

City of Pensacola
Agenda Conference
Agenda - Final

Monday, September 10, 2018, 3:30 PM

**Hagler-Mason Conference Room,
2nd Floor**

ROLL CALL

PRESENTATION ITEMS

1. [18-00340](#) PRESENTATION FROM DAVE PENZONE REGARDING THE MRO AVIATION CAMPUS AT PENSACOLA INTERNATIONAL AIRPORT
Recommendation: That City Council permit a presentation regarding the MRO Aviation Campus at Pensacola International Airport.
Sponsors: Gerald Wingate
2. [18-00336](#) PRESENTATION FROM OPENING DOORS NWFL (FORMERLY THE ESCAROSA COALITION ON THE HOMELESS)
Recommendation: That City Council permit a presentation from Opening Doors at the September 13, 2018 City Council Meeting.
Sponsors: Gerald Wingate
3. [18-00339](#) PRESENTATION FROM FLORIDA WEST ECONOMIC DEVELOPMENT ALLIANCE
Recommendation: That City Council permit a presentation by Florida West Economic Development Alliance at the September 13, 2018 City Council Meeting.
Sponsors: Gerald Wingate
4. [18-00338](#) PRESENTATION REGARDING A MONUMENT TO WOMEN VETERANS
Recommendation: That City Council permit a presentation to be given regarding a Monument to Women Veterans at the September 13, 2018 City Council meeting.
Sponsors: Sherri Myers

REVIEW OF CONSENT AGENDA ITEMS

5. [18-00321](#) AWARD OF BID #18-027, PENSACOLA INTERNATIONAL AIRPORT - DOLLAR RENT A CAR PARKING LOT REHABILITATION PROJECT PHASE 2

Recommendation: That City Council award Bid #18-027, Pensacola International Airport - Dollar Rent A Car Parking Lot Rehabilitation Project Phase 2 to J. Miller Construction, Inc., the lowest and most responsive bidder in the amount of \$190,592.60 for parking lot repairs as outlined in the bid specifications plus a 10% contingency of \$19,059.26 for a total amount of \$209,651.86. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

Sponsors: Ashton J. Hayward, III

Attachments: [Bid #18-027 Tabulation](#)
 [Final Vendor Reference List](#)

6. [18-00330](#) FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT - CORPORATE APRON REHABILITATION AND ACQUISITION OF REPLACEMENT INTERACTIVE EMPLOYEE TRAINING SYSTEM

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the Federal Aviation Administration Airport Improvement Program (AIP) Grant 3-12-0063-042-2018 in the amount of \$1,880,142 for the rehabilitation of the corporate general aviation apron at the Pensacola International Airport, and the acquisition of a replacement interactive employee training system at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant.

Sponsors: Ashton J. Hayward, III

Attachments: [Grant Agreement No. 3-12-0063-042-2018](#)

7. [18-00333](#) AWARD OF BID #18-023, PENSACOLA INTERNATIONAL AIRPORT - CORPORATE APRON REHABILITATION

Recommendation: That City Council award Bid #18-023, Pensacola International Airport - Corporate Apron Rehabilitation to Panhandle Grading & Paving, Inc., the lowest and most responsive bidder in the amount of \$2,020,046.75, which includes the base bid and bid alternate number 1, for the rehabilitation of the corporate general aviation apron as outlined in the bid specifications plus a 10% contingency of \$202,004.68 for a total amount of \$2,222,051.43. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

Sponsors: Ashton J. Hayward, III

Attachments: [Bid #18-023 Tabulation](#)
 [Final Vendor Reference List](#)

8. [18-00322](#) PENSACOLA ENERGY - AWARD OF TASK ORDER 1, DEEP TYPE IMPRESSED CURRENT CATHODIC PROTECTION SYSTEM

Recommendation: That City Council award Task Order 1, Deep Type Impressed Current Cathodic Protection System (ICCP) located in the Hillview Road area for cathodic protection system improvements on Invitation-to-Bid (ITB) 17-034 - Natural Gas Pipeline Cathodic Protection System Survey and Repair Recommendations, to Bass Engineering Company for \$41,230. Further, that Council authorize Mayor Hayward to execute the task order and take all actions necessary to complete the work.

Sponsors: Ashton J. Hayward, III

Attachments: [Bass Engineering Task Order 1](#)

9. [18-00331](#) APPOINTMENTS - AFFORDABLE HOUSING ADVISORY COMMITTEE

Recommendation: That City Council approve the following eight (8) Escambia County appointees as members to the Affordable Housing Advisory Committee for a term of three (3) years, expiring September 30, 2021:

George E. Brown, Jr

Frances S. Cutshaw

Timothy H. Evans

Laura Gilmore

Heidi Palmquist

John G. Ralls

Kris Waters

Renee' Wilhoit

Sponsors: Ashton J. Hayward, III

Attachments: [Affordable Housing Advisory Committee Application George Ed Brown, Jr.](#)
[Affordable Housing Advisory Committee Application Frances S. Cutshaw](#)
[Affordable Housing Advisory Committee Application Timothy H. Evans](#)
[Affordable Housing Advisory Committee Application Laura Gilmore](#)
[Affordable Housing Advisory Committee Application Heidi Palmquist](#)
[Affordable Housing Advisory Committee Application John G. Ralls](#)
[Affordable Housing Advisory Committee Application Kris Waters](#)
[Affordable Housing Advisory Committee Application Renee' Wilhoit](#)

10. [18-00354](#) APPOINTMENTS - ARCHITECTURAL REVIEW BOARD

Recommendation: That City Council appoint two (2) representatives from the University of West Florida Historic (UWFHT) Trust and one (1) registered architect to the Architectural Review Board for a term of two years, expiring September 30, 2020.

Sponsors: Gerald Wingate

Attachments: [Member List](#)
 [Application of Interest - Carter Quina](#)
 [ARB Cover Letter - Anna Fogarty](#)
 [UWFHT ARB Letter - Anna Fogarty](#)
 [Resume - Anna Fogarty](#)
 [ARB Request - Derek Salter](#)
 [UWFHT ARB Letter - Derek Salter](#)
 [Application of Interest - Derek Salter](#)
 [Ballot - Registered Architect](#)
 [Ballot - Representing the UWF Historic Trust](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)**11. [18-00347](#) REFERRAL TO PLANNING BOARD - PROPOSED AMENDMENT TO SECTION 12-12-4 - OF THE CODE OF THE CITY OF PENSACOLA - VACATION OF STREETS, ALLEYS**

Recommendation: That City Council refer to the Planning Board for review and recommendation a proposed amendment to Section 12-12-4 of the City Code - Vacation of streets, alleys.

Sponsors: Brian Spencer

Attachments: [Proposed Amendment Section 12-12-4](#)

12. [18-00353](#) MORATORIUM ON OPENING BRUCE BEACH FOR PUBLIC ACCESS

Recommendation: That City Council place a moratorium on opening Bruce Beach for public access until a plan has been submitted to the City Council and the Community Redevelopment Agency Board addressing the following:

1. Evaluation of the environmental impact on wildlife habitats
2. Evaluation of environmental impact on vegetation
3. Impact on the displacement of homeless residents and their pets that may be left behind
4. Access for persons with disabilities

Sponsors: Sherri Myers

13. [18-00356](#) ACQUISITION OF PROPERTY LOCATED AT 605 W. INTENDENCIA,
WHICH LIES WITHIN THE FOOTPRINT OF THE CORINNE JONES PARK

Recommendation: That City Council authorize the Mayor to pursue the acquisition of property located at 605 W. Intendencia, which lies within the footprint of the Corinne Jones Park. Further that Council authorize the means necessary to obtain this property up to and including the use of the eminent domain process. Also, that City Council authorize a property appraisal be done on this piece of property.

Sponsors: Jewel Cannada-Wynn

Attachments: [605 W. Intendencia \(1\)](#)
 [605 W. Intendencia \(2\)](#)
 [Eminent Domain Statute](#)
 [Parcel information-605 W Intendencia Street](#)

14. [18-00269](#) ANALYSIS OF GENTRIFICATION DUE TO URBAN REVITALIZATION

Recommendation: That City Council allocate up to \$200,000 or an amount approved by City Council, to hire a consultant to perform an analysis of the impact of urban revitalization in the CRA urban core on the African American population in the city limits and that the consultant provide Council with recommendations to mitigate the dislocation, displacement, economic loss of affordable housing, and community resources in historically African American and low income communities. Further, the City Council direct the Council Executive to partner with the Community Redevelopment Agency staff in developing an RFP for engaging said consultant.

Sponsors: Sherri Myers

Attachments: [Demographic for CRA Urban Core Population for 2000](#)

15. [18-00334](#) AEROSPACE MAINTENANCE REPAIR AND OVERHAUL (MRO)
CAMPUS EXPANSION AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council commit funding in the amount of \$8 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion. Funding will support the construction of certain airfield infrastructure associated with the proposed development of a second MRO hangar and buildout of an aerospace campus at Pensacola International Airport.

Sponsors: Ashton J. Hayward, III, Gerald Wingate

16. [18-00355](#) COMMUNITY MARITIME PARK OPTION AGREEMENT

Recommendation: That City Council authorize the Mayor to negotiate and execute an option agreement through the Direct Negotiation Option for lots 3, 4, 5, 6, 7, 8, and 9 of the Community Maritime Park (CMP).

Sponsors: Ashton J. Hayward, III

Attachments: [Community Maritime Parcel and Vicinity Map](#)
 [NAI Pensacola CMP Listing](#)

17. [18-00258](#) 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: Ashton J. Hayward, III

Attachments: [Tentative Collective Bargaining Agreement - FOP Police Officers](#)

18. [18-00264](#) FLORIDA STATE FRATERNAL ORDER OF POLICE, INC. (FOP) POLICE SERGEANTS 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 Sergeants Unit.

Sponsors: Ashton J. Hayward, III

Attachments: [Tentative Collective Bargaining Agreement - FOP Police Sergeants](#)

19. [18-00265](#) FLORIDA STATE FRATERNAL ORDER OF POLICE, INC. (FOP) POLICE LIEUTENANTS 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 Lieutenants Unit.

Sponsors: Ashton J. Hayward, III

Attachments: [Tentative Collective Bargaining Agreement - FOP Police Lieutenants](#)

20. [18-00337](#) PENSACOLA AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) TENTATIVE COLLECTIVE BARGAINING AGREEMENT

Recommendation: That City Council ratify the Tentative Collective Bargaining Agreement between the City of Pensacola and the American Federation of State, County, and Municipal Employees (AFSCME).

Sponsors: Ashton J. Hayward, III

Attachments: [Tentative Collective Bargaining Agreement - AFSCME](#)

21. [18-00293](#) STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT

Recommendation: That City Council authorize 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. 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. Finally, that City Council approve the supplemental budget resolution appropriating the grant funds.

Sponsors: Ashton J. Hayward, III

Attachments: [State of Florida Department of Transportation Public Transportation Grant Resolution for Grant](#)
 [Supplemental Budget Resolution No. 18-28](#)
 [Supplemental Budget Explanation No. 18-28](#)

22. [18-30](#) RESOLUTION 18-30 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT

Recommendation: That City Council approve Resolution No. 18-30.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Resolution No. 18-30](#)

23. [18-28](#) SUPPLEMENTAL BUDGET RESOLUTION 18-28 - STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION
GRANT AGREEMENT

Recommendation: That City Council approve Supplemental Budget Resolution No. 18-28.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30,
2018; PROVIDING AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 18-28](#)
[Supplemental Budget Explanation No. 18-28](#)

24. [23-18](#) PROPOSED ORDINANCE NO. 23-18 - AMENDING SECTION 6-2-3 OF
THE CODE OF THE CITY OF PENSACOLA- DUTIES - PARKS AND
RECREATION BOARD

Recommendation: That City Council approve Proposed Ordinance No. 23-18 on first reading.

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE
CITY OF PENSACOLA, FLORIDA; DUTIES - PARKS AND RECREATION
BOARD; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE;
PROVIDING AN EFFECTIVE DATE

Sponsors: Sherri Myers

Attachments: [Proposed Ordinance No. 23-18](#)

25. [18-33](#) RESOLUTION NO. 18-33 - AUTHORIZING THE MODIFICATION OF THE TERMS OF THE EXISTING AIRPORT TAXABLE CUSTOMER FACILITY CHARGES REVENUE NOTE.

Recommendation: That City Council adopt Resolution No. 18-33.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, AUTHORIZING THE MODIFICATION TO THE TERMS OF A LOAN TO FINANCE THE COST OF THE RENTAL CAR SERVICE FACILITY AT THE PENSACOLA INTERNATIONAL AIRPORT; APPROVING CERTAIN AMENDMENTS TO THE LOAN AGREEMENT; AUTHORIZING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR OTHER ADMINISTRATIVE ACTIONS AND APPROVALS; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT PROVISIONS AND PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Resolution No. 18-33](#)

26. [18-34](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 18-34 - APPROPRIATING FUNDING IN CONNECTION WITH THE MODIFICATION OF THE TERMS OF THE EXISTING AIRPORT TAXABLE CUSTOMER FACILITY CHARGES REVENUE NOTE.

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-34.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 18-34](#)
 [Supplemental Budget Explanation No. 18-34](#)

27. [18-43](#) RESOLUTION NO. 18-43 - AUTHORIZING THE COMMUNITY REDEVELOPMENT AGENCY (CRA) TO APPLY FOR AND ACCEPT A FDOT BEAUTIFICATION GRANT FOR GARDEN STREET LANDSCAPE IMPROVEMENTS

Recommendation: That City Council adopt Resolution No. 18-43.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING THE COMMUNITY REDEVELOPMENT AGENCY TO APPLY FOR AND ACCEPT A FDOT BEAUTIFICATION GRANT AND ENTER INTO A BEAUTIFICATION GRANT AGREEMENT AND A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION

Sponsors: Ashton J. Hayward, III

Attachments: [Resolution No. 18-43](#)

28. [18-42](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 18-42 - AMENDING THE FISCAL YEAR 2018 BUDGET

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-42.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 18-42](#)
 [Supplemental Budget Explanation No. 18-42](#)

29. [11-18](#) PROPOSED ORDINANCE NO. 11-18 - AMENDING LAND DEVELOPMENT CODE SECTION 12-2-10 (C)(4)(B) HISTORIC AND PRESERVATION LAND USE DISTRICT; OLD EAST HILL PRESERVATION ZONING DISTRICT; CONDITIONAL USES PERMITTED; OEHC-1 NEIGHBORHOOD COMMERCIAL DISTRICT

Recommendation: That City Council adopt Proposed Ordinance No. 11-18 on second reading.

AN ORDINANCE AMENDING SECTION 12-2-10 (C)(4)(b) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE HISTORIC AND PRESERVATION LAND USE DISTRICT; OLD EAST HILL PRESERVATION ZONING DISTRICT; CONDITIONAL USES PERMITTED; OEHC-1 NEIGHBORHOOD COMMERCIAL DISTRICT PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Proposed Ordinance No. 11-18](#)
[Applicant's Request, LDC Amendment 12-2-10, Dr. Laura Hall](#)
[GIS Map of Impacted Commercial Districts in Old East Hill](#)
[Coorespondence from Citizens, LDC Amendment 12-2-10, Dr. Laura Hall](#)
[Ruling from Code Enforcement Authority, 805 E. Gadsden, Dr. Laura Hall](#)
[April 10, 2018 Planning Board Minutes](#)
[PROOF OF PUBLICATION FOR 8/9/18 MTG](#)
[PROOF OF PUBLICATION FOR 2ND READING ON 9/13/18](#)

30. [16-18](#) PROPOSED ORDINANCE NO. 16-18 - AMENDMENT TO SECTION 4-3-97, SANITATION COLLECTION FEE AND EQUIPMENT SURCHARGE

Recommendation: That City Council adopt Proposed Ordinance No. 16-18 on second reading.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Proposed Ordinance 16-18](#)
[PROOF OF PUBLICATION ON 2ND READING](#)

31. [20-18](#) PROPOSED ORDINANCE NO. 20-18, AMENDMENT TO SECTION 10-4-19 - SCHEDULE OF GAS RATES AND CHARGES

Recommendation: That City Council adopt Proposed Ordinance No. 20-18 on second reading.

AN ORDINANCE AMENDING SECTION 10-4-19 OF THE CODE OF THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Proposed Ordinance No. 20-18](#)
 [PROOF OF PUBLICATION FOR 2ND READING](#)

FOR DISCUSSION

32. [18-00343](#) BOARDS, COMMISSIONS AND AUTHORITIES

Sponsors: Sherri Myers

33. [18-00352](#) HISTORIC BUILDING DEMOLITION REVIEW

Sponsors: Brian Spencer

INFORMATIONAL ITEMS

CONSIDERATION OF ANY ADD-ON ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

City Administrator's Communication

City Attorney's Communication

Monthly Financial Report - Chief Financial Officer Richard Barker, Jr.

34. [18-00032](#) MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

Sponsors: Ashton J. Hayward, III

Attachments: [Monthly Financial Report - August 2018](#)

35. [18-00328](#) QUARTERLY FINANCIAL REPORT - NINE MONTHS ENDING JUNE 30, 2018 - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

Sponsors: Ashton J. Hayward, III

Attachments: [Quarterly Financial Report - Nine Months Ending June 30, 2018](#)
 [2018 - Third Quarter Financial Report Presentation](#)

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 #: 18-00340

City Council

9/13/2018

PRESENTATION ITEM

FROM: City Council President Gerald Wingate

SUBJECT:

PRESENTATION FROM DAVE PENZONE REGARDING THE MRO AVIATION CAMPUS AT PENSACOLA INTERNATIONAL AIRPORT

REQUEST:

That City Council permit a presentation regarding the MRO Aviation Campus at Pensacola International Airport.

SUMMARY:

This presentation will provide an update and information regarding the next phase of the MRO Aviation Campus.

PRIOR ACTION:

December 17, 2013 - Mayor Ashton Hayward executed a nonbinding Memorandum of Understanding with ST Aerospace which allowed the City to begin contract negotiations.

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 contract with Atkins North America.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00336

City Council

9/13/2018

PRESENTATION ITEM

FROM: City Council President Gerald Wingate

SUBJECT:

PRESENTATION FROM OPENING DOORS NWFL (FORMERLY THE ESCAROSA COALITION ON THE HOMELESS)

REQUEST:

That City Council permit a presentation from Opening Doors at the September 13, 2018 City Council Meeting.

SUMMARY:

Opening Doors of NWFL (formerly the EscaRosa Coalition on the Homeless (ECOH)) will be presenting two items to City Council:

1. Presentation of the recently completed study by the UWF HAAS Center on the cost of homelessness for our local area.
2. A report on the \$100,000 grant given to the ECOH for the I-CARE program.

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 #: 18-00339

City Council

9/13/2018

PRESENTATION ITEM

FROM: City Council President Gerald Wingate

SUBJECT:

PRESENTATION FROM FLORIDA WEST ECONOMIC DEVELOPMENT ALLIANCE

REQUEST:

That City Council permit a presentation by Florida West Economic Development Alliance at the September 13, 2018 City Council Meeting.

SUMMARY:

This presentation will provide the annual report as well as present the 5 year strategic plan for Florida West / PEDC.

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 #: 18-00338

City Council

9/13/2018

PRESENTATION ITEM

FROM: City Council Vice President Sherri F. Myers

SUBJECT:

PRESENTATION REGARDING A MONUMENT TO WOMEN VETERANS

REQUEST:

That City Council permit a presentation to be given regarding a Monument to Women Veterans at the September 13, 2018 City Council meeting.

SUMMARY:

Support is being sought to allow the Monument to Women Veterans to be part of the "Green Space" coming off the new bridge into the City of Pensacola.

The monument will honor and recognize 25% of the military plus the 2.3 million veteran women who have been in combat since 1948.

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 #: 18-00321

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AWARD OF BID #18-027, PENSACOLA INTERNATIONAL AIRPORT - DOLLAR RENT A CAR PARKING LOT REHABILITATION PROJECT PHASE 2

RECOMMENDATION:

That City Council award Bid #18-027, Pensacola International Airport - Dollar Rent A Car Parking Lot Rehabilitation Project Phase 2 to J. Miller Construction, Inc., the lowest and most responsive bidder in the amount of \$190,592.60 for parking lot repairs as outlined in the bid specifications plus a 10% contingency of \$19,059.26 for a total amount of \$209,651.86. 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:

The rental car service facilities at Pensacola International Airport were constructed in 2009. During design development, engineers noted that the area had once been used as a landfill, and therefore required the contractor during construction to remove buried debris and place suitable fill. In late 2013, Staff noted that a small portion of the paved parking area in one of the service facilities had sunk slightly. City Engineering designed a remedial action plan and repairs to the affected section of pavement were performed in early 2015.

In mid-2018, Staff noted deviations to another section of the paved parking area within the same service facility. City Engineering again prepared a remedial action plan to address the issue. Bids were solicited for the work. J. Miller Construction, Inc. was the lowest most responsive bidder.

PRIOR ACTION:

April 29, 2015 - A contract was awarded to Site & Utility LLC for Pensacola International Airport - Dollar Rent A Car Parking Lot Remediation Project.

FUNDING:

Budget: \$ 210,000.00

Actual: \$ 209,651.86

FINANCIAL IMPACT:

The ongoing maintenance of the rental car service facilities is funded through the collection of Customer Facility Charges assessed on each rental transaction. Sufficient funds are available in the Airport Fund for these repairs.

CITY ATTORNEY REVIEW: Yes

8/15/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Bid #18-27 Tabulation
- 2) Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 18-027

TITLE: PENSACOLA INTERNATIONAL AIRPORT - DOLLAR RENT A CAR PARKING LOT REHABILITATION PROJECT PHASE 2

OPENING DATE: July 27, 2018	J. MILLER CONSTRUCTION, INC.	PANHANDLE GRADING & PAVING, INC.	SITE & UTILITY, LLC	ROADS, INC. OF NWF	GULF-ATLANTIC CONSTRUCTORS, INC.
OPENING TIME: 2:30 P.M.	Pensacola, FL	Pensacola, FL	Pensacola, FL	Cantonment, FL	Pensacola, FL
DEPARTMENT: Engineering					
Base Bid	\$190,592.60	\$208,893.71	\$236,105.00	\$261,132.96	\$357,879.00
M/WBE Participation	7.6%	0%	0%	0%	100%
Attended Prebid	Yes	Yes	Yes	Yes	Yes

Opening Date: 07/27/18

Bid No.: 18-027

FINAL VENDOR REFERENCE LIST
PENSACOLA INTERNATIONAL AIRPORT - DOLLAR RENT A CAR PARKING LOT REHABILITATION PROJECT PHASE 2
AIRPORT

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
058304	ADS INC	2762 GRAND BAY COURT	NAVARRE	FL	32566	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
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	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
073772	BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	Y
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041140	CAMPBELL SAND & GRAVEL	930 CAMPBELL RD	CENTURY	FL	32535	
027092	CHAMPION CONTRACTORS INC	505 NORTH FERDON BLVD	CRESTVIEW	FL	32536	
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	
071766	CONSTRUCTION MGMT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
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	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
065871	ECSC LLC	8400 LITTLE JOHN JUNCTION	NAVARRE	FL	32566	Y
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
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
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRLMANN ST	PENSACOLA	FL	32507	
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	

Opening Date: 07/27/18

Bid No.: 18-027

FINAL VENDOR REFERENCE LIST
PENSACOLA INTERNATIONAL AIRPORT - DOLLAR RENT A CAR PARKING LOT REHABILITATION PROJECT PHASE 2
AIRPORT

Vendor	Name	Address	City	St	Zip Code	SMWBE
066334	MULTIMEDIA HOLDINGS CORP DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
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	FL	32549	
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
003956	PENSACOLA CONCRETE CONSTRUCTION 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	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
066152	PRINCIPLE PROPERTIES INC	3773 HIGHWAY 87 S	NAVARRE	FL	32566	Y
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
068159	SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
062939	THREE TRADE CONSULTANTS	5690 JEFF ATEs RD	MILTON	FL	32583	
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
032732	WALLER, DONALD DBA NORTHCOAST CONTAINERS INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	Y
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 77



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00330

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT - CORPORATE APRON REHABILITATION AND ACQUISITION OF REPLACEMENT INTERACTIVE EMPLOYEE TRAINING SYSTEM

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the Federal Aviation Administration Airport Improvement Program (AIP) Grant 3-12-0063-042-2018 in the amount of \$1,880,142 for the rehabilitation of the corporate general aviation apron at the Pensacola International Airport, and the acquisition of a replacement interactive employee training system at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Four general aviation operators conduct activity off an asphalt apron located in the southeastern quadrant of the Pensacola International Airport. The apron was constructed in 1997. Given its age and use, the apron is now showing signs of deterioration. Pavement inspectors from the Florida Department of Transportation, as well as engineers under contract with the Pensacola International Airport, all indicated that a rehabilitation project was needed to prevent potential aircraft damage from debris associated with the deteriorating pavement. Airport Staff identified the rehabilitation of the apron as one of the projects to be addressed under the current general engineering services contract. The design portion of the project was awarded to Atkins North America.

