Park Repairs	2,069.46	-
			Subtotal	388,960.11	273,360.08
R&R			R&R		
	7,974.00	(1,992.00)	Amphitheatre Repairs	3,353.90	-
	7,974.00	(1,992.00)	Subtotal	3,353.90	-
Sub-Total Non-Stadium	398,057.84	209,875.32	Sub-Total Non-Stadium	392,314.01	273,360.08
TOTAL CMP REVENUE \$	1,106,054.99	647,874.67	TOTAL CMP EXPENDITURES \$	908,905.50	913,142.04



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00650

City Council

8/12/2021

DISCUSSION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - REQUESTED BY LAMAR ADVERTISING

RECOMMENDATION:

That City Council discuss a proposed amendment to the Land Development Code requested by Lamar Advertising

HEARING REQUIRED: No Hearing Required

SUMMARY:

Lamar Advertising has requested that the City of Pensacola consider amending the Land Development Code to allow for a "City Message Center" sign to be located on the north side of the intersection Garden Street and Palafox Street, in the center median area. The Land Development Code currently prohibits permanent off-premise signs (billboards), as well as internally illuminated signage, at this location, as it is within the C-2A - Palafox Historic Business District,

Should City Council wish to consider the proposed amendment, the City's Planning Board would be required to review the request and make a recommendation. Additionally, due to the proposed location, and as the proposed language removes the Architectural Review Board (ARB) from the normal review process for sign permit approvals in this district, it is recommended that the ARB be asked to provide input for consideration by the Planning Board and City Council.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/27/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

ATTACHMENTS:

- 1) City Message Center - Ordinance Draft 5.17.21

PRESENTATION: No

City of Pensacola
New Ordinance proposal for the “City Message Center” at Palafox and Garden St

1. Definition:
 - a. The City Message Center is a digital display that is located on city-owned property or city-approved parcel(s).
 - b. Has (at least) two of the spots reserved for the exclusive use of the City for the promotion of City programs, civic elections, city-centered public service announcements, public works updates, public health initiatives, or local events that are sponsored by the city.
 - c. Financial compensation in the form of annual payments will be provided to the city by the Outdoor Advertising Company that manages the display on behalf of the City.
2. Location:
 - a. The Message Center will be located on the north side of the intersection of Garden Street and Palafox Street, centrally installed over the median walkway in the park of Palafox Street.
3. Display Images and Frequency:
 - a. No movement or flashing elements will be allowed per FDOT rules and regulations.
 - b. All “spots” will have a minimum dwell time of 6 seconds and will not feature any animation, movement, or transition effects of any kind. Static images only.
4. Size and Height:
 - a. The Message Center will be single-sided and no larger than 240 square feet as measured by display size.
 - b. The structure shall be no taller than 22 feet to the top of the structure and have a minimum height above ground level of 10 feet to the bottom of the display.
5. Facade:
 - a. The City Message Center must be consistent and harmonious with the decor and architecture of the surrounding area, as approved by the Mayor.
 - b. A custom and backlit “City of Pensacola” logo will be included, prominently displayed on the display structure.
6. Structure:
 - a. All structural and wind load requirements for an outdoor advertising sign would apply to the City Message Center
7. Cap and Replace Provisions:
 - a. At least three (3) credits for the same size, or larger, outdoor advertising display(s), within the City limits, must be surrendered for the ability to build and operate the Message Center on behalf of the City. Alternatively, outdoor advertising signage within the City limits, meeting the equivalent of three (3) times the display’s square footage, would be required to be dismantled and permits surrendered.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00667

City Council

8/12/2021

DISCUSSION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PALAFX PIER BREAKWATER

RECOMMENDATION:

That City Council conduct a discussion on the Palafox Pier Breakwater.

HEARING REQUIRED: No Hearing Required

SUMMARY:

A discussion regarding mitigation is being requested to be held prior to the rebuild of the Palafox Pier Breakwater due to the significant damages incurred during Hurricane Sally.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

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

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development

ATTACHMENTS:

None

PRESENTATION: No