All individuals working at the Pensacola International Airport are required to undergo certain training both on initial employment and then on a periodic basis thereafter to ensure the ongoing security and safe operation of the facility. Training is provided via an interactive computer based system developed by the American Association of Airport Executives. The current platform was purchased thirteen years ago. Given its age the equipment can no longer be supported and must be replaced. Additionally, the training modules themselves need to be updated to account for current conditions at the Airport.

Pensacola International Airport has received a grant offer and agreement totaling \$1,880,142 from the Federal

Aviation Administration (FAA). The amount includes 90% funding reimbursement of the construction expenses associated with the corporate apron project, and with expenses associated with the replacement of the interactive employee training system.

PRIOR ACTION:

February 8, 2018 - City Council awarded the master agreement for architectural and engineering services for Airport improvements to Atkins North American, Mott MacDonald, and RS&H.

FUNDING:

Budget:	\$ 1,880,142.00	FAA Grant 3-12-0063-042-2018
	<u>410,910.00</u>	Airport Matching Funds
	<u>\$ 2,291,052.00</u>	
Actual:	\$ 2,020,046.75	Corporate General Aviation Apron Rehabilitation
	<u>202,004.68</u>	10% Contingency
	<u>2,222,051.43</u>	Sub-Total Corporate General Aviation Apron Rehabilitation
	<u>69,000.00</u>	Interactive Employee Training System
	<u>\$ 2,291,051.43</u>	

FINANCIAL IMPACT:

Grant funds have been appropriated in the Airport's FY 2018 Budget. Funds for the Airport match portion of the projects are available in the Airport's FY 2018 Capital Improvement Budget.

CITY ATTORNEY REVIEW: Yes

8/20/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Grant Agreement No. 3-12-0063-042-2018

PRESENTATION: No



U.S. Department
of Transportation
Federal Aviation
Administration

COPY

GRANT AGREEMENT

PART I –OFFER

Date of Offer	August 8, 2018
Airport/Planning Area	Pensacola International
AIP Grant Number	3-12-0063-042-2018
DUNS Number	073131559
TO:	City of Pensacola (herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 3, 2018, for a grant of Federal funds for a project at or associated with the Pensacola International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pensacola International Airport (herein called the "Project") consisting of the following:

Rehabilitate Corporate Apron, Expand Corporate Apron, and Acquire Interactive Training System
which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

COPY

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,880,142.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,880,142 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 4, 2018, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or

misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the “planning” component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent for land project.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

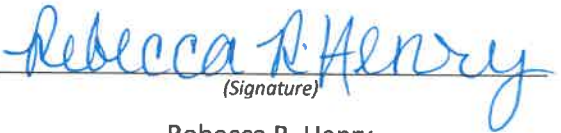
22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated June 1994, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.**A. Prohibition of Reprisals –**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Rebecca R. Henry
(Typed Name)

Acting Manager
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Pensacola

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (City of Pensacola), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/20/2018

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00333

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AWARD OF BID #18-023, PENSACOLA INTERNATIONAL AIRPORT - CORPORATE APRON REHABILITATION

RECOMMENDATION:

That City Council award Bid #18-023, Pensacola International Airport - Corporate Apron Rehabilitation to Panhandle Grading & Paving, Inc., the lowest and most responsive bidder in the amount of \$2,020,046.75, which includes the base bid and bid alternate number 1, for the rehabilitation of the corporate general aviation apron as outlined in the bid specifications plus a 10% contingency of \$202,004.68 for a total amount of \$2,222,051.43. 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:

Four general aviation operators conduct activity off an asphalt apron located in the southeastern quadrant of the Pensacola International Airport. The apron was constructed in 1997. Given its age and use the apron is now showing signs of deterioration. Pavement inspectors from the Florida Department of Transportation (FDOT) during FDOT's last periodic Pavement Management Program review as well as engineers under contract with the Pensacola International Airport all indicated that a rehabilitation project was needed to prevent potential aircraft damage from debris associated with the deteriorating pavement. Airport Staff identified the rehabilitation of the apron as one of the projects to be addressed under the current general engineering services contract. The design portion of the project was awarded to Atkins North America. Atkins evaluated the area to determine the appropriate rehabilitation method and prepared construction plans and specifications based on the Federal Aviation Administration's requirements.

Bid #18-023, Pensacola International Airport - Corporate Apron Rehabilitation was advertised May 22, 2018. Three bids were received and subsequently provided to Atkins North America for review. Panhandle Grading & Paving, Inc. was the lowest and most responsive bidder.

PRIOR ACTION:

February 8, 2018 - City Council awarded the Master Agreement for Architectural and Engineering Services for Airport Improvements to Atkins North America, Inc., Mott MacDonald Florida, LLC, and RS&H, Inc.

FUNDING:

Budget:	\$ 1,818,042.00	FAA Grant Entitlements
	<u>404,010.00</u>	Airport Matching Funds
	<u>\$ 2,222,052.00</u>	

Actual:	\$ 2,020,046.75	Contract
	<u>202,004.68</u>	10% Contingency
	<u>\$ 2,222,051.43</u>	

FINANCIAL IMPACT:

Funding of \$1,818,042 is available from the Federal Aviation Administration Grant #3-12-0063-042-2018. The remaining \$404,010 is budgeted in the Airport's FY 2018 Capital Improvement Budget.

CITY ATTORNEY REVIEW: Yes

8/21/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Bid #18-023 Tabulation
- 2) Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 18-023

TITLE: PENSACOLA INTERNATIONAL AIRPORT - CORPORATE APRON REHABILITATION

OPENING DATE: June 20, 2018	MIDSOUTH	ROADS, INC.	PANHANDLE
OPENING TIME: 2:30 P.M.	PAVING, INC.	OF NWF	GRADING &
DEPARTMENT: Airport	Pensacola, FL	Cantonment, FL	PAVING, INC.
			Pensacola, FL

Base Bid	\$1,677,404.00	\$1,747,470.00	\$1,781,896.75
----------	----------------	----------------	----------------

Additive Alternate 1	\$512,000.00	\$392,530.00	\$238,150.00
----------------------	--------------	--------------	--------------

Additive Alternate 2	\$570,000.00	\$357,530.00	\$216,500.00
----------------------	--------------	--------------	--------------

Base Bid plus Additive Alternate 1	\$2,189,404.00	\$2,140,000.00	\$2,020,046.75
------------------------------------	----------------	----------------	----------------

Base Bid plus Additive Alternate 2	\$2,247,404.00	\$2,105,000.00	\$1,998,396.75
------------------------------------	----------------	----------------	----------------

Attended Prebid	No	Yes	Yes
-----------------	----	-----	-----

Opening Date: 07/20/18

Bid No.: 18-023

FINAL VENDOR REFERENCE LIST
PENSACOLA INTERNATIONAL AIRPORT - CORPORATE APRON REHABILITATION
AIRPORT

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
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
073772	BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	Y
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	
071766	CONSTRUCTION MGMT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
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	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
065871	ECSC LLC	8400 LITTLE JOHN JUNCTION	NAVARRE	FL	32566	Y
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
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
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
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	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	
066334	MULTIMEDIA HOLDINGS CORP DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y

Opening Date: 07/20/18

Bid No.: 18-023

FINAL VENDOR REFERENCE LIST
PENSACOLA INTERNATIONAL AIRPORT - CORPORATE APRON REHABILITATION
AIRPORT

Vendor	Name	Address	City	St	Zip Code	SMWBE
001823	NWF CONTRACTORS INC	P O BOX 1718	FORT WALTON	FL	32549	
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
003956	PENSACOLA CONCRETE CONSTRUCTION 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	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
066152	PRINCIPLE PROPERTIES INC	3773 HIGHWAY 87 S	NAVARRE	FL	32566	Y
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
068159	SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
032732	WALLER, DONALD DBA NORTHCOAST CONTAINERS INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	Y
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 69



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00322

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PENSACOLA ENERGY - AWARD OF TASK ORDER 1, DEEP TYPE IMPRESSED CURRENT CATHODIC PROTECTION SYSTEM

RECOMMENDATION:

That City Council award Task Order 1, Deep Type Impressed Current Cathodic Protection System (ICCP) located in the Hillview Road area for cathodic protection system improvements on Invitation-to-Bid (ITB) 17-034 - Natural Gas Pipeline Cathodic Protection System Survey and Repair Recommendations, to Bass Engineering Company for \$41,230. Further, that Council authorize Mayor Hayward to execute the task order and take all actions necessary to complete the work.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In June, 2018, Bass Engineering provided a labor and equipment estimate for the installation of the ICCP system as directed by Pensacola Energy. Cathodic protection of steel mains minimizes corrosion, and extends the life of the system thereby postponing future infrastructure replacement costs. Task Order 1 will be awarded under the contract's Extra Work option.

PRIOR ACTION:

August 28, 2017 - The City executed a two-year contract with Bass Engineering, the lowest and most responsible bidder for natural gas pipeline cathodic protections system survey and repair recommendations for \$68,740 per year plus an Extra Work option for \$87,360 as outlined in the bid specifications.

FUNDING:

Budget: \$ 87,400

Actual: \$ 41,230

FINANCIAL IMPACT:

Funding for installation services is included the Gas Utility Fund Capital budget.

CITY ATTORNEY REVIEW: Yes

8/15/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer
Don J. Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Bass Engineering Task Order 1

PRESENTATION: No

Task Order 1, Extra Work

This task order is made this ____ day of _____, 2018. In accordance with the terms and conditions of the Survey Agreement from Bid # 17-034 (Natural Gas Pipeline Cathodic Protections System Survey and Repair Recommendations) between the City of Pensacola d/b/a/ Pensacola Energy (Owner) and Bass Corrosion Services Inc. d/b/a Bass Engineering Company (Contractor) in which Contractor agreed to perform certain services and work required under the Survey Agreement. Contractor hereby warrants to the Owner that it is qualified to provide all the services defined herein and required under the Survey Agreement to successfully and timely execute the following Task Order:

1.0 PURPOSE

The purpose of this project is to install a deep type impressed current cathodic protection system on Hillview Road area in Pensacola, Florida.

2.0 FEES

Any fees, costs or expenses due Contractor under this Agreement shall be paid at the rates specified in Exhibit A, attached hereto and made a part hereof, at a total cost not to exceed \$ 41,230.00 (Forty-One Thousand Two Hundred Thirty dollars).

3.0 SCOPE

This scope of this Task Order is to install this cathodic protection system as outlined as extra work for cathodic protection system improvements on Invitation-to-Bid (ITB) 17-034 (Natural Gas Pipeline Cathodic Protections System Survey and Repair Recommendations). Installation includes a deep well type impressed current cathodic protection system on underground pipeline in the Hillview Road area.

4.0 TERMS AND CONDITIONS

This Task Order agreement shall be governed by the terms and conditions of the Extra Work from Bid # 17-034 (Natural Gas Pipeline Cathodic Protections System Survey and Repair Recommendations), between the City of Pensacola d/b/a/ Pensacola Energy and Bass Corrosion Services Inc. d/b/a Bass Engineering Company (Contractor). In performing this work, Contractor shall in all respects comply with the Contract Documents, Form of Advertising for Bids, Instructions to Bidders, Proposal, Bid Bond, General Conditions (including Insurance and Indemnification), Contract Bond, and all addenda, if any issued prior to the opening of bids. No work will be authorized until an individual Purchase Order for

this project is sent from the City of Pensacola; it will serve as the Notice to Proceed with this task order. Progress payments to Contractor will be made on a monthly basis.

5.0 PUBLIC RECORDS ACT

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

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

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

Bass Engineering Company
(Contractor's Name)

Mayor, Ashton J. Hayward, III

By _____
President

City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved As To Substance:

Attest _____
Corporate Secretary

Department Director/Division Head

Legal in form and valid as drawn:

(CORPORATE SEAL)

City Attorney

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

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

Exhibit A



June 29, 2018

Pensacola Energy
Attn: Diane Moore
1625 Atwood Drive
Pensacola, FL 32514

RE: REVISED Cathodic Protection System
Installation Proposal; Hillview;
Pensacola, FL; BEIS-03569

Dear Diane Moore:

We are pleased to submit a proposal for Bass Engineering to provide labor and equipment for the installation of the referenced deep type impressed current cathodic protection (ICCP) system located in Pensacola, Florida. It is our understanding this installation shall consist of the following.

1 ea	8" x 250' Drilled Hole
1 ea	Yellow Tape, "Caution: Buried Cathodic Protection Line"
1 ea	Cooper Power Systems Storm Trapper H.E. (High Energy)
1 ea	Standard 25' Pole W/ Meter Loop
1 ea	Set of (6) 2684 High Silicon Cast Iron Anodes with 3-Bar Centralizers, Equipped with #8 HALAR Longest Lead 280', Each Subsequent Lead 10' Shorter
1 ea	Positive 6 Circuit Galvanized Steel Junction Box, with Holloway Type RS 0.01 Ohm Wire Shunts, Standard Mount
1 ea	Pin Braze Negative Connection, Depth: 6 ft
3 cu yd	Pea Gravel Backfill
9,400 lbs	Loresco SC-3 [®] Coke Breeze
1 ea	Bullhorn RM4151 – No Relay
1 ea	Universal Rectifiers 100V, 25A, 120/240 VAC Single Phase, Air Cooled, Aluminum Case, Silicon Stack, Secondary AC Breaker, Panel Mounted Meters, AC/DC Lightning Arrestors, 110 VAC Convenience Outlet, RMU Terminal Block with RMU Relay Installed (Crydom Solid State Relay, 0-20 A DC), Extra Taps (6C/5F)
10 ea	3/8" Bentonite Hole Plug (50# Bag)
1 ea	10" Sch 40 PVC Cap
1 ea	10" X 20' Sch 40 PVC
160 ft	1" X 20' Loresco Allvent™ Deep Anode Vent System
120 ft	1" X 20' Sch 40 PVC
1 ea	1" Sch 40 PVC Cap
4 ea	1" Sch 40 PVC 90 Degree
20 ft	#2 HMWPE Cable Red
80 ft	#2 HMWPE Cable Black

All labor and equipment necessary to drill the hole and install the referenced material.

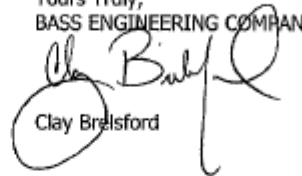
We shall complete this installation per the following.

Description	Cost
ICCP System Installation Labor and Equipment	\$41,230.00

Total Estimated Cost: \$41,230.00*

We appreciate the opportunity to submit this proposal and look forward to hearing from you soon. Please do not hesitate to call with any questions you might have.

Yours Truly,
BASS ENGINEERING COMPANY



Clay Brilsford

***BID NOTES**

1. Pre-construction one-call notification shall be submitted, and responses collected, by Bass Engineering Company. All one-call notifications require marking the proposed excavation site with white paint or flagging. Any and all labor, equipment, and material required to mark the proposed excavation location(s) for one-call notification shall be invoiced in accordance with the current Bass Engineering Company rate schedule. Bass Engineering Company personnel will verify one-call response with on-site CLIENT representative prior to drilling or excavating on any location.
2. Time for normal "tailgate" safety meeting included; additional safety training shall be invoiced in accordance with the current Bass Engineering Company rate schedule.
3. Stand-by time incurred as a result of factors outside the control of Bass Engineering Company shall be invoiced in accordance with the current Bass Engineering Company rate schedule.
4. Should CLIENT require any re-scheduling once Bass Engineering Company personnel, or approved subcontract service provider personnel, have mobilized from the originating portal, resultant labor and equipment charges shall be invoiced in accordance with the current Bass Engineering Company rate schedule.
5. Right-of-Way (ROW) and landowner clearance for access to sites shall be arranged by CLIENT. All installations assumed to be accessible by rubber-tired backhoe; additional equipment and/or mats required for safe access shall be invoiced as 3rd party labor in accordance with the current Bass Engineering Company rate schedule.
6. Any sales tax amount delineated in the proposal represents an estimated amount only. All applicable sales taxes shall be added to the final invoice unless proof of tax exempt status or direct pay certificate is provided.
7. All stated pricing assumes award and subsequent completion of all described work in a single mobilization/demobilization.
8. Costs associated with drilling operations requiring use of a portable pit for drilling mud and tailing containment included.
9. Vacuum truck and disposal charges required to pump and haul the contents of the circulation pit and associated containment included.
10. Fresh water supply shall be invoiced at a cost of \$100 unless otherwise provided.
11. Drilling gel required for hole stabilization shall be invoiced at \$25.00/cwt. Additional labor, equipment, and materials associated with lost circulation control shall be invoiced in accordance with the current Bass Engineering Company rate schedule.
12. Change in scope requiring additional labor, equipment, and/or materials shall be invoiced in accordance with the current Bass Engineering Company rate schedule.
13. All material assumed to be furnished on-site by Pensacola Energy. Any required transportation costs shall be invoiced in accordance with the current Bass Engineering Company rate schedule.
14. Any material required for completion of the project that is not furnished by Pensacola Energy shall be procured and invoiced in accordance with the current Bass Engineering Company rate schedule.
15. This proposal is valid for 30 days from the date posted on this proposal document.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00331

City Council

9/13/2018

ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

APPOINTMENTS - AFFORDABLE HOUSING ADVISORY COMMITTEE

RECOMMENDATION:

That City Council approve the following eight (8) Escambia County appointees as members to the Affordable Housing Advisory Committee for a term of three (3) years, expiring September 30, 2021:

George E. Brown, Jr
Frances S. Cutshaw
Timothy H. Evans
Laura Gilmore
Heidi Palmquist
John G. Ralls
Kris Waters
Renee' Wilhoit

SUMMARY:

The Escambia Pensacola Affordable Housing Advisory Committee (AHAC), established in 2015 pursuant to the State Housing Initiatives Partnership (SHIP) Act and the Escambia/Pensacola SHIP Interlocal Agreement, serves as an advisory committee that makes recommendations to City Council and the Board of County Commissioners regarding initiatives to encourage and facilitate affordable housing programs.

The Act and Interlocal Agreement require the City and County to jointly establish and appoint a committee of citizens who represent the membership composition required by the Act. Per Florida Statute, the membership of the committee shall consist of at least eight but not more than eleven members. The membership must consist of one representative from at least six of the following categories:

- (a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing;
- (b) A citizen who is actively engaged in banking or the mortgage banking industry in connection with affordable housing;
- (c) A citizen who is a representative of those areas of labor actively engaged in home building in

connection with affordable housing;

(d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing;

(e) A citizen who is actively engaged as a for-profit provider of affordable housing;

(f) A citizen who is actively engaged as a not-for-profit provider of affordable housing;

(g) A citizen who is actively engaged as a real estate professional in connection with affordable housing;

(h) A citizen who actively serves on the local planning agency, pursuant to s: 163.3174, Florida Statutes;

(i) A citizen who resides within the jurisdiction of the local governing body making the appointments;

(j) A citizen who represents employers within the jurisdiction; and

(k) A citizen who represents essential services personnel as defined in the local housing assistance plan.

Per the Interlocal Agreement, the City is responsible for appointing a representative from the City of Pensacola Planning Board and a citizen who resides within the City. On June 14, 2018, City Council reappointed Paul Ritz, a member of the City of Pensacola Planning Board and appointed John Rickmon, a City resident to the AHAC for a three (3) year term.

PRIOR ACTION:

June 14, 2018 - City Council made appointments to the committee, expiring September 30 2021

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

8/22/2018

STAFF CONTACT:

Don Kraher, Council Executive
Keith Wilkins, City Administrator

ATTACHMENTS:

- 1) Affordable Housing Advisory Committee Application George Ed Brown, Jr.
- 2) Affordable Housing Advisory Committee Application Frances S. Cutshaw
- 3) Affordable Housing Advisory Committee Application Timothy H. Evans
- 4) Affordable Housing Advisory Committee Application Laura Gilmore
- 5) Affordable Housing Advisory Committee Application Heidi Palmquist
- 6) Affordable Housing Advisory Committee Application John G. Ralls
- 7) Affordable Housing Advisory Committee Application Kris Waters
- 8) Affordable Housing Advisory Committee Application Renee' Wilhoit

PRESENTATION: No

AFFORDABLE HOUSING ADVISORY COMMITTEE

Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department
 Neighborhood Enterprise Division
 Attention: Meredith Reeves
 221 Palafox Place, Suite 200
 Pensacola, FL 32502

The deadline for application submittal is June 29, 2018.

Important: Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of at least six people represented from the following different interests and professions (Note: The City of Pensacola will appoint two representatives). Please mark any positions that you believe you could represent on the Committee.

INTEREST	POSITION
✓	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
✓	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
✓	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
✓	One citizen who is actively engaged as a not-for-profit provider of affordable housing
✓	One citizen who resides within Escambia County
✓	One citizen who represents employers within the jurisdiction
	One citizen who actively serves on the local planning agency
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE

1998-Current.

ORGANIZATION

ESCAMBIA Lodge #15 Masons

2000-Current.

HANDI Shrine -

Are you a resident of Escambia County? (Members *MUST* be a resident of Escambia County)

Yes ☒ No ☐

If yes, continuous resident since (year) 1968

Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED

2015-2018.

BOARD/COMMITTEE

Affordable Housing Advisory Committee

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☒ Agriculture and/or land-ownership interest
- ☒ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☒ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☒ Engineering/Surveying
- ☒ Environmental and/or Conservation
- ☒ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☒ Planning
- ☒ Recreation
- ☒ Rural Development
- ☐ Transportation
- ☐ Water Resources

PERSONAL DATA

Mr. George E. Brown Jr.
Salutation First Name Middle Initial Last Name
8293 Foxtail Loop Pensacola, FL. 32526.
Street Address City, State, Zip
850-324-2976. 850-324-2976. gbrown9519@gmail.com
Home Phone Cell Phone Email Address

EMPLOYMENT DATA

Harvesters Federal Credit Union
Name of Employer
480 Hwy 29 South Cantonment, FL. 32533
Street Address City, State, Zip
850-968-2233 ext. 2046 cbrown@harvestersfcu.com
Work Phone Work Email Address

Which method do you prefer to be contacted? email

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE

ISSUE DATE

ISSUING AUTHORITY

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes ☒ No ☐

If yes, please explain:

Current board member.

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

Been involved in real estate since 1998.
Rapid Correspondent Lending company in Pensacola
Vice President of Gulf Coast Community Bank.
Senior Real Estate Mgr manager for HANOVERS Federal Credit Union

Can you attend meetings if they are held (check all that apply):

☒ Mornings

☒ Afternoons

☒ Evenings

Why do you want to serve on the Committee?

I have been active as an advocate for Affordable Housing and have worked hard at offering mortgages to 1st time homebuyers & low to moderate residents so they can have the pleasure & pride of owning their own home.

What do you hope to accomplish by serving on this Committee?

Provide a safe affordable housing opportunities for the residents of Pensacola & ESCAMBIA County.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

Applicant's Signature

Date

6/28/18

George Edward Brown, Jr.

8293 Foxtail Loop, Pensacola, Florida 32526
Cell: (850) 324-2976
Gbrown9519@gmail.com

SUMMARY

Senior Management of a Local Financial Institution overseeing and managing the growth of the Residential Lending Department. Driven to manage costs and establish strategic, mutually beneficial partnerships and relationships with co-workers, vendors and service providers. Ambitious Manager who creates strategic alliances with organization leaders to effectively align with and support key business initiatives. Builds and retains high performance teams by hiring, developing and motivating skilled professionals.

SKILLS

- Calyx Software
- DocMagic Closing Software
- Microsoft Office and 365
- TRID Compliance Expert
- Secondary Market Expert
- New product delivery
- Budgeting expertise
- Employee relations
- Self-motivated
- Operations and finance expert
- Leadership/communication skills
- Product development
- Product line expansion
- Business operations organization
- Process improvement
- Contract negotiations
- Operations management
- Strategic objective execution

ACTIVITIES AND HONORS

- Pensacola Association of Realtors(PAR) Member
- PAR Governmental Affairs Committee Member
- Home Builders Association Member
- Board Member of Area Housing Committee
- Member of Escambia Lodge # 15 F.& A.M.
- Third Vice President of Hadji Shriners
- Imperial Representative of Shriners International

EXPERIENCE

Vice President, 01/2017 to Current

The First, A National Banking Association — Hattiesburg, MS

- Assisted in transition and integration of bank merger of Gulf Coast Community Bank with The First, A.N.B.A.
- Managed the Residential Mortgage Operations in the Pensacola Market.
- Managed a 12 million dollar residential mortgage portfolio.
- Implemented the single close residential mortgage products.
- Board Member for Area Housing Committee.

Vice President, 01/2010 to 01/2016
Gulf Coast Community Bank — Pensacola, FL

- Mortgage Operations Hired as Loan Officer and rose to top mortgage officer in 1 year
- Promoted to Residential Lending Manager and in my first year balanced the budget Assisted with creation and Implementation of a Construction Permanent Loan Program
- Assisted with creation and Implementation of a Dodd-Frank ATR/QM compliant Portfolio Loan Program
- Year over Year have increased production and profitability of the department
- Insured Regulatory Compliance with State and Federal Regulatory Agencies
- Negotiated profitable Contracts with Secondary market for sale of our mortgages
- Grew and maintained a 12 million portfolio of construction and portfolio loans
- Implemented training course for new loan officers
- Increased department operating profitability.

Market President, 01/2004 to 01/2010
Title Solutions — Pensacola, FL

- Supervised the day to day operations of the title company.
- Developed relationships with lenders, realtors, and developers.
- Expanded Sales in the Pensacola Market.

President, 01/1998 to 01/2004
Five Flags Lending, Inc. — Pensacola, FL

- Generated new business through Realtors, Builders, and Bankers
- Supervised the day to day Operations of the Mortgage Company.
- Top Producer generating 70% of total income.



AFFORDABLE HOUSING ADVISORY COMMITTEE

Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department
Neighborhood Enterprise Division
Attention: Meredith Reeves
221 Palafox Place, Suite 200
Pensacola, FL 32502

The deadline for application submittal is June 29, 2018.

Important: Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of at least six people represented from the following different interests and professions (Note: The City of Pensacola will appoint two representatives). Please mark any positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
X	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit provider of affordable housing
X	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen who actively serves on the local planning agency
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

PERSONAL DATA

Mrs. Frances S. Cutshaw
 Salutation First Name Middle Initial Last Name
 4013 Shorewood Dr Pensacola FL 32507
 Street Address City, State, Zip
 (828) 506-0017 fcutshaw@gmail.com
 Home Phone Cell Phone Email Address

EMPLOYMENT DATA

United Ministries - Executive Director
 Name of Employer
 257B E. Lee Street Pensacola FL 32503
 Street Address City, State, Zip
 (850) 438-6655 director@united-ministries.com
 Work Phone Work Email Address

Which method do you prefer to be contacted? either

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
Clinical Pastoral Education Level I	Feb 1, 2017	Association for Clinical Pastoral Education
Human Trafficking Certification 2016		UWF
Domestic Violence / Substance Abuse 2016		Families First Network

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes _____ No X

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
4/2018 - current	Rotary Club of Pensacola
2017, 2018, current	United Way Area Directors

Are you a resident of Escambia County? (Members *MUST* be a resident of Escambia County)

Yes ☒ No ☐

If yes, continuous resident since (year) 2014

Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
2016 - current	United Ministries - ex officio
	Board of Directors

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☐ Business/Industry
- ☐ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☒ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

As the Executive Director for United Ministries, I am daily involved in community and in-house work to establish stable living circumstances for those in financial duress.

I work together daily with housing representatives and area partners in housing and homelessness prevention for all clients and potential clients. Affordable housing is a concern we consistently discuss. The intricacies of it is our daily work. Our mission, the prevention of homelessness, draws on the resources of the community and the feedback of 50 area churches.

☒ Mornings

☒ Afternoons

☒ Evenings

Why do you want to serve on the Committee?

I have seen how difficult it is to find sustainable housing for our clients. With affordable housing, homelessness in our area will be positively impacted.

I am passionate about working together to find ways to make affordable housing a reality.

This will be an opportunity to use my gift for cooperative dialogue and solution-finding.

What do you hope to accomplish by serving on this Committee?

I would like to contribute to healthy, shared conversation leading to results for persons in which all committee members feel a part of the process.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

James Scott

Applicant's Signature

6/22/18

Date

AFFORDABLE HOUSING ADVISORY COMMITTEE

Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Neighborhood & Human Services Department
Neighborhood Enterprise Division
Attention: Meredith Reeves
221 Palafox Place, Suite 200
Pensacola, FL 32502

The deadline for application submittal is June 29, 2018.

Important: Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of at least six people represented from the following different interests and professions (Note: The City of Pensacola will appoint two representatives). Please mark any positions that you believe you could represent on the Committee.

INTEREST	POSITION
✓	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
✓	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
✓	One citizen who is actively engaged as a not-for-profit provider of affordable housing
✓	One citizen who resides within Escambia County
✓	One citizen who represents employers within the jurisdiction
	One citizen who actively serves on the local planning agency
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

PERSONAL DATA

Mr. Timothy H. Evans
 Salutation First Name Middle Initial Last Name
 1225 Langley Ave. Pensacola FL 32504
 Street Address City, State, Zip
 850.484.7030 850.525.3238 tevans@pensacolahabitat.org
 Home Phone Cell Phone Email Address

EMPLOYMENT DATA

Pensacola Habitat for Humanity
 Name of Employer
 300 W. Leonard St. Pensacola FL 32501
 Street Address City, State, Zip
 850.434.5456 tevans@pensacolahabitat.org
 Work Phone Work Email Address

Which method do you prefer to be contacted? email

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes ☒ No ☐

If yes, please explain:

I am the chairman of the governing board of Northwest Florida Community Housing Development Corporation which had an 18 month contract with Escambia County to rebuild home destroyed by a tornado in the Century community.

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE

ORGANIZATION

Are you a resident of Escambia County? (*Members MUST be a resident of Escambia County*)

Yes ☒ No ☐

If yes, continuous resident since (year) _____

Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED

BOARD/COMMITTEE

November 2012 - current

Area Housing Commission

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☒ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

For the past 7 years I have been the CEO of Pensacola Habitat for Humanity, working to provide home ownership opportunities to residents of modest to moderate incomes. Also for the past 5 years I've been serving as a Commissioner with the Area Housing Commission, assisting in the guidance and oversight of locally owned and public affordable rental housing.

Can you attend meetings if they are held (check all that apply):

☒ Mornings

☒ Afternoons

☒ Evenings

Why do you want to serve on the Committee?

I believe my experience stated above would allow me to make a positive contribution to the work of the Advisory committee.

What do you hope to accomplish by serving on this Committee?

I believe the general public needs a better understanding of the true asset affordable housing - rental and privately owned - provides to the larger community. I would hope to promote better awareness and understanding of the issues around affordable housing.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

Mokey Evans 6/29/18

Applicant's Signature

Date

AFFORDABLE HOUSING ADVISORY COMMITTEE

Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department
 Neighborhood Enterprise Division
 Attention: Meredith Reeves
 221 Palafox Place, Suite 200
 Pensacola, FL 32502

The deadline for application submittal is June 29, 2018.

Important: Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of at least six people represented from the following different interests and professions (Note: The City of Pensacola will appoint two representatives). Please mark any positions that you believe you could represent on the Committee.

INTEREST	POSITION
x	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
x	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit provider of affordable housing
x	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen who actively serves on the local planning agency
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

PERSONAL DATA

Mrs.	Laura	L	Gilmore
Salutation	First Name	Middle Initial	Last Name
3561 Mayhaw Rd		McDavid FI 32568	
Street Address		City, State, Zip	
	850-501-4817	Laurag@fairwaymc.com	
Home Phone	Cell Phone	Email Address	

EMPLOYMENT DATA

Fairway Independent Mortgage Corp	
Name of Employer	
4300 Bayou Blvd Suite 15	Pensacola, FI 32503
Street Address	City, State, Zip
850-972-9372	Laurag@fairwaymc.com
Work Phone	Work Email Address

Which method do you prefer to be contacted? Call, text, email

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
Mortgage Loan Originator License	01/01/2011	The State of Florida and The State of Alabama

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes _____ No ^x _____

If yes, please explain:

Fairway Independent Mortgage does currently participate in the City of Pensacola SHIP program and The City of Pensacola COPHIP program

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
01/01/2014	Home Builders Association of Northwest Florida
01/01/2017	Northwest Escambia Bradberry Park Baseball
01/01/2015	Pensacola Chamber of Commerce
01/01/2013	Pensacola Association of Realtors
01/01/2013	Navarre Area Board of Realtors
01/01/2016	Atmore Area Chamber of Commerce

Are you a resident of Escambia County? (*Members MUST be a resident of Escambia County*)

Yes ☒ No ☐

If yes, continuous resident since (year) 07/01/2003

Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
01/01/2014 - Current	Home Builders Association of Northwest Florida Auxiliary Counsel Member
01/01/2015 - 12/31/2015	Home Builders Association of Northwest Florida Auxiliary Counsel Vice President
01/01/2016 - 12/31/2016	Home Builders Association of Northwest Florida Auxiliary Counsel President
01/01/2016 - Current	Home Builders Association of Northwest Florida Board of Directors member
09/01/2016 - Current	Northwest Escambia Bradberry Baseball Park Board of Directors Secretary

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☒ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☐ Neighborhood and/or Civic Associations
- ☐ Planning
- ☒ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I have been a Mortgage Loan Originator for 12 years. I have served on several boards and I understand the need for Community Volunteers within organizations.

Can you attend meetings if they are held (check all that apply):

☒ Mornings

☒ Afternoons

☒ Evenings

Why do you want to serve on the Committee?

I work with first time homebuyers daily and I understand the need for affordable housing in Escambia County. My passion has always been to help people.

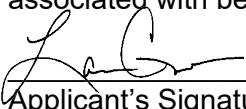
I currently serve on The Home Builders Association of Northwest Florida Board of Directors with Patrick Kozma, Acme Brick. He is the liaison between The Affordable Housing Committee and The HBA of Northwest Florida. I hope to be selected to serve on the Affordable Housing Board so I can continue to be the liaison to the HBA Board of Directors for Northwest Florida

What do you hope to accomplish by serving on this Committee?

I hope to help maintain and establish affordable housing in Escambia county. Maintaining affordable housing helps with our economic growth.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.



Applicant's Signature

6/29/2018

Date

AFFORDABLE HOUSING ADVISORY COMMITTEE

Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Neighborhood & Human Services Department
 Neighborhood Enterprise Division
 Attention: Meredith Reeves
 221 Palafox Place, Suite 200
 Pensacola, FL 32502

The deadline for application submittal is June 29, 2018.

Important: Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of at least six people represented from the following different interests and professions (Note: The City of Pensacola will appoint two representatives). Please mark any positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
✓	One citizen who is actively engaged as a not-for-profit provider of affordable housing
✓	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen who actively serves on the local planning agency
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

PERSONAL DATA

Salutation M. First Name Heidi Middle Initial Last Name Palmquist

Street Address 222 W. 1st Lane 3C City, State, Zip Pensacola FL 32507

Home Phone Cell Phone 850-509-5144 Email Address Heidi.palmquist@gmail.com

EMPLOYMENT DATA

Name of Employer Volunteers of America of Florida

Street Address 1617 Blackwell Lane City, State, Zip Pensacola FL 32514

Work Phone 850-479-3444 Work Email Address hpalmquist@voa-fla.org

Which method do you prefer to be contacted? work email

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
Licensed Practical Nurse	4/14/1993	Dept of Health - Professional
FL LLC - Agent Mgr	12/4/11 - 3/21/16	Div of Corp Regulations

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes No ✓

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
Oct 2016 - Current	Krewe of Wrecks
Oct 2017 - Current	Pensacola Beach Women's Club
Sept Current	Pensacola Chamber of Commerce

Are you a resident of Escambia County? (Members *MUST* be a resident of Escambia County)

Yes ☒ No ☐

If yes, continuous resident since (year) 2014 (previous 1993-2006)

Are you currently serving, or have you ever served, on a board or committee?

Yes ☐ No ☒

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
2006-2008	Tallahassee Sr. Women's Club Board
	Membership Committee Chair 2007-2008

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☒ Environmental and/or Conservation
- ☐ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I am very interested in affordable housing for seniors and veterans. As program manager for transitional housing of homeless veterans, I am constantly facing shortage of permanent housing for our veterans that is clean and safe. I am also interested in the environmental impact of development as well as the use of renewable and alternative energy.

Can you attend meetings if they are held (check all that apply):

☐ Mornings

☐ Afternoons

☒ Evenings

Why do you want to serve on the Committee?

I chose Pensacola for my hometown in 1993 and love this area. I would like to see smart development that reduces environmental impact on our growing community. Over the last year, I have worked with homeless veterans and low income mentally disabled individuals. I would like to see more affordable housing in Pensacola to help those in need.

What do you hope to accomplish by serving on this Committee?

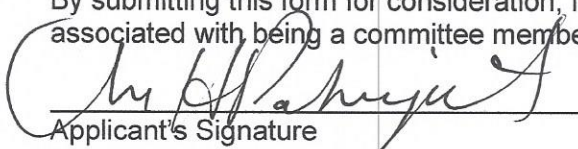
Increase the amount of clean, safe and affordable housing for veterans and mentally disabled in our community. I would like to help increase the use of renewable and alternative energy sources in the Sunshine State. My goal would be to increase housing without hurting the environment using technology and innovative design that other communities can use as a template for affordable housing.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

Applicant's Signature

Date

 6/18/18

AFFORDABLE HOUSING ADVISORY COMMITTEE

Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Neighborhood & Human Services Department
Neighborhood Enterprise Division
Attention: Meredith Reeves
221 Palafox Place, Suite 200
Pensacola, FL 32502

The deadline for application submittal is June 29, 2018.

Important: Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of at least six people represented from the following different interests and professions (Note: The City of Pensacola will appoint two representatives). Please mark any positions that you believe you could represent on the Committee.

INTEREST	POSITION
X	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
X	One citizen who is actively engaged as a for-profit provider of affordable housing
X	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit provider of affordable housing
X	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen who actively serves on the local planning agency
X	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

PERSONAL DATA

Dr. John G Ralls
 Salutation First Name Middle Initial Last Name
641 Bayou Blvd. Pensacola, FL 32503
 Street Address City, State, Zip
850-324-1210 johnralls@rallslawfirm.com
 Home Phone Cell Phone Email Address

EMPLOYMENT DATA

self
 Name of Employer
(same as above)
 Street Address City, State, Zip
 Work Phone Work Email Address

Which method do you prefer to be contacted? cell or email

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
<u>DPM</u>	<u>1986</u>	<u>FL-1992, AL-1989, MS-1988</u>
<u>J.D.</u>	<u>2006</u>	<u>AL-2006, MS+TN-2007, FL-2008</u>
<u>State Certified Gen. Contractor - 1993</u>		<u>FL-1993, MS-2007</u>
<u>Real Estate Broker - 1993</u>		<u>FL & AL</u>

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes ☐

No ☒

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
Bar - FL, AL, MS	ABA since 2006
American Pediatric Medical Assoc.	since 1987
National Assoc. of Realtors	since 1990
2008	Rex & Mystic - New Orleans

Are you a resident of Escambia County? (Members MUST be a resident of Escambia County)

Yes ☒ No ☐

If yes, continuous resident since (year) 1987

Are you currently serving, or have you ever served, on a board or committee?

Yes ☐ No ☒

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED

BOARD/COMMITTEE

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☒ Agriculture and/or land-ownership interest
- ☐ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☒ Education and Academia
- ☐ Engineering/Surveying
- ☒ Environmental and/or Conservation
- ☒ Land Use Law
- ☐ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I grew up in real estate and construction, and have maintained an interest in these areas throughout my life. My education and experiences in many different professions gives me a unique understanding of the needs that should be addressed by this committee.

Can you attend meetings if they are held (check all that apply):

☒ Mornings

☒ Afternoons

☒ Evenings

Why do you want to serve on the Committee?

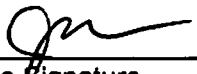
I am very active in the housing market in some of the lower income neighborhoods in the county. I have witnessed the need for affordable housing in many areas, along with the mistakes that have been made by government in its attempt to provide such housing. My background makes me very qualified to help shape policy in this area.

What do you hope to accomplish by serving on this Committee?

I hope to be instrumental in helping establish housing policies for our county that will promote continued growth in the county that will meet the needs of all socioeconomic levels.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.


Applicant's Signature

6-29-18
Date

AFFORDABLE HOUSING ADVISORY COMMITTEE

Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department
 Neighborhood Enterprise Division
 Attention: Meredith Reeves
 221 Palafox Place, Suite 200
 Pensacola, FL 32502

The deadline for application submittal is June 29, 2018.

Important: Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of at least six people represented from the following different interests and professions (Note: The City of Pensacola will appoint two representatives). Please mark any positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
X	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit provider of affordable housing
X	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen who actively serves on the local planning agency
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

PERSONAL DATA

Mr Kris Waters
Salutation First Name Middle Initial Last Name
7101 Joy St. #64 Pensacola, FL 32504
Street Address City, State, Zip
(850) 293-1118 KWATERS66@yahoo.com.
Home Phone Cell Phone Email Address

EMPLOYMENT DATA

Supreme Lending
Name of Employer
1115 E. Gonzalez St. Pensacola, FL 32503
Street Address City, State, Zip
(850) 483-0931 Kris.WATERS@supremelending.com.
Work Phone Work Email Address

Which method do you prefer to be contacted? Cell # (850) 293-1118

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
Mortgage Lender License	4/2015	STATE And Federal

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes _____

No X

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
2002 - Present	Pensacola Association of Realtors
2005 - Present	Calvary Chapel Church

Are you a resident of Escambia County? (Members MUST be a resident of Escambia County)

Yes ☒ No ☐

If yes, continuous resident since (year) 2015

Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
2016 - Present	Pensacola Association of Realtors Affiliate Committee

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☒ Agriculture and/or land-ownership interest
- ☒ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☐ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

For 21 Years I have been originating mortgage loans for home buyers, a majority of them for first time home buyers. I am currently one of the top producers for the Escambia County Housing Finance Authority providing down payment assistance loans for first time home buyers.

My knowledge & experience in all areas of mortgage lending make me an ideal candidate for appointment to this committee.

Can you attend meetings if they are held (check all that apply):

☒ Mornings

☒ Afternoons

☒ Evenings

Why do you want to serve on the Committee?

I would like to offer IDEAS & insight as to how we can help home buyers get into affordable housing.

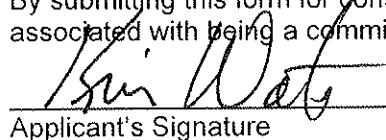
The lending industry has been very good to me and I would like to give back to the community and the BEST way to do that is offer my time and 21+ years experience in this field.

What do you hope to accomplish by serving on this Committee?

To offer my knowledge and thoughts so more low to moderate income families can gain home ownership.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.



Applicant's Signature

6/27/18

Date

AFFORDABLE HOUSING ADVISORY COMMITTEE

Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Neighborhood & Human Services Department
Neighborhood Enterprise Division
Attention: Meredith Reeves
221 Palafox Place, Suite 200
Pensacola, FL 32502

The deadline for application submittal is June 29, 2018.

Important: Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of at least six people represented from the following different interests and professions (Note: The City of Pensacola will appoint two representatives). Please mark any positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
x	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit provider of affordable housing
x	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen who actively serves on the local planning agency
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

PERSONAL DATA

Ms	Renee'	D	Wilhoit
Salutation	First Name	Middle Initial	Last Name
3505 Marques Street		Pensacola, FL 32505	
Street Address		City, State, Zip	
850-516-6526		reneewilhoit@synovusmortgage.com	
Home Phone	Cell Phone	Email Address	

EMPLOYMENT DATA

Synovus Mortgage Corp	
Name of Employer	
125 W Romana Street Suite 101	Pensacola, FL 32502
Street Address	City, State, Zip
850-436-2982	reneewilhoit@synovusmortgage.com
Work Phone	Work Email Address

Which method do you prefer to be contacted? ___work #, Cell # or work email is fine

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
NO		

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes X No

If yes, please explain:

My Granddaughter Taylor Renee' Wilhoit is currently applying for SHIP funds to purchase her first home.

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
1988 to present	Women's Council of Realtors- Pensacola Chapter
1988 to present	Pensacola Association of Realtors
1988 to present	Home Builders Association of NW FL
2004 to 2017	Favor House of NW FL

Are you a resident of Escambia County? (*Members MUST be a resident of Escambia County*)

Yes ☒ No ☐

If yes, continuous resident since (year) 1987

Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
2004/2017	
Favor House of NW FL	Served as board member/Secretary/Treasury/VP/2 terms as President (4 yrs total)
2016/2018	
Women's Council of Realtors	Ways and Means Committee
2012/2013	
Women's Council of Realtors	Ways and Means Committee
Pensacola Board of Realtors	
2010/Present	Affiliate Committee

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☒ Agriculture and/or land-ownership interest
- ☒ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☒ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation

- ☐ Land Use Law
☒ Neighborhood and/or Civic Associations
☐ Planning
☐ Recreation
☒ Rural Development
☐ Transportation
☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

Since 1988 I have served in various roles as a mortgage lender in the Pensacola market by helping our community to obtain home ownership. My dedication to the Pensacola community, and during the time of First Time Homebuyer Programs through the Escambia County Housing Bond Program, we would arrive at 5:00am or earlier to begin the application process by faxing the reserve form on a first come first serve basis, we knew that some of our customers had been camping out for days to apply for the programs. It was important that our community received the resources available to make their dreams of homeownership come true. Through all of these years, many of these customers still send referrals for others seeking to buy homes.

Currently I work with Synovus Mortgage as the Market Sales Leader/Escambia & Santa Rosa and have served on our committee to develop our 1st Time Homebuyer Program (AMP) up to 100% financing, which is rare, and also allows our different DPA's programs assisting with down payment and/or closing cost. Again, to serve our community to help those realize their dream of owning a home.

As a manager I train and encourage the staff I supervise to consider USDA, Bond and SHIP programs to assist our customers on their home buying journey. I believe by assisting those that qualify for these programs, we are building a stronger community of people that will stay and live in our beautiful city. Finally, I understand the dedication that it takes to serve our community and actively participating on a board. I was an active member of Favor House for many years serving as President, Vice President and other executive positions. In the years that I served on the Favor House Board, I assisted in fundraising activities, bringing awareness and education to the public and others in need of domestic violence support. I was also influential in the successful acceptance of two \$100,000 grants awarded to Favor House by Impact 100. While utilizing one of the grants, we were able to remodel our Favor House Kids Center. The second grant we remodeled our safe house in Santa Rosa County and worked with the Sex Trafficking Division to have a safe temporary haven while helping relocate them back to their families.

I love our town of Pensacola and believe my experience and desire to see our community grow will serve the Affordable Housing Advisory Committee. I feel home ownership is the forefront for growth and stability for our community.

I hope you consider my application to serve on your board.

Can you attend meetings if they are held (check all that apply):

☒ Mornings

☒ Afternoons

☒ Evenings

Why do you want to serve on the Committee?

I am 100% devoted to homeownership and want to help expand what myself and my teams currently

do for our community. I would also like to see more people aware of what our community has to offer. .

What do you hope to accomplish by serving on this Committee?

I hope to continue on the path that has been set by the current and previous committee but, bring in what my years of experience in the home mortgage business and love for this community has taught me.

As a Past President of non-profit I am fully aware of what having active board members mean. I would not submit my applications if I knew I could not devote the time and effort that is need to be a standing member.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

Applicant's Signature

Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00354

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

APPOINTMENTS - ARCHITECTURAL REVIEW BOARD

RECOMMENDATION:

That City Council appoint two (2) representatives from the University of West Florida Historic (UWFHT) Trust and one (1) registered architect to the Architectural Review Board for a term of two years, expiring September 30, 2020.

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 district and governmental center district.

The following are incumbents that wish to be considered for reappointment or nominated by the University of West Florida Historic Trust:

Nominee

Registered Architect

Carter Quina

Nominated by

Incumbent

Representing the UWF Historic Trust

Anna Fogarty

UWF Historic Trust

Derek Salter

UWF Historic Trust

PRIOR ACTION:

City Council appoints members to this board on an annual basis.

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 - Carter Quina
- 3) ARB Cover Letter - Anna Fogarty
- 4) UWFHT ARB Letter - Anna Fogarty
- 5) Resume - Anna Fogarty
- 6) ARB Request - Derek Salter
- 7) UWFHT ARB Letter - Derek Salter
- 8) Application of Interest - Derek Salter
- 9) Ballot - Registered Architect
- 10) Ballot - Representing the UWF Historic Trust

PRESENTATION: No

Architectural Review Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Campbell Hatler, Susan	Business Owner-PHBD	Council	2	2018	9/30/2019	2/14/2013	2	
Campbell, Nina H.	Rep from Planning Board	Council	3	2018	9/30/2019	8/9/2011	2	
Crawford, Michael	Architect	Council	3	2018	9/30/2018	9/23/2010	2	
Jones, C. Ray	Rep. UWFHT	Council	1	2018	9/30/2018	9/25/2014	2	
Mead, II, George R.	Resident-North Hill	Council	2	2018	9/30/2019	9/26/2013	2	
Quina, Carter	Architect	Council	11	2018	9/30/2018	9/12/1994	2	
Townes, Ben	Arch. Rep.UWFHT	Council	5	2018	9/30/2018	8/24/2006	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) from the West Florida Historic Preservation, Inc., 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.

From: noreply@civicplus.com [<mailto:noreply@civicplus.com>]

Sent: Wednesday, August 1, 2018 6:14 AM

To: Ericka Burnett <EBurnett@cityofpensacola.com>; Robyn Tice <RTice@cityofpensacola.com>

Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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	Carter Quina
------	--------------

Home Address	284 W Gonzalez Street Pensacola, FL 32501
--------------	---

Business Address	400 W Romana Street Pensacola, FL 32502
------------------	---

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

Preferred Contact Phone Number(s)	8504335575
-----------------------------------	------------

Email Address	Cquina@ggarchitects.com
---------------	--

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

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 4

If yes, how long have you been a City resident? 34 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: Presently serving on the board and want to continue my community service. My way of giving back.

Do you currently serve on a board? Yes

If yes, which board(s)? ARB

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.](#)

July 20, 2018

Dear Ross,

If selected by the council, it would be my great pleasure to join the Architectural Review Board for the City of Pensacola. My experience in the design field has allowed me the opportunity to involve myself with a variety of project types, across multiple disciplines. I feel that this experience, combined with my general passion for design, will be valuable to the ARB.

In graduate school, I co-founded and served as the president for a small non-profit group whose mission was to improve public space in some of Post-Katrina New Orleans' most devastated neighborhoods. We had a passion for educating ourselves and others about storm water mitigation, best management practices and collaboration within the community. I was also an active member of the 2009 Boston Architectural College/Tufts University Solar Decathlon team. Sponsored by the U.S. Department of Energy, the international competition required that each team design, build and operate an energy-efficient, solar powered home. In my free time, I participated in a "moonlighting studio" with a local architecture firm. We gathered once a week to work on design competitions, from façade studies to public art projects.

Since moving to Pensacola in 2014, I haven't yet found my extracurricular niche, so to speak. I believe that joining the Architectural Review Board would offer me the opportunity to involve myself with local design and community - two things that are very important to me.

Thanks for your consideration!

Sincerely,

Anna Fogarty



UNIVERSITY of WEST FLORIDA

HISTORIC TRUST

August 28, 2018

The Pensacola City Council
City of Pensacola
222 West Main Street
Pensacola, FL 32502

Dear Council Members,

For over fifty years, the University of West Florida Historic Trust and the City of Pensacola have been partners in collecting and preserving the history of this city. With twenty-nine properties and approximately nine acres under its management, the UWF Historic Trust is one of the largest managers of historic properties in downtown Pensacola.

The Historic Trust also plays a vital role in protecting and promoting the many historic districts in Pensacola. This is accomplished by having an advisor on the Architectural Review Board and two members nominated by the Historic Trust. City code section 12-13-3 (A) allows the Historic Trust the opportunity to nominate candidates to serve on the Architectural Review Board. With a recent vacancy, a qualified individual interested in serving on the ARB has been identified. Anna Fogarty is an Interior Designer with Office Environments and is a resident of the City of Pensacola. She has design experience and knowledge of architectural history, which are important qualities for a potential ARB member to have.

The UWF Historic Trust ask the council to approve Anna Fogarty as a member of the Architectural Review Board.

Sincerely,

Robert Overton, Jr.
Executive Director

ANNA FOGARTY

122 N. K St., Pensacola, FL 32502 · 850-776-6464

fogarty.anna@gmail.com · www.linkedin.com/in/annafogarty

Design-passionate Pensacola resident seeking opportunities to expand her horizons and get involved in the community in which she has chosen to plant her roots.

EXPERIENCE

JULY 2018 – PRESENT

ACCOUNT EXECUTIVE, OFFICE ENVIRONMENTS

Consultative sales and project management for contract furniture customers of all project types, ranging from healthcare and education to commercial and military

APRIL 2014 – JULY 2018

PROJECT MANAGER/SALES, BUSINESS INTERIORS

Manage contract furniture projects ranging from \$25K to \$1M to ensure customer satisfaction in regards to design intent and implementation, budget, furniture specifications, customer presentations, project deadlines, logistics management, vendor relationships, production schedules, installation coordination and timely punch completion

NOVEMBER 2012 – MARCH 2014

INTERIOR DESIGNER, WALCOTT ADAMS VERNEUILLE ARCHITECTS

Maintained ongoing positive relationships with new and existing clients, provided interior design services for a variety of project types ranging from commercial and institutional to residential and hospitality, created construction drawings, conducted programming meetings to determine optimal space planning, furniture and finish specifications and presentation materials, coordinated with contractors, consultants and vendors and maintained materials library

EDUCATION

MAY 2011

MASTER OF INTERIOR DESIGN, BOSTON ARCHITECTURAL COLLEGE

Recipient of Herbert Glassman Practice Award (2009), Mark Walter Young Travel Scholarship (2007) and John Pilling Architecture Design Scholarship (2006). Participated in BAC/Tufts University Solar Decathlon Project (2009), Co-founder/President of Neutral Ground Initiative (2006 – 2010), a non-profit organization dedicated to improving public space in post-Katrina New Orleans

MAY 2002

BACHELOR OF MUSIC THERAPY, LOYOLA UNIVERSITY NEW ORLEANS

ACTIVITIES

Sunday's Child (2015 – present), Pensacola Chamber of Commerce, American Institute of Architects (Allied Member)

University of West Florida Historic Trust
120 Church street
Pensacola, Florida 32502

July 23, 2018

RE: City of Pensacola
Architecture Review Board Position

Members of the UWF Historic Trust Board of Directors,

I am Derek D. Salter and I would be honored for your consideration for nomination to the Pensacola Architecture Review Board.

I have been a resident of the City of Pensacola for the past 20 years. I moved to Pensacola after graduating college with a Bachelor of Architecture from Mississippi State University. One of the main reasons I chose Pensacola was the uniqueness of the historic downtown area and the history preserved through its Architecture.

I received my Florida Architect license in 2002 and over the years I've had a handful of opportunities to work on projects located in various districts covered by the ARB. These opportunities helped to provide insight into the uniqueness of each district and each request. Though I have never served on a board I am excited for the opportunity and committed to respect and follow the rules and procedures of the ARB to the best of my ability for the full term of the position.

Thank you again for your consideration.

Derek D. Salter



Architect
dsalter@dagarchitects.com
850-255-3366



UNIVERSITY of WEST FLORIDA
HISTORIC TRUST

July 24, 2018

The Pensacola City Council
City of Pensacola
222 West Main Street
Pensacola, FL 32502

Dear Council Members,

For over fifty years, the University of West Florida Historic Trust and the City of Pensacola have been partners in collecting and preserving the history of this city. With twenty-nine properties and approximately nine acres under its management, the UWF Historic Trust is one of the largest managers of historic properties in downtown Pensacola.

The Historic Trust also plays a vital role in protecting and promoting the many historic districts in Pensacola. This is accomplished by having an advisor on the Architectural Review Board and two members nominated by the Historic Trust. City code section 12-13-3 (A) allows the Historic Trust the opportunity to nominate candidates to serve on the Architectural Review Board. With a recent vacancy, a qualified individual interested in serving on the ARB has been identified. Derek Salter is an Architect with DAG Architects and is a resident of the City of Pensacola. He has worked on a number of projects within the historic districts and has an interest in architectural history.

The UWF Historic Trust ask the council to approve Mr. Salter as a member of the Architectural Review Board.

Sincerely,

Robert Overton, Jr.
Executive Director

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, July 25, 2018 10:59 AM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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	Derek D. Salter
------	-----------------

Home Address	1212 E. Lee St. Pensacola, FL 32503
--------------	-------------------------------------

Business Address	40 S. Palafox Pl. Suite 201 Pensacola, FL 32502
------------------	---

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

Preferred Contact Phone Number(s)	8502553366
-----------------------------------	------------

Email Address	dsalter@dagarchitects.com
---------------	--

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

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	5
If yes, how long have you been a City resident?	20 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Architecture Review Board
Please list the reasons for your interest in this position:	There is a historical richness to downtown Pensacola and surrounding areas apparent in the diversity of its historical Architecture. As Pensacola continues to grow, it is important to maintain the richness of our history through this Architecture and not loose it through the choice of current trends over context. Development is essential to growth, but thoughtful development is essential to maintaining a thriving community.
Do you currently serve on a board?	No
If yes, which board(s)?	Field not completed.
Do you currently hold a public office?	No
If so, what office?	Field not completed.
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian

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

(Section Break)

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

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

Ballot – **Architectural Review Board**

September 13, 2018

Term expiring September 30, 2020

Registered Architect

_____ Carter Quina

Vote for One

Signed: _____
Council Member

Ballot – **Architectural Review Board**

September 13, 2018

Term expiring September 30, 2020

Representing the UWF Historic Trust

_____ Anna Fogarty

_____ Derek Salter

Vote for Two

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00347

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Brian Spencer

SUBJECT:

REFERRAL TO PLANNING BOARD - PROPOSED AMENDMENT TO SECTION 12-12-4 - OF THE CODE OF THE CITY OF PENSACOLA--VACATION OF STREETS, ALLEYS

RECOMMENDATION:

That City Council refer to the Planning Board for review and recommendation a proposed amendment to Section 12-12-4 of the City Code - Vacation of streets, alleys.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently within the Land Development Code (LDC) there are no minimum standards regarding distances of right of way to remain in cases of vacations along roadways. Due to safety concerns as well as best practices in the furtherance of creating a more walkable and safe community, it is the desire of City Council to send this matter to the Planning Board for their review and recommendation.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Amendment Section 12-12-4

PRESENTATION: No

Sec. 12-12-4. - Vacation of streets, alleys.

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

- (A) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the community development department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.
- (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the ~~community development~~ **Planning** department at least twenty-one (21) days prior to the regularly scheduled meeting of the planning board.
 - (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
 - (3) No application shall be considered complete until all of the following have been submitted:
 - (a) The application shall be submitted on a form provided by the board secretary.
 - (b) Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 1. Accurate site plan drawn to scale;
 2. A legal description of the property proposed to be vacated;
 3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 4. Reason for vacation request;
 5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
 - (c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
 - (d) Any party may appear in person, by agent, or by attorney.
 - (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.
- (B) *Planning board review and recommendation.* The ~~community development~~ **Planning** department will distribute copies of the request to vacate to the appropriate city departments and public agencies for review and comment: Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the city planning department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting. **Any such vacation shall leave no less than 10' of right of way from the existing back-of-curb.**
- (1) *Public notice for vacation of streets, alleys.*
 - (a) A sign shall be prominently posted on the property to which the application pertains at least seven (7) days prior to the scheduled board meeting.

- (b) The ~~community~~ **Planning** department shall notify property owners within a three hundred-[foot] radius, as identified by the current county tax roll maps, of the property proposed for vacation with a public notice by post card at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (C) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.
 - (1) *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten (10) days prior to the public hearing. The community development department shall notify property owners by certified mail, as identified by the current county tax roll, at least fifteen (15) days prior to the city council public hearing.
 - (a) In case of an alley vacation request all adjacent owners shall be notified.
 - (b) In the case of a street vacation request, all property owners within three hundred (300) feet of the request shall be notified.
 - (2) *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective. **Any such vacation shall leave no less than 10' of right of way from the existing back-of-curb.**
 - (D) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.
 - (E) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.
 - (F) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

(Ord. No. 6-93, § 26, 3-25-93; Ord. No. 44-94, § 7, 10-13-94; Ord. No. 15-00, § 8, 3-23-00; Ord. No. 12-09, § 3, 4-9-09)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00353

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Sherri F. Myers

SUBJECT:

MORATORIUM ON OPENING BRUCE BEACH FOR PUBLIC ACCESS

RECOMMENDATION:

That City Council place a moratorium on opening Bruce Beach for public access until a plan has been submitted to the City Council and the Community Redevelopment Agency Board addressing the following:

1. Evaluation of the environmental impact on wildlife habitats
2. Evaluation of environmental impact on vegetation
3. Impact on the displacement of homeless residents and their pets that may be left behind
4. Access for persons with disabilities

HEARING REQUIRED: No Hearing Required

SUMMARY:

On May 8, 2014, City Council authorized the Mayor to execute a lease agreement with the Florida Fish and Wildlife Conservation Commission ("FWC") for the Bruce Beach property for the purpose of developing a fisheries, habitats, and education, research and restoration facility to be known as the Gulf Coast Marine Fisheries Hatchery and Enhancement Center.

In an email dated June 4, 2018, FWC's Assistant General Counsel notified the City Attorney that FWC desired to terminate the lease for the Bruce Beach premises. FWC has executed the necessary documents to allow the lease to be terminated by the Parties.

On June 14, 2018, City Council authorized the termination of the lease agreement with the Florida Fish and Wildlife Conservation Commission for the Bruce Beach premises.

There have been recent discussions about opening the Bruce Beach property to public access. This item will place a moratorium on opening this property to the public until such a time that the above listed issues have been addressed and presented to the City Council and CRA Board.

PRIOR ACTION:

June 20, 2011 - City Council authorized the Mayor to enter into lease negotiations with the Florida Fish and Wildlife Conservation Commission for the Bruce Beach location for the Florida Gulf Coast Marine Fisheries Hatchery and Enhancement Center.

May 8, 2014 - City Council authorized the Mayor to execute a lease agreement with the Florida Fish and Wildlife Conservation Commission for the property commonly known as “Bruce Beach” for the purpose of developing the Gulf Coast Marine Fisheries Hatchery and Enhancement Center.

December 8, 2016 - City Council conducted a quasi-judicial hearing and approved the Waterfront Redevelopment District Site Plan for the Florida Fish and Wildlife Conservation Commission Gulf Coast Marine Fisheries Hatchery and Enhancement Center to be located at 453 West Main Street.

June 14, 2018 - City Council authorized the termination of the lease agreement with the Florida Fish and Wildlife Conservation Commission for the Bruce Beach premises.

FUNDING:

N/A

FINANCIAL IMPACT:

None at this time

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00356

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

ACQUISITION OF PROPERTY LOCATED AT 605 W. INTENDENCIA, WHICH LIES WITHIN THE FOOTPRINT OF THE CORINNE JONES PARK

RECOMMENDATION:

That City Council authorize the Mayor to pursue the acquisition of property located at 605 W. Intendencia, which lies within the footprint of the Corinne Jones Park. Further that Council authorize the means necessary to obtain this property up to and including the use of the eminent domain process. Also, that City Council authorize a property appraisal be done on this piece of property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Property located at 605 W. Intendencia, which lies within the footprint of the Corinne Jones Park, has been listed for sale. Given the location of the property with respect to the park, it would be in the public interest to ensure that this property becomes part of the park.

Previous attempts to purchase this parcel have met with negative results.

PRIOR ACTION:

October 23, 2014 - City Council approved purchases of two (2) parcels of land to enhance the Government Street at Corinne Jones Park Stormwater Management Facility Design and Surrounding Public Improvements

FUNDING:

Budget:\$ 0

Actual:\$ TBD

FINANCIAL IMPACT:

Cost of obtaining the property and an appraisal of the property.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) 605 W. Intendencia (1)
- 2) 605 W. Intendencia (2)
- 3) Eminent Domain Statute
- 4) Parcel info- 605 W. Intendencia Street

PRESENTATION: No





For Sale
SEVILLE SQUARE
REALTY, LLC
850.712.4742

CHERYL YOUNG
AOL, CML, NIP
www.sevillesquare.net
850-712-4742 Call or Text

STATUTORY PROCESS GOVERNING MUNICIPAL EMINENT DOMAIN

73.015 Presuit negotiation.—

(1) Effective July 1, 2000, before an eminent domain proceeding is brought under this chapter or chapter 74, the condemning authority must attempt to negotiate in good faith with the fee owner of the parcel to be acquired, must provide the fee owner with a written offer and, if requested, a copy of the appraisal upon which the offer is based, and must attempt to reach an agreement regarding the amount of compensation to be paid for the parcel.

(a) No later than the time the initial written or oral offer of compensation for acquisition is made to the fee owner, the condemning authority must notify the fee owner of the following:

1. That all or a portion of his or her property is necessary for a project.
2. The nature of the project for which the parcel is considered necessary, and the parcel designation of the property to be acquired.
3. That, within 15 business days after receipt of a request by the fee owner, the condemning authority will provide a copy of the appraisal report upon which the offer to the fee owner is based; copies, to the extent prepared, of the right-of-way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, and pavement marking sheets, and driveway connection detail. The condemning authority shall provide any additional plan sheets within 15 days of request.
4. The fee owner's statutory rights under ss. 73.091 and 73.092,⁷ or alternatively provide copies of these provisions of law.
5. The fee owner's rights and responsibilities under paragraphs (b) and (c) and subsection (4), or alternatively provide copies of these provisions of law.

(b) The condemning authority must provide a written offer of compensation to the fee owner as to the value of the property sought to be appropriated and, where less than the entire property is sought to be appropriated, any damages to the remainder caused by the taking. The owner must be given at least 30 days after either receipt of the notice or the date the notice is returned as undeliverable by the postal authorities to respond to the offer, before the condemning authority files a condemnation proceeding for the parcel identified in the offer.

(c) The notice and written offer must be sent by certified mail, return receipt requested, to the fee owner's last known address listed on the county ad valorem tax roll. Alternatively, the notice and written offer may be personally delivered to the fee owner of the property. If there is more than one owner of a property, notice to one owner constitutes notice to all owners of the property. The return of the notice as undeliverable by the postal authorities constitutes compliance with this provision. The condemning authority is not required to give notice or a written offer to a person who acquires title to the property after the notice required by this section has been given.

(d) Notwithstanding this subsection, with respect to lands acquired under s. 253.025,⁸ the condemning authority is not required to give the fee owner the current appraisal before executing an option contract.

⁷ Provisions for pre-trial hearing and right to jury trial (see below)

(2) Effective July 1, 2000, before an eminent domain proceeding is brought under this chapter or chapter 74 by ... a ... municipality, ... for the condemnation of right-of-way, the condemning authority must make a good faith effort to notify the business owners, including lessees, who operate a business located on the property to be acquired.
... [omitted]

(3) At any time in the presuit negotiation process, the parties may agree to submit the compensation or business damage claims to nonbinding mediation. The parties shall agree upon a mediator certified under s. 44.102. In the event that there is a settlement reached as a result of mediation or other mutually acceptable dispute resolution procedure, the agreement reached shall be in writing. The written agreement provided for in this section shall incorporate by reference the right-of-way maps, construction plans, or other documents related to the taking upon which the settlement is based. In the event of a settlement, both parties shall have the same legal rights that would have been available under law if the matter had been resolved through eminent domain proceedings in circuit court with the maps, plans, or other documents having been made a part of the record.

(4) If a settlement is reached between the condemning authority and a property or business owner prior to a lawsuit being filed, the property or business owner who settles compensation claims in lieu of condemnation shall be entitled to recover costs in the same manner as provided in s. 73.091 and attorney's fees in the same manner as provided in s. 73.092, more specifically as follows:

(a) Attorney's fees for presuit negotiations under this section regarding the amount of compensation to be paid for the land, severance damages, and improvements must be calculated in the same manner as provided in s. 73.092(1) unless the parties otherwise agree.

(b) If business damages are recovered by the business owner[omitted]

(c) Presuit costs must be presented, calculated, and awarded in the same manner as provided in s. 73.091, after submission by the business or property owner to the condemning authority of all appraisal reports, business damage reports, or other work products for which recovery is sought, and upon transfer of title of the real property by closing, upon payment of any amounts due for business damages, or upon final judgment.

(d) If the parties cannot agree on the amount of costs and attorney's fees to be paid by the condemning authority, the business or property owner may file a complaint in the circuit court in the county in which the property is located to recover attorney's fees and costs.

This shall only apply when the action is by the Department of Transportation, county, municipality, board, district, or other public body for the condemnation of a road right-of-way.

(5) Evidence of negotiations or of any written or oral statements used in mediation or negotiations between the parties under this section is inadmissible in any condemnation proceeding, except in a proceeding to determine reasonable costs and attorney's fees.
History.—s. 57, ch. 99-385; s. 8, ch. 2001-256; s. 28, ch. 2016-233.

...

73.021 Petition; contents.—Those having the right to exercise the power of eminent domain may file a petition therefor in the circuit court of the county wherein the property lies, which petition shall set forth:

⁸ 253.025, F.S. governs acquisition of state lands; therefore it is not applicable here.

(1) The authority under which and the public use or purpose for which the property is to be acquired, and that the property is necessary for that public use or purpose;

(2) A description identifying the property sought to be acquired. The petitioners may join in the same action all properties involved in a planned project whether in the same or different ownership, or whether or not the property is sought for the same use;

(3) The estate or interest in the property which the petitioner intends to acquire;

(4) The names, places of residence, legal disabilities, if any, and interests in the property of all owners, lessees, mortgagees, judgment creditors, and lienholders, so far as ascertainable by diligent search, and all unknown persons having an interest in the property when the petitioner has been unable to ascertain the identity of such persons by diligent search and inquiry. If any interest in the property, or lien thereon, belongs to the unsettled estate of a decedent, the executor or administrator shall be made a defendant without joining the devisee or heir; if a trust estate, the trustee shall be made a defendant without joining the cestui que trust. **The court may appoint an administrator ad litem to represent the estate of a deceased person whose estate is not being administered, and a guardian ad litem for all defendants who are infants or are under other legal disabilities; and for defendants whose names or addresses are unknown.** A copy of the order of appointment shall be served on the guardian ad litem at least 10 days before trial unless he or she has entered an appearance;

...

(6) A statement that the petitioner has surveyed and located its line or area of construction, and intends in good faith to construct the project on or over the described property; and

(7) A demand for relief that the property be condemned and taken for the uses and purposes set forth in the petition, and that the interest sought be vested in the petitioner. History.—s. 1, ch. 65-369; s. 2, ch. 77-51; s. 358, ch. 95-147; s. 3, ch. 2006-11.

73.031 Process; service and publication.—

(1) Upon the filing of the petition, the clerk of the court shall issue a summons to show cause why the property should not be taken, directed “to all whom it may concern,” containing the names of all the defendants named in the petition, commanding them and any other persons claiming any interest in the property described to serve written defenses to the petition on a day specified in the summons not less than 28 nor more than 60 days from the date of the summons. A copy of the summons and the petition shall be served upon all resident defendants in the manner provided by law and not less than 20 days before the return day.

(2) If any defendant is alleged to be a nonresident of the state, or if the name or residence of any defendant is alleged to be unknown, or if personal service cannot be had upon any defendant for any other reason, the clerk shall cause a notice to be published at least once each week for 2 consecutive weeks prior to the return day in some newspaper published in the county; provided, however, that if the petitioner be a municipality and a newspaper is published therein, the notice shall be published in such a newspaper. This notice shall contain the names of the defendants to whom it is directed, a description of the property sought to be appropriated, the nature of the action, and the name of the court in which it is pending. The clerk shall mail a copy of the summons and the petition to each out-of-state defendant at the address as set forth in the petition. The clerk shall file a certificate of mailing which, together with proof of publication, shall constitute effective service as though the defendant had been personally served with process within this state.

(3) The failure of any party to receive notice by mail shall not invalidate the proceedings of the court or any order made pursuant to this chapter.

History.—s. 1, ch. 65-369; s. 2, ch. 90-279; s. 359, ch. 95-147.

73.032 Offer of judgment.—

(1) This section shall provide the exclusive offer of judgment provisions for eminent domain actions.

(2) The petitioner may serve a defendant with an offer of judgment no sooner than 120 days after the defendant has filed an answer and no later than 20 days prior to trial.

(3) A defendant may make an offer to have judgment entered against defendant for payment of compensation by petitioner only for an amount that is under \$100,000, and such offer may be served on petitioner no sooner than 120 days after the defendant has filed an answer and no later than 20 days prior to trial.

(4)(a) The offer of judgment must:

1. Be in writing;
2. Settle all pending claims with that party or parties exclusive of attorney's fees and costs;
3. State that the offer is made pursuant to this section;
4. Name the parties to whom the offer is made;
5. Briefly summarize any relevant conditions;
6. State the total amount of the offer; and
7. Include a certificate of service.

(b) The offer of judgment must be served in the same manner as other pleadings upon the parties to whom it is made, but may not be filed with the court unless it is accepted or unless filing is necessary to enforce this section.

(c) The offer of judgment shall be deemed rejected unless accepted by filing both a written acceptance and the written offer with the court within 30 days after service of the offer, or before the trial begins if less than 30 days. Upon proper filing of both the offer and acceptance, the court shall enter judgment thereon. A rejection of an offer terminates the offer.

(d) The party making the offer may withdraw the offer in a writing served on the opposing party before a written acceptance is filed with the court. Once withdrawn in this manner, an offer is void.

(e) An offer of judgment which is rejected or which is withdrawn does not preclude the making of a subsequent offer of judgment; however, any such subsequent offer of judgment shall automatically void the prior offer of judgment as if the same had never been made.

(5) If a defendant does not accept the offer of judgment made by the petitioner and the judgment obtained by the defendant, exclusive of any interest accumulated after the offer of judgment was initially made, is equal to or less than such offer, then the court shall not award any costs incurred by the defendant after the date the offer of judgment was rejected.

(6) If the petitioner rejects the offer of judgment made by defendant and the judgment obtained by defendant, exclusive of any interest accumulated after the offer of judgment was initially made, is equal to or is more than such offer, then the court shall award a reasonable attorney's fee to the defendant based on the factors set forth in s. 73.092(2) and (3).

(7) At the time an offer of judgment is made by the petitioner, the petitioner shall identify and make available to the defendant the construction plans, if any, for the project on which the offer is based.

(8) Evidence of an offer of judgment is admissible only in proceedings to enforce an accepted offer or to determine the costs to be awarded a defendant pursuant to subsection (5) or a reasonable attorney's fee pursuant to subsection (6).

History.—s. 53, ch. 90-136; s. 2, ch. 90-303; s. 1, ch. 94-162.

73.041 Acquiring or perfecting title after appropriation.—In any instance, where the petitioner has not acquired the title to or a necessary interest in any lands which it is using, or if at any time after an attempt to acquire such title or interest, it is found to be defective, the petitioner may proceed under this chapter to acquire or perfect such title or interest; provided, however, that the compensation to be allowed the defendants shall be determined as of the date of appropriation.

History.—s. 1, ch. 65-369.

73.051 Returns; defaults.—Any person interested in or having a lien upon the property, whether named as a defendant or not, may file his or her written defenses to the petition, as a matter of right, on or before the return date set in the notice or thereafter by leave of court. If a defendant does not file his or her defenses on or before the return date, defaults may be entered against the defendant, but nothing shall prevent any person who is shown by the record to be interested in the property from appearing before the jury to claim the amount of compensation that he or she conceives to be due for the property.

History.—s. 1, ch. 65-369; s. 1, ch. 70-285; s. 27, ch. 73-333; s. 360, ch. 95-147.

73.0511 Prelitigation notice.—Prior to instituting litigation, the condemning authority shall notify the fee owners of statutory rights under s. 73.091.

History.—s. 1, ch. 87-148.

73.061 Pretrial hearing.—

(1) Prior to the date of trial, the court may hold a hearing, in limine, to settle all disputed matters properly before it which must be determined prior to trial. Should it appear that the causes of action joined cannot be conveniently disposed of together, the court may order separate trials; provided, however, that any such actions shall be tried in the county in which the lands are located.

(2) The court in which an action in eminent domain is pending shall have jurisdiction and authority over any and all taxes and assessments encumbering the lands involved in such actions, and may stay or defer the enforcement of such taxes and assessments, including all applications for tax deeds, foreclosures and other enforcement proceedings, until final termination of such eminent domain actions. The said court may make such orders concerning such taxes and assessments as may be equitable and proper; provided, however, that ad valorem taxes levied upon any such lands shall be prorated against the owner to the date of taking.

History.—s. 1, ch. 65-369.

73.071 Jury trial; compensation; severance damages; business damages.—

(1) When the action is at issue, and only upon notice and hearing to set the cause for trial, the court shall impanel a jury of 12 persons as soon as practical considering the reasonable necessities of the court and of the parties, and giving preference to the trial of eminent domain cases over other civil actions, and submit the issue of compensation to them for determination, which issue shall be tried in the same manner as other issues of fact are tried in the circuit courts.

(2) The amount of such compensation shall be determined as of the date of trial, or the date upon which title passes, whichever shall occur first.

(3) The jury shall determine solely the amount of compensation to be paid, which compensation shall include:

(a) The value of the property sought to be appropriated;

(b) Where less than the entire property is sought to be appropriated, any damages to the remainder caused by the taking, including, when the action is by the Department of Transportation, county, municipality, board, district or other public body for the condemnation of a right-of-way, and the effect of the taking of the property involved may damage or destroy an established business of more than 4 years' standing before January 1, 2005, or the effect of the taking of the property involved may damage or destroy an established business of more than 5 years' standing on or after January 1, 2005, owned by the party whose lands are being so taken, located upon adjoining lands owned or held by such party, the probable damages to such business which the denial of the use of the property so taken may reasonably cause; any person claiming the right to recover such special damages shall set forth in his or her written defenses the nature and extent of such damages; and

...

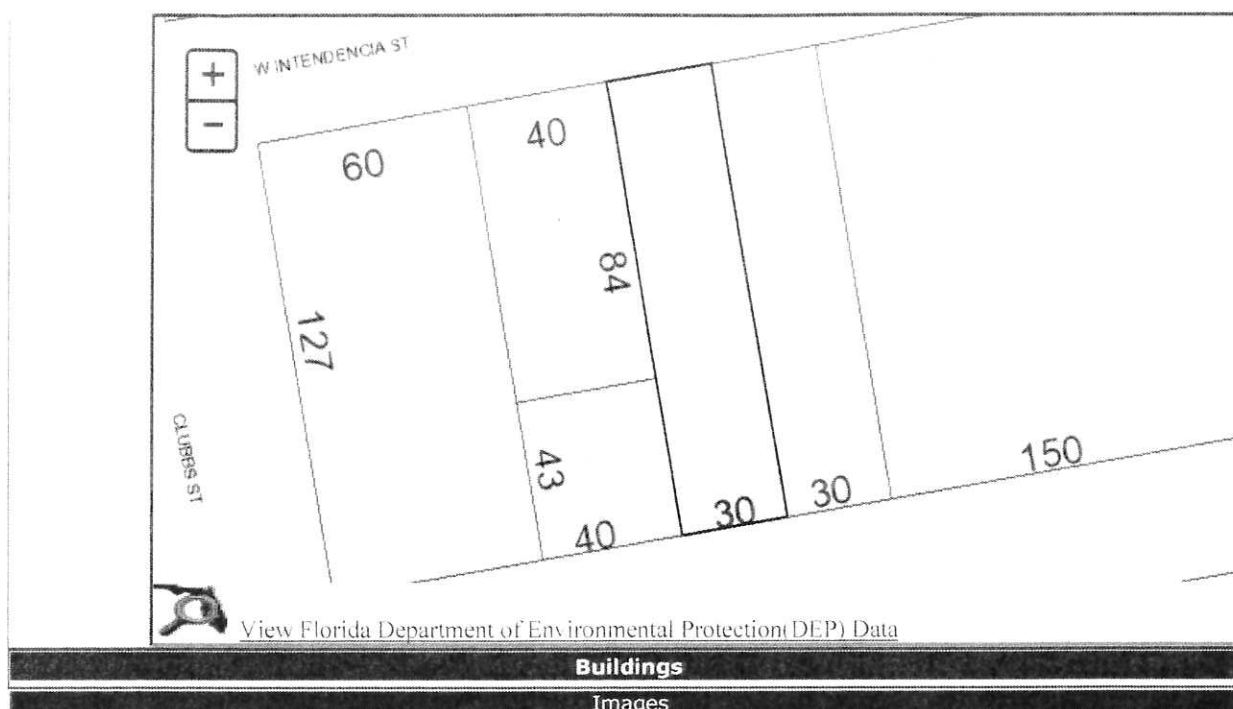
(4) When the action is by the Department of Transportation, county, municipality, board, district, or other public body for the condemnation of a road, canal, levee, or water control facility right-of-way, the enhancement, if any, in value of the remaining adjoining property of the defendant property owner by reason of the construction or improvement made or contemplated by the petitioner shall be offset against the damage, if any, resulting to such remaining adjoining property of the defendant property owner by reason of the construction or improvement. However, such enhancement in the value shall not be offset against the value of the property appropriated, and if such enhancement in value shall exceed the damage, if any, to the remaining adjoining property, there shall be no recovery over against such property owner for such excess.

(5) Any increase or decrease in the value of any property to be acquired which occurs after the scope of the project for which the property is being acquired is known in the market, and which is solely a result of the knowledge of the project location, shall not be considered in arriving at the value of the property acquired. For the purpose of this section, the scope of the project for which the property is being acquired shall be presumed to be known in the market on or after the condemnor executes a resolution which depicts the location of the project.

(6) The jury shall view the subject property upon demand by any party or by order of the court.

(7) If the jury cannot agree on a verdict the court shall discharge them, impanel a new jury, and proceed with the trial.

History.—s. 1, ch. 65-369; ss. 23, 35, ch. 69-106; s. 1, ch. 70-283; s. 1, ch. 77-51; s. 19, ch. 79-400; s. 36, ch. 85-180; s. 361, ch. 95-147; ss. 58, 59, ch. 99-385; ss. 56, 57, ch. 2002-20.



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

Last Updated: 09/04/2018 (tc.2363)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00269

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Sherri F. Myers

SUBJECT:

ANALYSIS OF GENTRIFICATION DUE TO URBAN REVITALIZATION

RECOMMENDATION:

That City Council allocate up to \$200,000 or an amount approved by City Council, to hire a consultant to perform an analysis of the impact of urban revitalization in the CRA urban core on the African American population in the city limits and that the consultant provide Council with recommendations to mitigate the dislocation, displacement, economic loss of affordable housing, and community resources in historically African American and low income communities. Further, the City Council direct the Council Executive to partner with the Community Redevelopment Agency staff in developing an RFP for engaging said consultant.

HEARING REQUIRED: No Hearing Required

SUMMARY:

For the past 30 years the African American population has been decreasing due to revitalization of the City's urban core CRA. Beginning with the whole sale removal and relocation of residents of Aragon Court, the African American population continues to decline. Historically African American neighborhoods are disappearing and being replaced by predominately white, wealthy populations. In the last several years there has been a dramatic increase in housing built in what has been traditionally African American communities. The building frenzy to build more and more housing that is out of reach of many low income minorities will escalate the exodus of African Americans from the CRA urban core and west side CRA districts. All over the country communities are rising up against the unbridled gentrification of minority and low income neighborhoods. Many communities are now adopting ordinances aimed at finding ways to stabilize inner city minority communities, rather than replace and dislocating communities. In our rush to "build Pensacola" many low income neighborhoods and individuals are being left in the dust.

The hiring of a consultant to study the potential impacts, both bad and good, on low income minority neighborhoods, will provide the City Council with a road map and strategic plan to engage and empower low income and minority neighborhoods and individuals to live, work, and thrive in the communities that belong to them and that they call home.

Source of funding to be determined.

PRIOR ACTION:

None

FUNDING:

Budget: 0

Actual: Up to \$ 200,000

FINANCIAL IMPACT:

Up to \$200,000 for consultant

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Demographic for CRA urban core population from 2000

PRESENTATION: No

Demographic Detail Summary

Geography: Urban Core CRA

Population Demographics

	2000 Census		2010 Census		2016B Estimates		2021 Projections		Percent Change 2000 to 2010 2016 to 2021	
Total Population	3,205		2,911		3,022		3,021		-9.1%	0.0%
Population Density (Pop/Sq Mi)	1384.500000		1,737.35		1,305.28		1,305.11		25.4%	0.0%
Total Households	1,447		1,471		1,509		1,528		1.6%	1.2%

Population by Gender:

Male	1,569	48.9%	1,451	49.8%	1,525	50.4%	1,536	50.8%	-7.5%	0.7%
Female	1,636	51.0%	1,460	50.1%	1,497	49.5%	1,485	49.1%	-10.7%	0.8%

Population by Race

	2000 Census		2010 Census		2016B Estimates		2021 Projections		Percent Change 2000 to 2010 2016 to 2021	
White	1,751	54.6%	1,819	62.4%	1,914	63.3%	1,900	62.8%	3.8%	0.7%
Black	1,346	41.9%	935	32.1%	928	30.6%	924	30.5%	-30.4%	0.3%
American Indian or Alaska Native	20	0.6%	16	0.5%	15	0.5%	15	0.5%	-21.2%	0.0%
Asian/Native Hawaiian/Other Pacific Islander	13	0.4%	53	1.8%	63	2.1%	70	2.3%	290.0%	9.6%
Some Other Race	8	0.2%	21	0.7%	25	0.8%	26	0.8%	166.9%	6.1%
Two or More Races	67	2.0%	66	2.2%	76	2.5%	85	2.8%	0.4%	11.7%

Population by Ethnicity

	2000 Census		2010 Census		2016B Estimates		2021 Projections		Percent Change 2000 to 2010 2016 to 2021	
Hispanic	53	1.6%	100	3.4%	119	3.9%	132	4.3%	87.1%	10.5%
Not Hispanic or Latino	3,152	98.3%	2,811	96.5%	2,903	96.0%	2,890	95.6%	-10.8%	0.4%

Population by Age

	2000 Census		2010 Census		2016B Estimates		2021 Projections		Percent Change 2000 to 2010 2016 to 2021	
0 to 4	150	4.6%	128	4.3%	132	4.3%	131	4.3%	-14.7%	0.4%
5 to 14	289	9.0%	229	7.8%	228	7.5%	240	7.9%	-20.6%	5.1%
15 to 19	132	4.1%	139	4.7%	130	4.3%	113	3.7%	5.4%	-13.2%
20 to 24	252	7.8%	247	8.5%	243	8.0%	168	5.5%	-1.8%	-31.0%
25 to 34	510	15.9%	429	14.7%	548	18.1%	602	19.9%	-15.7%	9.8%
35 to 44	474	14.7%	351	12.0%	330	10.9%	350	11.6%	-25.8%	5.9%
45 to 54	479	14.9%	514	17.6%	465	15.3%	392	12.9%	7.1%	-15.7%
55 to 64	279	8.7%	424	14.5%	458	15.1%	465	15.4%	52.0%	1.6%
65 to 74	355	11.0%	216	7.4%	254	8.4%	316	10.4%	-39.0%	24.1%
75 to 84	181	5.6%	154	5.2%	143	4.7%	151	5.0%	-15.0%	5.9%
85+	100	3.1%	76	2.6%	87	2.8%	90	2.9%	-24.5%	3.8%

Median Age:

	2000 Census		2010 Census		2016B Estimates		2021 Projections		Percent Change 2000 to 2010 2016 to 2021	
Total Population	40.6		43.1		42.0		42.1			
Households by Income										
	2000 Census		2010 Census		2016B Estimates		2021 Projections		Percent Change 2000 to 2010 2016 to 2021	
\$0 - \$15,000	455	31.4%	251	17.1%	226	15.0%	183	12.0%	-44.7%	-19.0%
\$15,000 - \$24,999	331	22.8%	259	17.6%	254	16.8%	224	14.6%	-21.5%	-11.9%
\$25,000 - \$34,999	256	17.7%	261	17.7%	245	16.2%	215	14.1%	1.9%	-11.9%
\$35,000 - \$49,999	225	15.5%	195	13.3%	195	12.9%	184	12.0%	-13.0%	-5.7%
\$50,000 - \$74,999	159	11.0%	188	12.8%	231	15.3%	251	16.4%	18.2%	8.6%
\$75,000 - \$99,999	34	2.3%	123	8.3%	128	8.5%	156	10.1%	259.7%	21.1%
\$100,000 - \$149,999	41	2.8%	136	9.2%	154	10.2%	207	13.5%	227.2%	34.4%
\$150,000 +	37	2.5%	54	3.7%	72	4.8%	105	6.9%	46.9%	45.4%
Average Hhld Income	\$37,943		\$54,183		\$58,603		\$70,074		42.7%	19.5%
Median Hhld Income	\$24,535		\$33,249		\$36,396		\$45,566		35.5%	25.1%
Per Capita Income	\$17,135		\$27,667		\$29,557		\$35,743		61.4%	20.9%
Employment										
	2000 Census		2010 Census		2016B Estimates		2021 Projections		Percent Change 2000 to 2010 2016 to 2021	
Total Population 16+	2,740		2,531		2,635		2,630		-7.6%	3.9%
Total Labor Force	1,512	55.1%	1,461	57.7%	1,492	56.6%	1,465	55.7%	-3.3%	-1.7%
Civilian, Employed	1,436	94.9%	1,336	91.4%	1,396	93.5%	1,370	93.4%	-6.9%	-1.9%
Civilian, Unemployed	52	3.4%	92	6.3%	63	4.1%	62	4.2%	76.9%	-1.4%
In Armed Forces	24	1.5%	33	2.2%	33	2.2%	34	2.3%	36.6%	2.3%
Not In Labor Force	1,228	44.8%	1,070	42.2%	1,143	43.3%	1,165	44.2%	-12.8%	1.9%
% Blue Collar	592	41.5%	425	31.8%	444	31.8%	435	31.1%	-28.1%	-2.0%
% White Collar	835	58.5%	910	68.1%	951	68.1%	934	66.8%	9.1%	-1.8%
Housing Units										
	2000 Census		2010 Census		2016B Estimates		2021 Projections		Percent Change 2000 to 2010 2016 to 2021	
Total Housing Units	1,792		1,805		1,812		1,831		0.7%	1.0%
Total Occupied Housing Units	n/a	n/a	1,471	81.5%	1,509	83.2%	1,528	83.4%	n/a	1.2%
Owner Occupied: Owned with a mortgage or loan	n/a	n/a	491	33.4%	430	28.5%	427	27.9%	n/a	0.8%
Owner Occupied: Owned free and clear	n/a	n/a	267	18.1%	297	19.6%	305	19.9%	n/a	2.7%
Renter Occupied	n/a	n/a	713	48.4%	782	51.8%	796	52.0%	n/a	1.8%
Vacant	344	19.2%	334	18.4%	304	16.7%	302	16.5%	-3.0%	0.3%
Vehicles Available										
	2000 Census		2010 Census		2016B Estimates		2021 Projections		Percent Change 2000 to 2010 2016 to 2021	
0 Vehicles Available	225	15.5%	156	10.6%	161	10.6%	162	10.6%	-30.5%	0.8%

	2000 Census		2010 Census		2016B Estimates		2021 Projections		Percent Change 2000 to 2010 2016 to 2021	
1 Vehicle Available	762	52.6%	701	47.6%	719	47.6%	729	47.7%	-8.0%	1.3%
2+ Vehicles Available	460	31.8%	614	41.7%	628	41.6%	636	41.6%	33.3%	1.3%
Average Vehicles Per Household	1.00		1.54		1.53		1.53		53.7%	0.1%

Marital Status

	2000 Census		2010 Census		2016B Estimates		2021 Projections		Percent Change 2000 to 2010 2016 to 2021	
Married, Spouse Present	687	24.8%	631	24.7%	740	27.8%	723	27.2%	-8.0%	-2.2%
Married, Spouse Absent	197	7.1%	90	3.5%	74	2.7%	76	2.8%	-54.2%	1.8%
Divorced	491	17.7%	363	14.2%	445	16.7%	446	16.8%	-25.9%	0.1%
Widowed	290	10.4%	296	11.5%	301	11.3%	306	11.5%	2.1%	1.6%
Never Married	1,102	39.8%	1,173	45.9%	1,101	41.3%	1,099	41.4%	6.3%	0.1%
Age 15+ Population	2,765		2,553		2,662		2,650		-7.6%	0.4%

Educational Attainment

	2000 Census		2010 Census		2016B Estimates		2021 Projections		Percent Change 2000 to 2010 2016 to 2021	
Grade K - 8	139	5.8%	122	5.6%	98	4.3%	97	4.1%	-11.7%	0.8%
Grade 9 - 11	448	18.8%	151	7.0%	155	6.7%	160	6.7%	-66.0%	3.2%
High School Graduate	519	21.7%	431	19.9%	469	20.5%	487	20.5%	-16.8%	3.7%
Some College, No Degree	455	19.1%	483	22.3%	464	20.3%	471	19.9%	6.1%	1.4%
Associates Degree	205	8.6%	178	8.2%	220	9.6%	232	9.8%	-13.2%	5.4%
Bachelor's Degree	356	14.9%	509	23.5%	566	24.7%	588	24.8%	43.1%	4.0%
Graduate Degree	213	8.9%	273	12.6%	298	13.0%	316	13.3%	28.4%	5.9%
No Schooling Completed	48	2.0%	16	0.7%	15	0.6%	15	0.6%	-66.2%	0.0%
Age 25+ Population	2,383		2,166		2,287		2,369		-9.0%	3.5%

Seasonal Population by Quarter

	2016 Estimates
Q2 2014	84
Q3 2014	83
Q4 2014	81
Q1 2015	96
Q2 2015	102
Q3 2015	99
Q4 2015	96
Q1 2016	107
Q2 2016	115

© 2016 Easy Analytic Software, Inc. (EASI®) All Rights Reserved, Alteryx, Inc.

© 2016 Experian Information Solutions, Inc. . All rights reserved

© 2016 Experian Marketing Solutions, Inc. . All rights reserved

© 2017, Easy Analytic Software, Inc.(EASI®) All Rights Reserved, Alteryx, Inc.

© 2017,by Experian

© 2017 Alteryx, Inc. Irvine, CA | 888-836-4274 | www.alteryx.com | *Powered by Alteryx®*



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00334

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor
Gerald Wingate, Council President

SUBJECT:

AEROSPACE MAINTENANCE REPAIR AND OVERHAUL (MRO) CAMPUS EXPANSION AT PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council commit funding in the amount of \$8 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion. Funding will support the construction of certain airfield infrastructure associated with the proposed development of a second MRO hangar and buildout of an aerospace campus at Pensacola International Airport.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On December 17, 2013 Mayor Hayward executed a nonbinding Memorandum of Understanding with ST Aerospace which allowed 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. On July 18, 2018 the Triumph Gulf Coast Board of Directors unanimously approved a \$56 million grant to the City of Pensacola to allow for development of an expanded MRO Campus.

The Mayor and Staff have a longer term strategy to grow the MRO capacity. Expanding taxiways and aprons to additional development sites will allow for the expansion of MRO capabilities to further diversify the economic development opportunities in the region, create additional high quality jobs, and support the burgeoning aviation industry in the State of Florida.

As part of this strategy and in anticipation of the associated growth, the Mayor and Staff have begun to identify possible funding sources to partially pay for the possible construction of additional facilities.

Pursuant to Section 288.8-17, Triumph Gulf Coast, Inc. was created to make awards from available funds to projects or programs that meet the priorities for economic recovery, diversification, and enhancement of the

disproportionately affected counties including Escambia. On July 5, 2018 an updated application for funds for Pensacola International Airport MRO Aviation Campus was submitted by the City of Pensacola to the Triumph Board of Directors for consideration.

At the July 18, 2018 meeting of the Triumph Board of Directors, the Board voted unanimously in support of preliminary approval of a \$56 million grant supporting major expansions of Pensacola International Airport's maintenance, repair and overhaul facilities stating that this transformative investment will directly create high-paying jobs and generate more jobs in support and supply areas and grow Northwest Florida as a leader in aviation and aerospace. The Triumph grant is contingent upon obtaining funding from other public and private entities in order to finance the cost of the entire MRO Aviation campus. Triumph's funds will be paid over a period of years with each payment dependent upon jobs created and sustained. The next step for the Pensacola project is an agreement on a term sheet that will stipulate, among other things, a payout schedule and performance requirements.

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 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.

FUNDING:

Budget: \$ 8,000,000 Local Option Sales Tax Series IV

Actual: Unknown At This Time

FINANCIAL IMPACT:

The Fiscal Year 2019 Proposed Budget included \$6 million for Economic Development Initiatives in Fiscal Year 2019. During the Budget Workshops, the Chief Financial Officer notified City Council that an additional \$2 million would be added for Fiscal Year 2021 to bring the City's commitment to \$8 million for the MRO expansion project. The additional \$2 million was made possible through revised revenue estimates based on the estimates received from the State of Florida as well as the revenues received during Fiscal Year 2018. No projects were affected with the additional \$2 million towards the MRO expansion project.

CITY ATTORNEY REVIEW: Yes

8/24/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00355

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

COMMUNITY MARITIME PARK OPTION AGREEMENT

RECOMMENDATION:

That City Council authorize the Mayor to negotiate and execute an option agreement through the Direct Negotiation Option for lots 3, 4, 5, 6, 7, 8, and 9 of the Community Maritime Park (CMP).

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Council Policy for disposition of properties by sale or lease allow for a Direct Negotiation Option. On August 23, 2018, an Option Agreement proposal was received by the Mayor for an 18-month period on the 7 vacant CMP parcels. In consideration, the City will receive a \$271,659 non-refundable Option Payment which is 20% of the post development base rent and consistent with the City listing for the CMP parcels per NAI Pensacola listing August 10, 2018.

The Option Agreement proposes development to be consistent with the UDA 2010 CRA Plan and develop in a cohesive way, the western side of downtown. The Agreement also adopts the 2015 City Council Approved Ground Sublease Template for the CMP Parcels and the City NAI Pensacola listed market rates for post development leases.

PRIOR ACTION:

August, 21, 2010 - Policy for Disposition of City Owned Real Property

February 9, 2017 - Amendment to City Policy for Disposition of City Owned Real Property

FUNDING:

N/A

FINANCIAL IMPACT:

The City will receive \$271,659 as a non-refundable 18 Month Option Payment in monthly installments of \$15,092.16, over an 18-month period.

CITY ATTORNEY REVIEW: Yes

9/4/2018

STAFF CONTACT:

Keith Wilkins, City Administrator

ATTACHMENTS:

- 1) Community Maritime Parcel and Vicinity Map
- 2) NAI Pensacola CMP Listing

PRESENTATION: No



Strong Economy.
Perfect Location.
What better time than now?

NAL Halford



Waterfront Development Opportunity

Determining Factor? Location, of course.



For Property Inquiries:

NAI Halford

DeeDee Davis, SIOR MICP

+1 850 433 0577

ddavis@naihalford.com

www.naihalford.com

Maritime Park Complex Out-Parcels



NAL Halford

DeeDee Davis, SIOR MICP

+1 850 433 0577

ddavis@nalhalford.com



Available Parcels

Property and Leasing Description

Land Area: Total of 9.48-acres (412,949 SF +/-) within 7 non-contiguous platted lots, as follows:

Lease Terms: Qualified, credit worth tenant. 30 year term.

	Parcel Size	Land Lease
Lot 3	0.26 acres, 11,326 sf +/-	\$2,062.50 / per mo.
Lot 4	3.02 acres, 131,551 sf +/-	\$21,083.33 /per mo.
Lot 5	1.74 acres, 75,794 sf +/-	\$13,750 /per mo.
Lot 6	0.84 acres, 36,590 sf +/-	\$6,645.83 /per mo.
Lot 7	1.48 acres, 64,469 sf +/-	\$13,291.66 /per mo.
Lot 8	1.75 acres, 76,230 sf +/-	\$15,583.33 /per mo.
Lot 9	0.39 acres, 16,988 sf +/-	\$3,116.66 /per mo

Nail Halford

DeeDee Davis, SIOR MICP

+1 850 433 0577

ddavis@nailhalford.com

www.nailhalford.com

Premier Waterfront Location.

*300 Blk. Main Street
Pensacola, FL. 32501*

Area Description:

Pensacola- Founded in 1559 by Don Tristan deLuna, Pensacola is the first European settlement in the United States. The city while steeped in history is decidedly cosmopolitan about its progress.

The subject property is located in the highly desirable downtown waterfront district, where there has been a serious trend underway for revitalization. The core of the downtown is 44 blocks of historic, architecturally beautiful businesses, chic shops, 5 star restaurants, galleries and much more.

To the northeast of property is South Palafox Street renovations along the Palafox corridor are simply first class with many historic buildings being restored to house upscale retail shops, restaurants and salons. A new multi-million dollar, landmark Bank of Pensacola was completed in the end of 2014 on the corner of Palafox and Main Street.

For Property Inquiries:

NAI Halford

DeeDee Davis, SIOR MICP

+1 850 433 0577

ddavis@naihalford.com

www.naihalford.com

Proven Record of Success
What can we do for you today?

Committed to Northwest Florida
Connected to the World

NAI Halford is the Northwest FL affiliate of NAI Global operating as a single unit offering full service, multi-market brokerage where you are and where you want to grow in Florida.

We are local experts working together with global management, shared processes, and cutting edge technology to deliver consistent, quality results.

Visit us at our website www.naihalford.com to find the broker best-suited to be your single point of contact to begin or continue your expansion in Florida.





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00258

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, 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. A vote is planned to occur prior to the September 2018 City Council Meeting. 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:

Beginning October 1, 2018 all entry level Police Officers and sworn Crime Scene Analyst IIs will be hired at the newly established minimum annual base pay of \$37,502.40.

Year One - FY 2019: (beginning October 1, 2018) All currently employed bargaining unit members will receive a Ten Percent (10%) adjustment to base pay up to the maximum cap of their assigned pay grade. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay adjustment will receive the equivalent 10% pay adjustment exceeding the maximum cap as a one-time bonus.

Year Two - FY 2020: (beginning October 1, 2019) All currently employed bargaining unit members will receive a 4% adjustment to base pay up to the maximum cap of their assigned pay grade. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay adjustment will receive the equivalent 4% pay adjustment exceeding the

maximum cap as a one-time bonus.

Year Three - FY 2021: (beginning October 1, 2020) All currently employed bargaining unit members will receive a 4% adjustment to base pay up to the maximum cap of their assigned pay grade. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay adjustment will receive the equivalent 4% pay adjustment exceeding the maximum cap as a one-time bonus.

Additional consideration is also provided in the contract to allow for a \$10,000 increase (\$30,000 Maximum Allowance per year for all FOP units combined) in tuition reimbursement benefits.

The City also will begin to randomly drug and alcohol test sworn law enforcement officers beginning October 1, 2018.

PRIOR ACTION:

None.

FUNDING:

The budgetary impact over the three years of the contract is \$2,517,100.

FINANCIAL IMPACT:

The additional costs associated with the adjustment for Fiscal Year 2019 have been included in the FY 2019 Proposed Budget. The additional costs for Fiscal Years 2020 and 2021 will be incorporated in their respective proposed budgets.

CITY ATTORNEY REVIEW: Yes

8/28/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer
Edward Sisson, Chief Human Resource Officer

ATTACHMENTS:

- 1) Tentative Collective Bargaining Agreement

PRESENTATION: No

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

Police Officers
Beginning October 1, 2018
Through and Including
September 30, 2021



INDEX 3

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

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 c).

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 to include Crime Scene Analyst I and 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
DEFINTIONS

- 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, work load 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 Crime Scene Analysts I and probationary 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 D"

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 Chief Human Resources Officer or 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 Chief Human Resources Officer 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 Chief Human Resources Officer 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, Crime Scene Analysts I, and 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/Administrator or designee on the Training and Travel Form. Training and travel requests for Department Directors/Administrators 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 HR Administrator 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/Administrator for approval and signature. The reconciled Training and Travel form for Department Directors/Administrators must be approved and signed by the City Administrator or designee. The City's Chief Financial Officer (CFO) 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 CFO 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 CFO 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/Administrator for approval prior to class registration. The Director/Administrator will determine if funds have been budgeted and are currently available in the Department's/Division'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 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 Chief Human Resources Officer. Once this determination has been made, then the approved request form (PF 202) will be submitted by the Director/Administrator to the Human Resources Office, 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 Chief Human Resources Officer 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 voluntarily 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 Chief Human Resources Officer for reimbursement purposes.

(3) Non-Job Related Courses

The City will reimburse 50% of tuition only for any employee who voluntarily 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.

20.6 The employees represented by this contract will be allotted a member on the Health Insurance Quality Circle committee.

This member will be selected by the **F.O.P.** Representative.

**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 Manual, Section E-4, Training and Education Policy.

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

1.

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:
 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 Personnel Administration Board prior to 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.
 - i. Temporary work spans three days or less within a six (6) month period.
 - ii. Shall be coordinated by the individual member involved.
 - iii. Not required to notify the Communication Center.
- b. Permanent work spans more than three calendar days within a six (6) month period.
 - i. Shall be coordinated by the individual member involved.
 - ii. 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 (PF-351) is initiated. A copy of this report shall be returned immediately to the employee's supervisor and the Human Resources Office. 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 or 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 Department of Human Resources, 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 (20) 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 Division 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 Chief Human Resources Officer 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 \$26,438.05 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.

The pay range for Police Officers and sworn Crime Scene Analyst IIs shall be a minimum of \$37,502.40 and a maximum of \$61,859.20 effective October 1, 2018.

34.2 Wages

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

October 1, 2018 all entry level Police Officers and sworn Crime Scene Analyst IIs will be hired at the newly established minimum annual base pay of \$37,502.40.

October 1, 2018 through September 30, 2019 – All currently employed bargaining unit members will receive a Ten Percent (10%) increase to base pay up to the maximum cap of their assigned pay grade. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 10% pay increase exceeding the maximum cap as a one-time bonus.

October 1, 2019 – All currently employed bargaining unit members shall receive a 4% increase in base pay. 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, 2020 – All currently employed bargaining unit members will receive a 4% increase to base pay up to the maximum cap. 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 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 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 Annual Increment Adjustments.

Bargaining unit members shall receive an annual incremental adjustment in compensation. "Annual incremental adjustment" shall have the same meaning as "step" under the civil service act. An employee's annual incremental adjustment within his or her pay range will be five (5) percent, not to exceed the maximum of the range. If the maximum of the range will not allow a five (5) percent increase then the incremental adjustment will be the percentage required to meet the maximum of the range.

- (a) The annual incremental adjustment will occur on the employee's incremental anniversary date on which the employee has served one (1) year at the lower rate within that range.
- (b) The incremental anniversary date will be set by the date of entrance into that range.
- (c) When the maximum pay for a range is increased pursuant to Section 9-3-21(4), the incremental adjustment date for an employee who reached the maximum pay for the range prior to the date of such increase shall be adjusted as follows:
 1. If the last promotion or incremental adjustment occurred in the fiscal year prior to the increase pursuant to Section 9-3-21(4), then the employee's next incremental adjustment date will be one year following the date of the employee's last incremental adjustment.
 2. If the last promotion or incremental adjustment did not occur in the fiscal year prior to the increase pursuant to Section 9-3-21(4), then the employee's incremental adjustment date will be October 1 of the increase.

- (d) The Mayor or designee may, upon recommendation by the Chief of Police, withhold an employee's annual incremental adjustment, if there is documented evidence that the employee is performing consistently at a level below standard during the previous year.
- (e) Annual incremental adjustments shall not be made during any fiscal year for which the city council does not appropriate funds for such adjustments. Nor shall there be any accrual of service during such year for future annual incremental adjustments. Accruals of periods of service for the purpose of determining seniority, pension benefits or any other employment benefit determined by a period of service shall not be affected by the provisions of this subsection.

34.5 Starting Salary of New Police Officers.

New Police Officers, Crime Scene Analysts I, and 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 Chief Human Resources Officer and the Mayor or designee.

34.6 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 Chief Human Resources Officer.

34.7 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.

34.8 Longevity Pay

34.9 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 Division 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.

34.10 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 Chief Human Resources Officer.

- (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)

34.11 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.

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, 2018 through September 30, 2021.
- 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

Ashton J. Hayward; III, Mayor

Shawn Dockery, Representative,
Florida State FOP

Chief Human Resources 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

STEP ONE: Date _____

Representative for City Signature

Agree _____

Disagree _____

Comments: _____

STEP TWO: Date _____

Representative for City Signature

Agree _____

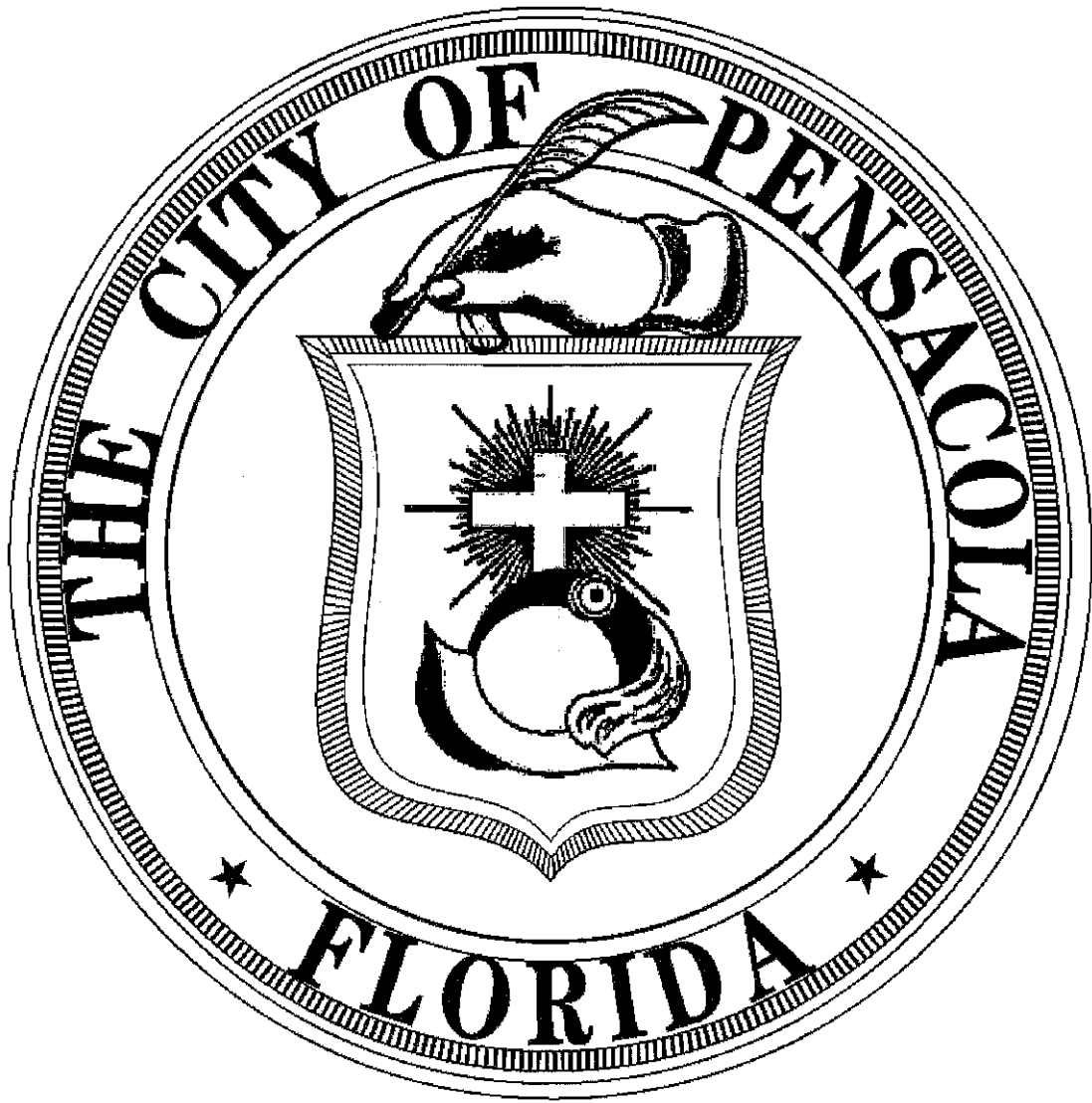
Disagree _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

APPENDIX C



CITY OF PENSACOLA DRUG-FREE WORKPLACE HANDOUT



City of Pensacola, FL

Drug Free Workplace Policy

I. STATEMENT OF POLICY

City of Pensacola, hereafter known as the "Employer" strives to provide a safe work environment and encourages personal health. In this regard, the Employer considers the abuse of drugs on the job to be an unsafe counter-productive work practice. Furthermore, we see substance abuse as a serious threat to our staff and the public. With these objectives in mind, the Employer has established the following policy with regard to the use, possession, and sale of illegal drugs and alcohol at work. **FL Statutes 112.0455 Drug-Free Workplace Act.**

Drug use has serious adverse effects upon a significant portion of the workforce, resulting in billions of dollars of lost productivity each year and posing a threat to the workplace and to public safety and security. Drug use creates a variety of workplace problems, including increased injury on the job, increased absenteeism, increased financial burden on health and benefit programs, increased workplace theft, decreased employee morale, decreased productivity, and a decline in the quality of products and services.

Drug addiction is a complex, yet treatable disease. We encourage those who abuse drugs or alcohol to seek help in overcoming their problem and participate in an alcohol and drug rehabilitation program.

Prior to testing, employees and job applicants shall be given a written policy statement. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe and drug free environment within government through fair and reasonable drug testing methods for the protection of public employees and employers. Our intention is to prevent and treat substance abuse.

It is the Employer's policy that an employee 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 premises (including parking lots) may be subject to disciplinary action up to and including discharge. 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 be reported to the Department Administrator.

Drugs prescribed by employee's physician may be taken during work hours. The employee should notify the supervisor if the use of properly prescribed medication will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

Employees must be in compliance with all federal drug laws and the Federal Controlled Substance Act and the Florida Drug Free Workplace Act, Chapter 112. Any and all information gathered as a result of the drug testing program is confidential and may not be disclosed except in accordance with procedures allowed under the Federal/State Statute, County or City policy.

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute no later than five calendar days after such conviction.

II. DEFINITIONS

DEFINITIONS. Except where the context otherwise requires, as used in this act:

- (a) "Drug" means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.
- (b) "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
- (c) "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. All initial tests must use an immunoassay procedure or an equivalent, or must use a more accurate scientifically accepted method approved by the Agency for Health Care Administration as more accurate technology becomes available in a cost-effective form.
- (d) "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- (e) "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing specimens, and reporting of test results.
- (f) "Job applicant" means a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test.
- (g) "Employee" means a person who works for salary, wages, or other remuneration for an employer.
- (h) "Employer" means an agency within state government that employs individuals for salary, wages, or other remuneration.
- (i) "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by s. 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- U) "Random testing" means a drug test conducted on employees who are selected through the use of a computer-generated random sample of an employer's employees.
- (k) "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing may not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:
 - 1. 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.
 - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
 4. Evidence that an individual has tampered with a drug test during employment with the current employer.
 5. Information that an employee has caused, or contributed to, an accident while at work.
 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- (L) "Specimen" means a tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites.
- (M) "Employee assistance program" means an established program for employee assessment, counseling, and possible referral to an alcohol and drug rehabilitation program.
- (N) "Special risk" means employees who are required as a condition of employment to be certified under chapter 633 or chapter 943.

III. POLICY AND WORK RULES

The Employer's policy is to employ a workforce free from the use of illegal drugs either on or off the job, and free from alcohol in the workplace. Any employee determined to be in violation of this policy is subject to disciplinary action up to and including termination, even for the first offense. It is a Standard of Conduct of the Employees of this Employer that employees shall not use illegal drugs or abuse legal ones. In order to maintain this standard, the Employer shall establish and maintain the programs and rules set forth here.

Employees/applicants who are directed by the City clinic staff or supervisor to report to the clinic or an approved collection facility, for a drug/alcohol test and refuse to take a drug or alcohol test may result in a refusal to hire; the employee forfeiting his or her eligibility for medical and indemnity benefits under State Workers' Compensation; and is cause for disciplinary action up to, and including, dismissal of the employee which may also cause denial of Unemployment Compensation.

A. Drug Testing Standards

All testing will be conducted by an Agency for Health Care Administration approved laboratory; positive and negative test results will be reviewed by a certified Medical Review Officer to assure accuracy. All testing, specimen collection, security measures, monthly reports, storage, handling, chain of custody procedures, and quality control procedures will be performed in accordance with appropriate State and Federal rules and regulations.

The Agency for Health Care Administration may adopt additional rules to support this law and Part II of Chapter 408, using criteria established by the US Department of Health & Human Services as guidelines for laboratories: standards for licensing; technical assistance; appropriate specimens; methods of analysis; minimum cut-off detection levels; chain of custody procedures; and a list of common medications by brand or common, brand, and chemical name.

B. General Procedures

The Employer will not discriminate against applicants for employment because of past substance abuse. It is the current abuse of drugs which prevents employees from properly performing their jobs and which, therefore, the Employer will not tolerate. No employee or applicant whose drug test is confirmed as positive shall be defined as a person with a "handicap". The Employer will pay for required drug and alcohol tests. The employee shall pay costs of non-required tests.

C. Initial Test

The initial screen for all drugs except alcohol shall use an immununoassay. For alcohol the initial test may be the enzyme oxidation methodology. The following cutoff levels shall be used when first screening specimens to find whether they are negative or need to be tested further with the confirmation test. All levels equal to or exceeding the following shall be reported as positive:

Alcohol	0.04%
Amphetamines	1000 ng/ml
Cannabinoids	50 ng/ml
Cocaine	300 ng/ml
Phencyclidine	25 ng/ml
Methaqualone	300 ng/ml
Opiates	2000 ng/ml
Barbiturates	300 ng/ml
Benzodiazepine	300 ng/ml
Synthetic Narcotics:	
Methadone	300 ng/ml
Propoxyphene	300 ng/ml

D. Confirmation Test

A positive finding will generate a confirmation test through the GC/MS (gas chromatography/mass spectrometry) method and the results will be kept confidential. A copy of any positive can be received by the employee by submitting his/her request in writing. As drug testing technology is constantly improving and state and federal laws governing said testing are changing almost as rapidly, the company may change the cut off levels without notice. The cut-off levels in effect for the GC/MS at the time of this printing are as follows:

Alcohol	0.04%
Amphetamines (amphetamine, methamphetamine)	500ng/ml
Cannabinoids	15 ng/ml
Cocaine Phencyclidine	150 ng/ml
Methaqualone Opiates	25 ng/ml
Codeine	150 ng/ml
Morphine	2000 ng/ml
6-Acetylmorphine	2000 ng/ml
Barbiturates	10 ng/ml
Benzodiazepine	150 ng/ml

Synthetic Narcotics:

Methadone

150 ng/ml

Propoxyphene

150 ng/ml

E. Confidentiality will be maintained pursuant to F.S 119.07(1)

All information, interviews, reports, statements, memoranda and drug and alcohol test results may not be received in evidence, discovery, or disclosed without a written consent by the donor, except when compelled by a hearing officer or a court of competent jurisdiction, or where deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding, or in defense of a civil or administrative matter, or for the purpose of reviewing certification of employees.

F. Types of Testing- F.S.S 112 authorizes 5 types of tests:

1. Pre-employment Drug Testing: Consistent with the Employer's policy opposing drug abuse and its commitment to a safe working environment, we have implemented a pre-employment drug testing policy. All job applicants will undergo screening for the presence of illegal drugs as a condition of employment. Applicants will be required to voluntarily submit to a urinalysis test at a laboratory chosen by the Employer after signing a consent and release form. Job applicants who refuse to submit to a drug test or have a positive confirmed drug test are basis for refusal to hire a job applicant. Special Risk and Safety-Sensitive job applicants are required to submit to a drug test, and a refusal to test or a positive confirmed drug test are a basis for refusal to hire the job applicant.

Active Employee Drug Testing: The Employer has adopted screening practices to identify employees who use illegal drugs. It shall be a condition of employment for all employees to refrain from reporting to work, or working with the presence of drugs or alcohol in his/her system, and to submit to drug testing.

2. Routine Fitness for Duty testing: An Employer may require an employee to test if conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the Policy or is scheduled for all members of an employment classification or group.

3. Reasonable Suspicion testing: An Employer may require an employee to submit to testing:

1. 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.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
4. Evidence that an individual has tampered with a drug test during employment with the current employer.
5. Information that an employee has caused, or contributed to, an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

An employee reporting for work visibly under the influence as determined by his/her supervisor and is unable to properly and safely perform required duties will be placed on administrative leave to allow for reasonable suspicion testing. If possible, the supervisor should first seek another supervisor's opinion of the employee's status. Then the supervisor should consult privately with the employee, in accordance with F.S.S. 112, to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is unfit for duty, the supervisor, as defined above, shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. Upon request, a copy of this documentation shall be given to the employee. The Supervisor should contact the City Nurse to arrange for testing at the earliest possible time. The employee should be provided safe transportation to the City Clinic or an approved collection facility, and accompanied by the supervisor or another employee. An employee such as this should not be allowed to drive.

If an employee is tested for reasonable suspicion, documentation will be placed in the employee's confidential file within five working days of the reasonable suspicion test. The Employer will provide to an employee (upon their request) a written report regarding the circumstances that formed the basis for reasonable suspicion. The original and signed report will be maintained in the confidential human resource records for one year.

4. Random Testing: The City may, through the use of an unbiased selection procedure, conduct random drug tests of employees occupying safety-sensitive or special-risk positions if the testing is performed in accordance with drug-testing rules adopted by the Agency for Health Care Administration and the department. Employees who are directed by the City clinic staff or a supervisor to report to the clinic or an approved collection facility, for a drug/alcohol test and who refuse to submit or who fails to appear within a reasonable time as determined by the clinic, are considered a "no show" and will be deemed a positive drug screen.

5. Return-to-duty and Follow-up Testing (not related to job injury): Employees who successfully complete a rehabilitation program, or as part of their rehabilitation program may return to work. The employee must agree a **Return-to-duty** test and **Follow-up** drug testing for up to two years following completion of a rehabilitation program. Follow-up testing will be unannounced and on a quarterly, semiannual, or annual basis for up to two years thereafter. Employees not complying with these conditions, or testing positive at any time during or following rehabilitation, will be terminated from employment.

G. Procedures

An employee bringing onto the Employer's premises or property, having possession of, possessing in the employee's body, blood or urine an amount above the threshold levels established by the Agency for Health Care Administration., or using, consuming, transferring, selling or attempting to sell, or transfer any form of illegal drug while on city business or at any time during the hours between the beginning and the end of the employee's working day, whether on city property or not, is guilty of misconduct and is subject to discipline including discharge or suspension without pay from employment, even for a first offense. Failure to submit to required non-duty related tests is misconduct and is grounds for disciplinary action up to, and including, dismissal.

Except for reasonable suspicion tests meeting the criteria listed above, All testing will be conducted by an Agency for Health Care Administration certified lab; Employees shall give either a, breath sample, and/or a urine sample at a hospital, clinic, approved collection facility, or accredited testing laboratory, as designated by the City Clinic. Positive and negative results will be reviewed by a Medical Review Officer to assure accuracy. All testing, sample collection, storage, handling, and chain of custody will be conducted in accordance with appropriate guidelines of State and Federal rules and regulations.

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

Documentation of a positive drug test result will be placed in the employee's confidential file within five working days, an Employer shall inform the employee in writing of the positive result, consequences of the result, and options available. If an employee is tested for reasonable suspicion, documentation of this test will be placed in the employee's confidential file within five working days of the reasonable suspicion test. The employee shall not be disciplined until a positive test results is communicated to the City.

Safety Sensitive, and Special Risk employees who have tested positive shall not be permitted to perform a safety-sensitive function. If a non-safety sensitive position is not available, the employee may be placed on leave status while participating in an alcohol and drug rehabilitation program. The employee must use a substance/alcohol program approved by the City. While in the program, the employee will be allowed to return to work upon approval by the clinic medical director and program administrator; if not, the employee may use all of their accrued personal time off leave and then may be placed on leave without pay under the City's temporary disability policy.

A Special Risk employee and other positions as designated by the Mayor or designee, may be discharged or disciplined for the first positive confirmed drug and/or alcohol test, pursuant to s. 893.13 .

All information received in regard to drug/alcohol testing results will be maintained in separate confidential files and only be used for the purposes spelled out in this document.

H. Medical Review Officer

A certified Medical Review Officer who is a medical physician shall review with the employee/applicant all positive test results concerning that employee/applicant within five (5) days of the test collection. If the employee tests positive the MRO shall contact said employee to determine if said employee has a valid medical prescription for the medication which caused the positive test result. If after that determination by the MRO that said prescription was valid then the MRO shall report the test as negative, however, if said employee has no justification or a valid prescription for testing positive then the MRO shall report that positive test to the city. Testing may exceed the five (5) days only when extraordinary circumstances have been communicated with both Employer and the Employee to allow for

reconsideration of administrative leave provided as well as proper time required to grieve or challenge test. An employee/applicant may consult with the MRO, (850)434-3782, after being tested in order to report any prescription or non-prescription drug use. No physician-patient relationship is created by the establishment and administration of a drug-testing program.

I. Education

Employee and Supervisor education and training will be conducted in a manner required by the appropriate state regulations.

J. Employee Assistance

The management of the Employer is aware that many personal or health problems can and do interfere with an employee's ability to perform on the job. These problems may include emotional and mental illness, family and marital stress, abuse of drugs and/or alcohol and others.

Employees whose job performance is not related to a lack of skill and who do not respond to the usual disciplinary procedures are usually in need of the attention of professionals. With proper treatment, many troubled employees can be restored to a satisfactory level of job performance. However, if the underlying problems or illnesses are ignored, they may worsen with time, rendering the person unemployable.

The Employer shall not discharge, discipline, or discriminate against an employee solely upon voluntarily seeking treatment for a drug or alcohol related problem if the employee has not previously tested positive for alcohol or drug use, or previously entered an alcohol and drug rehabilitation program. Participation in an Employee Assistance Program, or another mental health or substance abuse counseling program, will not affect the employee's future career advancement or employment, nor will it protect an employee from disciplinary action if substandard job performance continues. Employee Assistance is used in conjunction with discipline, not a substitute for discipline.

If an employee is unable to participate in outpatient rehabilitation, the employee may be placed on leave status while participating in a drug and alcohol rehabilitation program. The employee shall be permitted to use accumulated leave prior to being placed on leave without pay. Upon successful completion of the rehabilitation program, the employee shall be reinstated to the same or equivalent position.

The Human Resource Office will have a list of Drug and Alcohol Counselors and other mental health facilities available in your area. The employee may review this list discreetly. The costs of these services are the responsibility of the employee.

K. Grounds for Discipline or Termination:

An employee bringing onto the Employer's premises or property, having possession of, being under the influence of, possessing in the employee's body, blood, or urine in the amount set forth in Section III, Parts C & D; purposely tampering or adulterating a specimen; or using, consuming, transferring, selling, attempting to sell or transfer any form of illegal drug as defined above while on city business, or at any time during the hours between the beginning and ending of the employee's working day, whether on duty or not, whether on city property or not, is guilty of misconduct and subject to discipline including discharge or suspension without pay from employment, even for the first offense. Failure to submit to required drug and/or alcohol tests is considered refusal to test and is grounds for discharge from employment.

1. The Employer will use the Federal Department of Transportation guidelines to determine a refusal to test in the case of shy bladder or shy lung.
2. In the case of shy bladder or shy lung, the employee, within 5 working days, must secure evaluation from a licensed physician as to whether or not there is a medical condition for a failure to provide sufficient specimen.
3. In the case of psychological cause, the diagnosis must have been made prior to the test. Diagnosis such as typical anxiety is not acceptable.

Employees tested for reasonable suspicion may be placed on administrative leave status or placed in non-safety sensitive jobs pending the results of the required test and/or investigation. An employee with a negative result will be reinstated if suspended, with full back-pay and/or return to the same or equivalent position. A verified positive test will result in immediate disciplinary action up to and including termination of employment. However, if the employee's conduct in connection with the substance/alcohol abuse amounts to conduct for which the City may otherwise discipline the employee, the City may take action prior to knowing a positive test result. If the employee fails to complete the program, or fails to or cannot be rehabilitated, they may be terminated from their employment with the City.

L. Responsibilities of the Employee

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction.

- (1) The employee must notify his/her supervisor that his/her drug or medication (either prescribed or over-the-counter), may affect or impair his/her judgment or job performance or safety.. Violations of this requirement may result in disciplinary action.
- (2) The employee or job applicant must notify the laboratory of any administrative or civil action planned as a result of a positive test within five working days from receipt of notification.
- (3) The Employee has the right to contest the result of a positive drug test, in writing, within five working days of being notified in writing of the positive test result.

M. Rights of the Employee/Job Applicant

- (1) An employee or job applicant who receives a positive confirmed drug test may contest or explain the result to the Medical Review Officer/employer within five working days of receipt of the written test results.
- (2) The employee or job applicant has the right to consult with the Medical Review Officer for

technical information regarding the effects of prescription and over the counter medication on the drug test.

- (3) An employee or job applicant may, by written request, have the original specimen re-tested at another certified laboratory of their choice, at their expense.
- (4) The employee can request, in writing, a written report regarding the circumstances that formed the basis for their reasonable suspicion testing.

N. Drugs that may be Tested

The drugs are listed by chemical name and brand or common name.

Alcohol (ethanol, beer, wine, booze, alley juice, fire water, grog, hooch, rocket fuel)

Amphetamines (methamphetamine, amp, cinnamon, lemon drop, trash, tweak, crystal, crank, biphphetamine, desoxyn, dexedrine, speed)

Cannabinoids (marijuana, blunt, columbo, hash, hay, pot, joint, indo, roach, grass, weed, reefer)

Cocaine (coke, blast, flake, railers, ringer, toot, blow, nose candy, snow, crack, rock) **Phencyclidine** (PCP, angel dust, LSD, beast, blaze, Superman, tab, trips, hog)

Opiates (opium, codeine, morphine, heroin, dover's powder, paregoric, parepectolin, school boy, smack, tar, chasing the tiger)

Barbiturates (phenobarbital, tuinal, amytal, barbs, downers, tranqs)

Benzodiazepines (bennies, rophies, ativan, azene, clonopin, dalmane, diazepam, halcion, librium, poxipam, remestan, serax, tranxene, valium, veratrine, vivo!, xanax)

Methadone (dolophine, methadose, amidone, tizzies)

Propoxyphene (darvocet, darvon N, dolene, novopropoxyn)

O. When the Employer requires reporting of positive drug tests, this department will follow state procedures and release positive test results only to the appropriate governing authorities.

P. An employee or job applicant who has been disciplined or not hired may exhaust either the administrative appeal process or collective bargaining grievance, but not both.

Q. Federal Compliance:

The drug testing procedures provided in this section do not apply where the specific work performed requires employee or job applicants to be subject to drug testing pursuant to:

1. Federal regulations that specifically preempt state and local regulations;
2. Federal regulations or requirements implemented in connection with the operation of a federally regulated facilities;
3. Federal contracts where drug testing is conducted for safety, or protection of sensitive or proprietary data or national security; or
4. State agency rules that adopt federal regulations applicable to the interstate component of a federally regulated activity.

R. Subcontractor, Vendor, Consultant Requirements (Optional)

In all future contracts with individuals or organizations that wish to do business with the Employer a stipulation may be required in the contract or purchase order that requires the subcontractor, vendor, or consultant to have a substance abuse policy. The employees of such subcontractors, vendors, or consultants will be subject to the same rules of conduct and tests as the employees of the company. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the

company's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the company is not satisfied with the actions of the subcontractor, vendor, or consultant, the company can exercise its right to bar all of the subcontractor's employees from its premises or decline to do business with the subcontractor in the future. All expenses and penalties incurred by a subcontractor, vendor, or consultant as a result of a violation of the company's substance abuse policy shall be paid by the subcontractor, vendor, or consultant.

IV. CONCLUSION

The Employer's Drug Free Workplace Policy is not intended to be abusive or discriminatory nor to come into conflict with any public policy. This city considers drug testing to be only one of several steps to achieve a safe, healthy, and productive atmosphere for its employees. This policy is available for inspection by the job applicant or employees during regular business hours. This policy supersedes any information provided to applicants and/or employees either written or oral..

See Florida Drug Free Workplace Act, Chapter 112.0455, Public Officers and Employees.

See Florida Statutes, 440.102 Drug Free Workplace Program Requirements.

**OVER-THE-COUNTER AND PRESCRIPTION DRUGS THAT
COULD ALTER OR AFFECT
THE OUTCOME OF A DRUG TEST***

This sheet is for your information only.

Alcohol (all liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vicks Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40) proof, Contac Severe Cold Formula Night Strength is 25% (50) proof, and Listerine is 26.9% (54 proof).

Amphetamines (Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastine.)

Cannabinoids Marinol (Dronabinol, THC) **Cocaine** Cocaine

HCl topical solution (Roxanne) **Phencyclidine** Not legal by prescription.

Opiates (Donnalgel PG, Opium, Codeine, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Cantin and Roxana! (morphine sulfate), Percodan, Vicodin, Tussi-organidin, dover's powder, paregoric, parepectolin, etc.)

Barbiturates (Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fimicet, Esgic, Butisol, Mebral, Butabarbital, Butalbital, Phenrinin, Triad, etc.) **Benzodiazepines** (Ativan, Azene, Clonopin, dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax)

Methadone (dolophine, methadose)

Propoxyphene (darvocet, darvon N, dolene, novopropoxyn etc.)

* Due to the large number of obscure brand names and constant marketing of new products, this list cannot and is not intended to be all-inclusive.

Should you have any questions regarding this information you may contact: Drug

**Free Workplaces, Inc.
27 W. Romana Street
Pensacola, FL 32502
850-434-3782 or 800-430-3782
help@drugfreeworkplaces.com**

SUBSTANCE ABUSE PROFESSIONALS ACCESSABLE TO
CITY OF PENSACOLA EMPLOYEES

Patricia Vanderpool EAP Lifestyle Management
2m E. Government St.
Pensacola, FL 32502
251-621-5360

LOCAL DRUG AND ALCOHOL REHABILITATION PROGRAMS

Bradford Health Services 8333 N. Davis Hwy
Suite LLA
Pensacola, FL 32514
888-577-0012

CDAC Behavioral Healthcare
3804 N. g'h Ave. Pensacola, FL 32503
850-434-2724

Dr. John Bingham & Dr. Bret Turner
Cordova Counseling Center
4400 Bayou Blvd. Pensacola, FL 32503

Gulf Breeze Recovery
350 Pensacola Beach Blvd
Gulf Breeze, FL 32561
855-400-6190

Lakeview Center
4400 Hickory Shores Blvd. Gulf Breeze, FL 32563
850-932-9375

THE CITY OF PENSACOLA DRUG AND ALCOHOL INFORMATIONAL BROCHURE

Our Commitment to You

The City of Pensacola is committed to providing a drug free work environment. The following drugs are included in our employee drug testing:

General Drug Screen

791BsB-s Panel

Amphetamines

Cocaine

Marijuana Metabolites

Opiates

PCP

Police Department and Fire Department

795206-7 Panel and 794163-7 Panel

Amphetamines Barbiturates Benzodiazepines Cocaine

Marijuana Metabolites

Opiates

PCP



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00264

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

FLORIDA STATE FRATERNAL ORDER OF POLICE, INC. (FOP) POLICE SERGEANTS 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 Sergeants 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 Sergeant employees. The results of these negotiations are contained in the attached Tentative Collective Bargaining Agreement. A vote is planned to occur prior to the September 2018 City Council Meeting. 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 adjustments to the members of the collective bargaining unit:

Year One - FY 2019: (Beginning October 1, 2018) Three Percent (3%) pay adjustment to base pay up to the maximum cap of \$73,652.80. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay adjustment will receive the equivalent 3% pay adjustment exceeding the maximum cap as a one-time bonus.

Year Two - FY 2020: (Beginning October 1, 2019) Four Percent (4%) pay adjustment to base pay up to the maximum cap of \$73,652.80. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay adjustment will receive the equivalent 4% pay adjustment exceeding the maximum cap as a one-time bonus.

Year Three - FY 2021: (Beginning October 1, 2020) Four Percent (4%) increase to base pay up to the maximum cap of \$73,652.80. 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.

Additional consideration is also provided in the contract to allow for a \$10,000 increase (\$30,000 Maximum Allowance per year for all FOP units combined) in tuition reimbursement benefits.

The City also will begin to randomly drug and alcohol test sworn law enforcement officers beginning October 1, 2018.

PRIOR ACTION:

None

FUNDING:

The budgetary impact over the three years of the contract is \$344,300.

FINANCIAL IMPACT:

The additional costs associated with the pay adjustment for Fiscal Year 2019 have been included in the FY 2019 Proposed Budget. The additional costs for Fiscal Years 2020 and 2021 will be incorporated in their respective proposed budgets.

CITY ATTORNEY REVIEW: Yes

8/28/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer
Edward Sisson, Chief Human Resource Officer

ATTACHMENTS:

- 1) Tentative Collective Bargaining Agreement

PRESENTATION: No

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

Police Sergeants
Beginning October 1, 2018
Through and Including
September 30, 2021



INDEX

<u>Article</u>	<u>Title of Article</u>	<u>Page(s)</u>
(1)	Preamble to Agreement.....	2
(2)	Purpose and Intent.....	2
(3)	Recognition.....	2
(4)	Definitions.....	2-3
(5)	Residence	3
(6)	Security & Check-Off.....	3
(7)	No Strike Clause.....	3-4
(8)	Work Rules.....	4
(9)	Management Rights.....	4-5
(10)	RESERVED.....	6
(11)	Bill of Rights.....	6-7
(12)	Discipline & Discharge.....	7
(13)	Emergency Suspension.....	7
(14)	Grievance Procedure.....	8-10
(15)	Files.....	10
(16)	Tobacco Usage.....	11
(17)	Safety & Health.....	11
(18)	Fitness for Duty.....	11
(19)	Comprehensive Drug & Alcohol Abuse Policy & Procedures.....	11-14
(20)	Employee Benefits.....	14-18
(21)	Training Attendance.....	18-19
(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.....	23-25
(27)	Personal Time Off (PTO) Leave.....	26-27
(28)	Leave Sharing.....	27-28
(29)	Funeral Leave.....	28
(30)	Military Leave.....	29-30
(31)	Holidays.....	30-31
(32)	Hours of Work & Overtime Compensation.....	31-32
(33)	Compensation for Court Related Matters.....	32
(34)	Wages.....	33-34
(35)	Pensions.....	35-36
(36)	Promotions.....	36-37
(37)	FOP Activities.....	37
(38)	Bulletin Boards.....	37-38
(39)	Special Meetings.....	38
(40)	Hurricane Travel Team.....	38
(41)	Printing of Agreement.....	38
(42)	Entire Agreement.....	38
(43)	Severability.....	39
(44)	Term of Agreement.....	39
	Signature Page.....	39

Attachment A.....	40-42
Attachment B.....	43-44

ARTICLE 1 PREAMBLE TO AGREEMENT

- 1.1 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

- 2.1 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.

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 Certification 1440.
- 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 DEFINTIONS

- 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.

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

Sergeants 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. Riders will be limited to a four (4) hour duration, which can be waived by the individual officer. Sergeants are only required to have one (1) rider in a thirty (30) day period, which can be waived by the individual officer.

In the event that police sergeant is invited to represent the city or participating in a PPD funeral procession, the city will make arrangements to transport a sergeant'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, work load 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 his 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 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 Personnel Administration Policy, Pensacola Police Department Rules and Regulations, and Pensacola Police Department General Orders as they exist at the time of the action is taken.
- 12.2 Police Sergeants shall have the rights provided by Florida Statutes.
- 12.3 Police Sergeants shall have the option of utilizing the current Grievance Procedure established by this contract. Questions concerning contract interpretation and discipline will be submitted to arbitration.
- 12.4 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 (see attachment C).
- 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 Chief Human Resources Officer or 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 Chief Human Resources Officer 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 officer, at reasonable times, to inspect and make a copy of his or her personnel records or internal file. The Chief Human Resources Officer 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 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.
- 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, as outlined in Appendix B.

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/Administrator or designee on the Training and Travel Form. Training and travel requests for Department Directors/Administrators 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 Chief Human Resources Officer 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/Administrator for approval and signature. The reconciled Training and Travel form for Department Directors/Administrators must be approved and signed by the City Administrator or designee. The City's Chief Financial Officer (CFO) 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 CFO 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 CFO or designee.

(1) 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 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 department director for approval prior to class registration. The department 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 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 Chief Human Resources Officer. Once this determination has been made, then the approved request form (PF 202) will be submitted by the department director to the Human Resources Division, 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 Chief Human Resources Officer 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 voluntarily 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 Chief Human Resources Officer_for reimbursement purposes.

(3) Non-Job Related Courses

The City will reimburse 50% of tuition only for any employee who voluntarily 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.

20.6 The employees represented by this contract will be allotted a member on the Health Insurance Quality Circle committee. This member will be selected by the **F.O.P.** Representative.

**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 request 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 Manual, Section E-4, Training and Education Policy.
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 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 sergeant 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 fact that 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 sergeant.

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 sergeant 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)

- iii. May be coordinated by the individual member involved.
- iv. Responsibilities of the coordinator are to:
 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**

v. This employment spans more than three calendar days within a six (6) month period.

vi. It may be coordinated by the individual member involved.

vii. 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 Personnel Administration Board prior to 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.

i. Temporary work spans three days or less within a six (6) month period.

ii. Shall be coordinated by the individual member involved.

iii. Not required to notify the Communication Center.

b. Permanent work spans more than three calendar days within a six (6) month period.

i. Shall be coordinated by the individual member involved.

ii. 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 stature 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 (PF-351) is initiated. A copy of this report shall be returned immediately to the employee's supervisor and the Human Resources Division. 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 Division, 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 Chief Human Resources Officer. 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 Chief Human Resources Officer.
- (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 (20) 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. Sergeants may not accumulate more than 500 hours of Personal Time Off (PTO) during any calendar year. On the first day of the pay period beginning in January of each year, the employee's PTO balance will be reduced to the allowed maximum of 500 hours. These excess hours will be placed in an auxiliary PTO account. Employees will be able to use this leave for FMLA qualifying absences or may donate this leave.

Police Officers who are promoted to the rank of Sergeant shall receive a PTO payout as described:

The hours between 500 and the Officer's current maximum PTO payout (900 hours) will be paid to the employee upon their promotion to Sergeant.

Officer's with a PTO balance greater than their current maximum payout (900 hours) will have the hours over the maximum placed into an auxiliary PTO account which may be used as regular PTO or donated to employees in need. The employee will not be paid for any hours remaining in their auxiliary PTO account upon leaving City employment.

(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 the balance of their accrued PTO, but at no time shall that payout exceed the maximum of 500. The employee may not be paid for any hours remaining in their auxiliary PTO account upon leaving the City.

ARTICLE 28 LEAVE SHARING

- 28.1 A leave sharing program is hereby established for all classified, administrative professional, and appointed employees. The Mayor or designee shall establish the procedure by which the Chief Human Resources Officer 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 available in their PTO and Auxiliary PTO accounts. Employees may receive up to nine (9) months maximum of 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 Division 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 Division 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 Chief Human Resources Officer 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, and 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.
- 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 police sergeants 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** -- Police Sergeants 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) **Compensatory Time -** Police sergeants 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.
- (d) **Special Overtime Pay-** Shall be overtime hours that are paid at 1 1/2 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.)

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 forty-five (45) continuous minutes when the workload permits. Additionally, each employee working a ten (10) hour shift or more will be allowed a fifteen (15) minute break when 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 20.3 (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 20.3 (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 Sergeant, he/she will be compensated in the following manner:

- (A) For all off-duty employees on regular day off or approved leave, 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 police sergeants shall be a minimum of \$64,985.80 and a maximum of \$73,652.80

34.2 Wages

All actively employed Sergeants employed by the City on the effective date of the adjustment will receive the following wage adjustments:

October 1, 2018- Three Percent (3%) increase to base pay up to the maximum cap of \$73,652.80. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 3% pay increase exceeding the maximum cap as a one-time bonus..

October 1, 2019- Four Percent (4%) increase to base pay up to the maximum cap of \$73,652.80. 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, 2020 - Four Percent (4%) increase to base pay up to the maximum cap of \$73,652.80. 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 Sergeant Pay

When a Police Sergeant has served at least five (5) years of continuous service as a Police Sergeant with the City of Pensacola they shall receive 5% senior Sergeant pay for that employment milestone. Additionally, when a Police Sergeant has served at least 10 (ten) years of continuous service as a Police Sergeant with the City of Pensacola, they shall receive 5% senior Sergeant pay for that employment milestone.

34.4 Annual Increment Adjustments.

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 the Chief Human Resources Officer.

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 Chief Human Resources Officer 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 **Longevity Pay**

34.8 **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 Division 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.

34.9 **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 Chief Human Resources Officer.

- (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 Sergeants assigned to the positions listed in this section shall receive an amount equal to a five (5) percent increase
 - a- Traffic
 - b- Investigation
 - c- V & N
 - d- FTO Sergeant
 - e- DUI
 - f- K9

34.10 Canine Care.

Police Sergeants 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 Chief of Police.

ARTICLE 35 PENSIONS

35.1 Pensions

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 Sergeants 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 (1/2 or 0.5) 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 two hundred (200) hours annually for use as F.O.P. Pool Time. The total Pool Time may exceed two hundred (200) 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 two hundred (200) 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 Chief of Police 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. This bulletin board is intended to be utilized for F.O.P. purposes pertaining to all bargaining units at the Pensacola Police Department.
- 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 Hurricane Travel Team – 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 members 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 members were working within the member's jurisdiction.

ARTICLE 41 PRINTING OF AGREEMENT

- 41.1 The City will make 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 the date of ratification of this Agreement through September 30, 2021.
- 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 officers and representatives.

FOR THE CITY OF PENSACOLA

FRATERNAL ORDER OF POLICE

Ashton J. Hayward; III, Mayor

Shawn Dockery, Florida State FOP
Representative

Chief Human Resources Officer:

ATTEST:

City Clerk

THE DATE OF RATIFICATION OF THIS CONTRACT IS:

Attachment A

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

STEP ONE: Date _____

Representative for City Signature

Agree _____

Disagree _____

Comments: _____

STEP TWO: Date _____

Representative for City Signature

Agree _____

Disagree _____

Comments: _____

STEP THREE: Date _____

Representative for City Signature

Agree _____
Disagree _____

Comments: _____

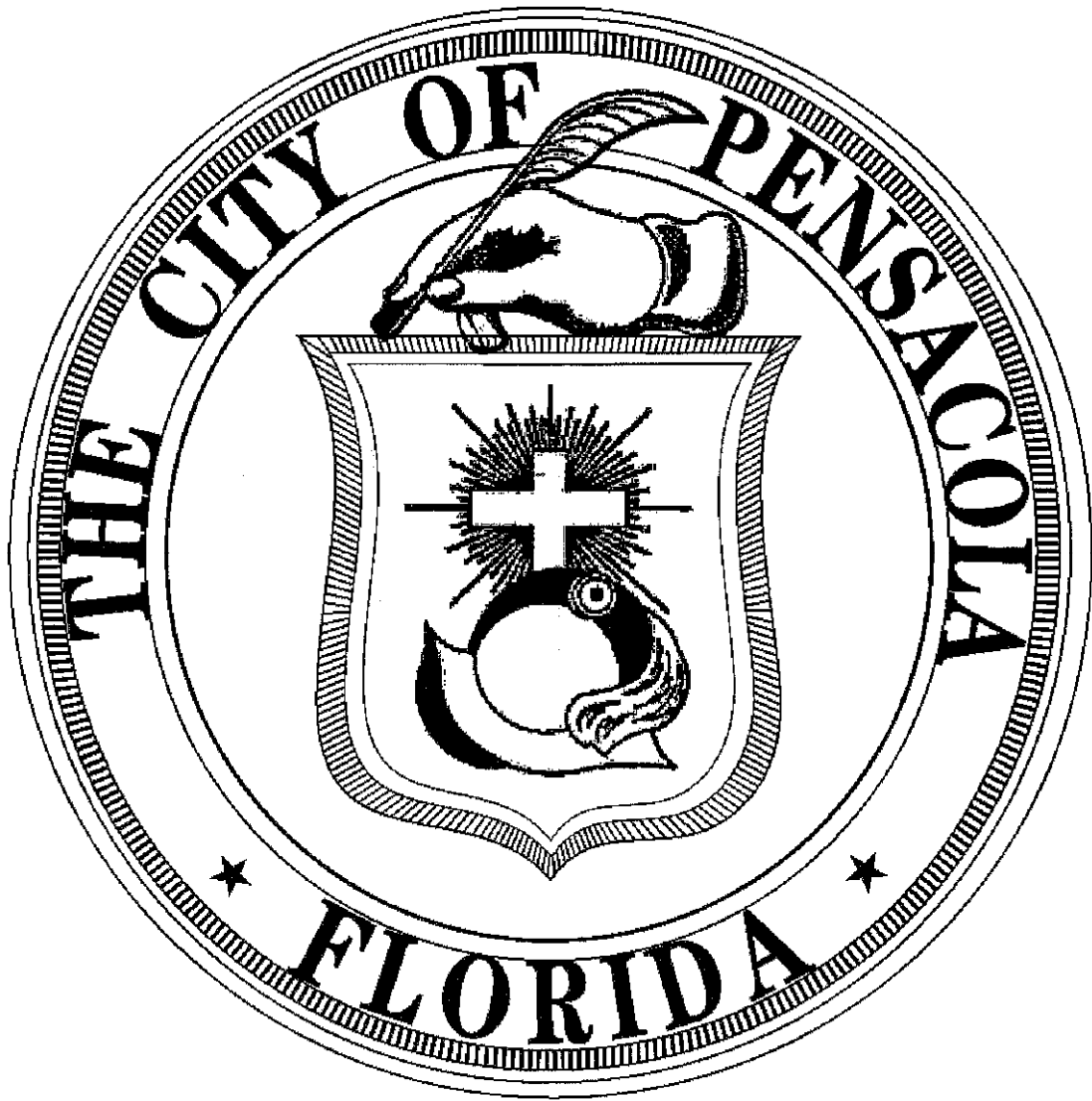
ADDITIONAL COMMENTS:[illegible]

Appendix B

APPENDIX B



CITY OF PENSACOLA
DRUG-FREE WORKPLACE HANDOUT



City of Pensacola, FL

Drug Free Workplace Policy

I. STATEMENT OF POLICY

City of Pensacola, hereafter known as the "Employer" strives to provide a safe work environment and encourages personal health. In this regard, the Employer considers the abuse of drugs on the job to be an unsafe counter-productive work practice. Furthermore, we see substance abuse as a serious threat to our staff and the public. With these objectives in mind, the Employer has established the following policy with regard to the use, possession, and sale of illegal drugs and alcohol at work. **FL Statutes 112.0455 Drug-Free Workplace Act.**

Drug use has serious adverse effects upon a significant portion of the workforce, resulting in billions of dollars of lost productivity each year and posing a threat to the workplace and to public safety and security. Drug use creates a variety of workplace problems, including increased injury on the job, increased absenteeism, increased financial burden on health and benefit programs, increased workplace theft, decreased employee morale, decreased productivity, and a decline in the quality of products and services.

Drug addiction is a complex, yet treatable disease. We encourage those who abuse drugs or alcohol to seek help in overcoming their problem and participate in an alcohol and drug rehabilitation program.

Prior to testing, employees and job applicants shall be given a written policy statement. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe and drug free environment within government through fair and reasonable drug testing methods for the protection of public employees and employers. Our intention is to prevent and treat substance abuse.

It is the Employer's policy that an employee 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 premises (including parking lots) may be subject to disciplinary action up to and including discharge. 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 be reported to the Department Administrator.

Drugs prescribed by employee's physician may be taken during work hours. The employee should notify the supervisor if the use of properly prescribed medication will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

Employees must be in compliance with all federal drug laws and the Federal Controlled Substance Act and the Florida Drug Free Workplace Act, Chapter 112. Any and all information gathered as a result of the drug testing program is confidential and may not be disclosed except in accordance with procedures allowed under the Federal/State Statute, County or City policy.

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute no later than five calendar days after such conviction.

II. DEFINITIONS

DEFINITIONS. Except where the context otherwise requires, as used in this act:

- (a) "Drug" means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.
- (b) "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
- (c) "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. All initial tests must use an immunoassay procedure or an equivalent, or must use a more accurate scientifically accepted method approved by the Agency for Health Care Administration as more accurate technology becomes available in a cost-effective form.
- (d) "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- (e) "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing specimens, and reporting of test results.
- (f) "Job applicant" means a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test.
- (g) "Employee" means a person who works for salary, wages, or other remuneration for an employer.
- (h) "Employer" means an agency within state government that employs individuals for salary, wages, or other remuneration.
- (i) "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by s. 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- U) "Random testing" means a drug test conducted on employees who are selected through the use of a computer-generated random sample of an employer's employees.
- (k) "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing may not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:
 - 1. 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.
 - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
 4. Evidence that an individual has tampered with a drug test during employment with the current employer.
 5. Information that an employee has caused, or contributed to, an accident while at work.
 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- (L) "Specimen" means a tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites.
- (M) "Employee assistance program" means an established program for employee assessment, counseling, and possible referral to an alcohol and drug rehabilitation program.
- (N) "Special risk" means employees who are required as a condition of employment to be certified under chapter 633 or chapter 943.

III. POLICY AND WORK RULES

The Employer's policy is to employ a workforce free from the use of illegal drugs either on or off the job, and free from alcohol in the workplace. Any employee determined to be in violation of this policy is subject to disciplinary action up to and including termination, even for the first offense. It is a Standard of Conduct of the Employees of this Employer that employees shall not use illegal drugs or abuse legal ones. In order to maintain this standard, the Employer shall establish and maintain the programs and rules set forth here.

Employees/applicants who are directed by the City clinic staff or supervisor to report to the clinic or an approved collection facility, for a drug/alcohol test and refuse to take a drug or alcohol test may result in a refusal to hire; the employee forfeiting his or her eligibility for medical and indemnity benefits under State Workers' Compensation; and is cause for disciplinary action up to, and including, dismissal of the employee which may also cause denial of Unemployment Compensation.

A. Drug Testing Standards

All testing will be conducted by an Agency for Health Care Administration approved laboratory; positive and negative test results will be reviewed by a certified Medical Review Officer to assure accuracy. All testing, specimen collection, security measures, monthly reports, storage, handling, chain of custody procedures, and quality control procedures will be performed in accordance with appropriate State and Federal rules and regulations.

The Agency for Health Care Administration may adopt additional rules to support this law and Part II of Chapter 408, using criteria established by the US Department of Health & Human Services as guidelines for laboratories: standards for licensing; technical assistance; appropriate specimens; methods of analysis; minimum cut-off detection levels; chain of custody procedures; and a list of common medications by brand or common, brand, and chemical name.

B. General Procedures

The Employer will not discriminate against applicants for employment because of past substance abuse. It is the current abuse of drugs which prevents employees from properly performing their jobs and which, therefore, the Employer will not tolerate. No employee or applicant whose drug test is confirmed as positive shall be defined as a person with a "handicap". The Employer will pay for required drug and alcohol tests. The employee shall pay costs of non-required tests.

C. Initial Test

The initial screen for all drugs except alcohol shall use an inununoassay. For alcohol the initial test may be the enzyme oxidation methodology. The following cutoff levels shall be used when first screening specimens to find whether they are negative or need to be tested further with the confirmation test. All levels equal to or exceeding the following shall be reported as positive:

Alcohol	0.04%
Amphetamines	1000 ng/ml
Cannabinoids	50 ng/ml
Cocaine	300 ng/ml
Phencyclidine	25 ng/ml
Methaqualone	300 ng/ml
Opiates	2000 ng/ml
Barbiturates	300 ng/ml
Benzodiazepine	300 ng/ml
Synthetic Narcotics:	
Methadone	300 ng/ml
Propoxyphene	300 ng/ml

D. Confirmation Test

A positive finding will generate a confirmation test through the GC/MS (gas chromatography/mass spectrometry) method and the results will be kept confidential. A copy of any positive can be received by the employee by submitting his/her request in writing. As drug testing technology is constantly improving and state and federal laws governing said testing are changing almost as rapidly, the company may change the cut off levels without notice. The cut-off levels in effect for the GC/MS at the time of this printing are as follows:

Alcohol	0.04%
Amphetamines (amphetamine, methamphetamine)	500ng/ml
Cannabinoids	15 ng/ml
Cocaine Phencyclidine	150 ng/ml
Methaqualone Opiates	25 ng/ml
Codeine	150 ng/ml
Morphine	2000 ng/ml
6-Acetylmorphine	2000 ng/ml
Barbiturates	10 ng/ml

Benzodiazepine	150 ng/ml
Synthetic Narcotics:	
Methadone	150 ng/ml
Propoxyphene	150 ng/ml

E. Confidentiality will be maintained pursuant to F.S 119.07(1)

All information, interviews, reports, statements, memoranda and drug and alcohol test results may not be received in evidence, discovery, or disclosed without a written consent by the donor, except when compelled by a hearing officer or a court of competent jurisdiction, or where deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding, or in defense of a civil or administrative matter, or for the purpose of reviewing certification of employees.

F. Types of Testing- F.S.S 112 authorizes 5 types of tests:

1. Pre-employment Drug Testing: Consistent with the Employer's policy opposing drug abuse and its commitment to a safe working environment, we have implemented a pre-employment drug testing policy. All job applicants will undergo screening for the presence of illegal drugs as a condition of employment. Applicants will be required to voluntarily submit to a urinalysis test at a laboratory chosen by the Employer after signing a consent and release form. Job applicants who refuse to submit to a drug test or have a positive confirmed drug test are basis for refusal to hire a job applicant. Special Risk and Safety-Sensitive job applicants are required to submit to a drug test, and a refusal to test or a positive confirmed drug test are a basis for refusal to hire the job applicant.

Active Employee Drug Testing: The Employer has adopted screening practices to identify employees who use illegal drugs. It shall be a condition of employment for all employees to refrain from reporting to work, or working with the presence of drugs or alcohol in his/her system, and to submit to drug testing.

2. Routine Fitness for Duty testing: An Employer may require an employee to test if conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the Policy or is scheduled for all members of an employment classification or group.

3. Reasonable Suspicion testing: An Employer may require an employee to submit to testing:

1. 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.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
4. Evidence that an individual has tampered with a drug test during employment with the current employer.
5. Information that an employee has caused, or contributed to, an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

An employee reporting for work visibly under the influence as determined by his/her supervisor and is unable to properly and safely perform required duties will be placed on administrative leave to allow for reasonable suspicion testing. If possible, the supervisor should first seek another supervisor's opinion of the employee's status. Then the supervisor should consult privately with the employee, in accordance with F.S.S. 112, to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is unfit for duty, the supervisor, as defined above, shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. Upon request, a copy of this documentation shall be given to the employee. The Supervisor should contact the City Nurse to arrange for testing at the earliest possible time. The employee should be provided safe transportation to the City Clinic or an approved collection facility, and accompanied by the supervisor or another employee. An employee such as this should not be allowed to drive.

If an employee is tested for reasonable suspicion, documentation will be placed in the employee's confidential file within five working days of the reasonable suspicion test. The Employer will provide to an employee (upon their request) a written report regarding the circumstances that formed the basis for reasonable suspicion. The original and signed report will be maintained in the confidential human resource records for one year.

4. Random Testing: The City may, through the use of an unbiased selection procedure, conduct random drug tests of employees occupying safety-sensitive or special-risk positions if the testing is performed in accordance with drug-testing rules adopted by the Agency for Health Care Administration and the department. Employees who are directed by the City clinic staff or a supervisor to report to the clinic or an approved collection facility, for a drug/alcohol test and who refuse to submit or who fails to appear within a reasonable time as determined by the clinic, are considered a "no show" and will be deemed a positive drug screen.

5. Return-to-duty and Follow-up Testing (not related to job injury): Employees who successfully complete a rehabilitation program, or as part of their rehabilitation program may return to work. The employee must agree a **Return-to-duty** test and **Follow-up** drug testing for up to two years following completion of a rehabilitation program. Follow-up testing will be unannounced and on a quarterly, semiannual, or annual basis for up to two years thereafter. Employees not complying with these conditions, or testing positive at any time during or following rehabilitation, will be terminated from employment.

G. Procedures

An employee bringing onto the Employer's premises or property, having possession of, possessing in the employee's body, blood or urine an amount above the threshold levels established by the Agency for Health Care Administration., or using, consuming, transferring, selling or attempting to sell, or transfer any form of illegal drug while on city business or at any time during the hours between the beginning and the end of the employee's working day, whether on city property or not, is guilty of misconduct and is subject to discipline including discharge or suspension without pay from employment, even for a first offense. Failure to submit to required non-duty related tests is misconduct and is grounds for disciplinary action up to, and including, dismissal.

Except for reasonable suspicion tests meeting the criteria listed above, All testing will be conducted by an Agency for Health Care Administration certified lab; Employees shall give either a, breath sample, and/or a urine sample at a hospital, clinic, approved collection facility, or accredited testing laboratory, as designated by the City Clinic. Positive and negative results will be reviewed by a Medical Review Officer to assure accuracy. All testing, sample collection, storage, handling, and chain of custody will be conducted in accordance with appropriate guidelines of State and Federal rules and regulations.

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

Documentation of a positive drug test result will be placed in the employee's confidential file within five working days, an Employer shall inform the employee in writing of the positive result, consequences of the result, and options available. If an employee is tested for reasonable suspicion, documentation of this test will be placed in the employee's confidential file within five working days of the reasonable suspicion test. The employee shall not be disciplined until a positive test results is communicated to the City.

Safety Sensitive, and Special Risk employees who have tested positive shall not be permitted to perform a safety-sensitive function. If a non-safety sensitive position is not available, the employee may be placed on leave status while participating in an alcohol and drug rehabilitation program. The employee must use a substance/alcohol program approved by the City. While in the program, the employee will be allowed to return to work upon approval by the clinic medical director and program administrator; if not, the employee may use all of their accrued personal time off leave and then may be placed on leave without pay under the City's temporary disability policy.

A Special Risk employee and other positions as designated by the Mayor or designee, may be discharged or disciplined for the first positive confirmed drug-and/or alcohol test, pursuant to s. 893.13 .

All information received in regard to drug/alcohol testing results will be maintained in separate confidential files and only be used for the purposes spelled out in this document.

H. Medical Review Officer

A certified Medical Review Officer who is a medical physician shall review with the employee/applicant all positive test results concerning that employee/applicant within five (5) days of the test collection. If the employee tests positive the MRO shall contact said employee to determine if said employee has a valid medical prescription for the medication which caused the positive test result. If after that determination by the MRO that said

prescription was valid then the MRO shall report the test as negative, however, if said employee has no justification or a valid prescription for testing positive then the MRO shall report that positive test to the city. Testing may exceed the five (5) days only when extraordinary circumstances have been communicated with both Employer and the Employee to allow for reconsideration of administrative leave provided as well as proper time required to grieve or challenge test. An employee/applicant may consult with the MRO, (850)434-3782, after being tested in order to report any prescription or non-prescription drug use. No physician-patient relationship is created by the establishment and administration of a drug-testing program.

I. Education

Employee and Supervisor education and training will be conducted in a manner required by the appropriate state regulations.

J. Employee Assistance

The management of the Employer is aware that many personal or health problems can and do interfere with an employee's ability to perform on the job. These problems may include emotional and mental illness, family and marital stress, abuse of drugs and/or alcohol and others.

Employees whose job performance is not related to a lack of skill and who do not respond to the usual disciplinary procedures are usually in need of the attention of professionals. With proper treatment, many troubled employees can be restored to a satisfactory level of job performance. However, if the underlying problems or illnesses are ignored, they may worsen with time, rendering the person unemployable.

The Employer shall not discharge, discipline, or discriminate against an employee solely upon voluntarily seeking treatment for a drug or alcohol related problem if the employee has not previously tested positive for alcohol or drug use, or previously entered an alcohol and drug rehabilitation program. Participation in an Employee Assistance Program, or another mental health or substance abuse counseling program, will not affect the employee's future career advancement or employment, nor will it protect an employee from disciplinary action if substandard job performance continues. Employee Assistance is used in conjunction with discipline, not a substitute for discipline.

If an employee is unable to participate in outpatient rehabilitation, the employee may be placed on leave status while participating in a drug and alcohol rehabilitation program. The employee shall be permitted to use accumulated leave prior to being placed on leave without pay. Upon successful completion of the rehabilitation program, the employee shall be reinstated to the same or equivalent position.

The Human Resource Office will have a list of Drug and Alcohol Counselors and other mental health facilities available in your area. The employee may review this list discreetly. The costs of these services are the responsibility of the employee.

K. Grounds for Discipline or Termination:

An employee bringing onto the Employer's premises or property, having possession of, being under the influence of, possessing in the employee's body, blood, or urine in the amount set forth in Section III, Parts C & D; purposely tampering or adulterating a specimen; or using, consuming, transferring, selling, attempting to sell or transfer any form of illegal drug as defined above while on city business, or at any time during the hours between the beginning and ending of the employee's working day, whether on duty or not, whether on city property or not, is guilty of misconduct and subject to discipline including discharge or suspension without pay from employment, even for the first offense. Failure to submit to required drug and/or alcohol tests is considered refusal to test and is grounds for discharge from employment.

1. The Employer will use the Federal Department of Transportation guidelines to determine a refusal to test in the case of shy bladder or shy lung.
2. In the case of shy bladder or shy lung, the employee, within 5 working days, must secure evaluation from a licensed physician as to whether or not there is a medical condition for a failure to provide sufficient specimen.
3. In the case of psychological cause, the diagnosis must have been made prior to the test. Diagnosis such as typical anxiety is not acceptable.

Employees tested for reasonable suspicion may be placed on administrative leave status or placed in non-safety sensitive jobs pending the results of the required test and/or investigation. An employee with a negative result will be reinstated if suspended, with full back-pay and/or return to the same or equivalent position. A verified positive test will result in immediate disciplinary action up to and including termination of employment. However, if the employee's conduct in connection with the substance/alcohol abuse amounts to conduct for which the City may otherwise discipline the employee, the City may take action prior to knowing a positive test result. If the employee fails to complete the program, or fails to or cannot be rehabilitated, they may be terminated from their employment with the City.

L. Responsibilities of the Employee

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction.

- (1) The employee must notify his/her supervisor that his/her drug or medication (either prescribed or over-the-counter), may affect or impair his/her judgment or job performance or safety.. Violations of this requirement may result in disciplinary action.
- (2) The employee or job applicant must notify the laboratory of any administrative or civil action planned as a result of a positive test within five working days from receipt of notification.
- (3) The Employee has the right to contest the result of a positive drug test, in writing, within five working days of being notified in writing of the positive test result.

M. Rights of the Employee/Job Applicant

- (I) An employee or job applicant who receives a positive confirmed drug test may contest or explain the result to the Medical Review Officer/employer within five working days of receipt of the written test results.

- (2) The employee or job applicant has the right to consult with the Medical Review Officer for technical information regarding the effects of prescription and over the counter medication on the drug test.
- (3) An employee or job applicant may, by written request, have the original specimen re-tested at another certified laboratory of their choice, at their expense.
- (4) The employee can request, in writing, a written report regarding the circumstances that formed the basis for their reasonable suspicion testing.

N. Drugs that may be Tested

The drugs are listed by chemical name and brand or common name.

Alcohol (ethanol, beer, wine, booze, alley juice, fire water, grog, hooch, rocket fuel)

Amphetamines (methamphetamine, amp, cinnamon, lemon drop, trash, tweak, crystal, crank, biphetamine, desoxyn, dexedrine, speed)

Cannabinoids (marijuana, blunt, columbo, hash, hay, pot, joint, indo, roach, grass, weed, reefer)

Cocaine (coke, blast, flake, railers, ringer, toot, blow, nose candy, snow, crack, rock) Phencyclidine (PCP, angel dust, LSD, beast, blaze, Superman, tab, trips, hog)

Opiates (opium, codeine, morphine, heroin, dover's powder, paregoric, parepectolin, school boy, smack, tar, chasing the tiger)

Barbiturates (phenobarbital, tuinal, amytal, barbs, downers, tranqs)

Benzodiazepines (bennies, rophies, ativan, azene, clonopin, dalmane, diazepam, halcion, librium, poxipam, remestan, serax, tranxene, valium, veratrine, vivo!, xanax)

Methadone (dolophine, methadose, amidone, tizzies)

Propoxyphene (darvocet, darvon N, dolene, novopropoxyn)

O. When the Employer requires reporting of positive drug tests, this department will follow state procedures and release positive test results only to the appropriate governing authorities.

P. An employee or job applicant who has been disciplined or not hired may exhaust either the administrative appeal process or collective bargaining grievance, but not both.

Q. Federal Compliance:

The drug testing procedures provided in this section do not apply where the specific work performed requires employee or job applicants to be subject to drug testing pursuant to:

1. Federal regulations that specifically preempt state and local regulations;
2. Federal regulations or requirements implemented in connection with the operation of a federally regulated facilities;
3. Federal contracts where drug testing is conducted for safety, or protection of sensitive or proprietary data or national security; or
4. State agency rules that adopt federal regulations applicable to the interstate component of a federally regulated activity.

R. Subcontractor, Vendor, Consultant Requirements (Optional)

In all future contracts with individuals or organizations that wish to do business with the Employer a stipulation may be required in the contract or purchase order that requires the subcontractor, vendor, or consultant to have a substance abuse policy. The employees of such

subcontractors, vendors, or consultants will be subject to the same rules of conduct and tests as the employees of the company. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the company's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the company is not satisfied with the actions of the subcontractor, vendor, or consultant, the company can exercise its right to bar all of the subcontractor's employees from its premises or decline to do business with the subcontractor in the future. All expenses and penalties incurred by a subcontractor, vendor, or consultant as a result of a violation of the company's substance abuse policy shall be paid by the subcontractor, vendor, or consultant.

IV. CONCLUSION

The Employer's Drug Free Workplace Policy is not intended to be abusive or discriminatory nor to come into conflict with any public policy. This city considers drug testing to be only one of several steps to achieve a safe, healthy, and productive atmosphere for its employees. This policy is available for inspection by the job applicant or employees during regular business hours. This policy supersedes any information provided to applicants and/or employees either written or oral..

See Florida Drug Free Workplace Act, Chapter 112.0455, Public Officers and Employees.

See Florida Statutes, 440.102 Drug Free Workplace Program Requirements.

**OVER-THE-COUNTER AND PRESCRIPTION DRUGS THAT
COULD ALTER OR AFFECT
THE OUTCOME OF A DRUG TEST***

This sheet is for your information only.

Alcohol (all liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vicks Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40) proof, Contac Severe Cold Formula Night Strength is 25% (50) proof, and Listerine is 26.9% (54 proof).

Amphetamines (Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastine.)

Cannabinoids Marinol (Dronabinol, THC) **Cocaine** Cocaine

HCl topical solution (Roxanne) **Phencyclidine** Not legal by prescription.

Opiates (Donnalgel PG, Opium, Codeine, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guafesin AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxane (morphine sulfate), Percodan, Vicodin, Tussi-organidin, dovan's powder, paregoric, parepectolin, etc.)

Barbiturates (Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotunate, Fiorinal, Fimicet, Esgic, Butisol, Mebril, Butabarbital, Butalbital, Phenirmin, Triad, etc.) **Benzodiazepines** (Ativan, Azene, Clonopin, dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Vertran, Halcion, Paxipam, Restoril, Centrax)

Methadone (dolorphin, methadone)

Propoxyphene (darvocet, darvon N, dolene, novopropoxyn etc.)

* Due to the large number of obscure brand names and constant marketing of new products, this list cannot and is not intended to be all-inclusive.

Should you have any questions regarding this information you may contact: Drug

**Free Workplaces, Inc.
27 W. Romana Street
Pensacola, FL 32502
850-434-3782 or 800-430-3782
help@drugfreeworkplaces.com**

SUBSTANCE ABUSE PROFESSIONALS ACCESSABLE TO
CITY OF PENSACOLA EMPLOYEES

Patricia Vanderpool EAP Lifestyle Management
2m E. Government St.
Pensacola, FL 32502
251-621-5360

LOCAL DRUG AND ALCOHOL REHABILITATION PROGRAMS

Bradford Health Services 8333 N. Davis Hwy
Suite LLA
Pensacola, FL 32514
888-577-0012

CDAC Behavioral Healthcare
3804 N. 9th Ave. Pensacola, FL 32503
850-434-2724

Dr. John Bingham & Dr. Bret Turner
Cordova Counseling Center
4400 Bayou Blvd. Pensacola, FL 32503

Gulf Breeze Recovery
350 Pensacola Beach Blvd
Gulf Breeze, FL 32561
855-400-6190

Lakeview Center
4400 Hickory Shores Blvd. Gulf Breeze, FL 32563
850-932-9375

THE CITY OF PENSACOLA DRUG AND ALCOHOL INFORMATIONAL BROCHURE

Our Commitment to You

The City of Pensacola is committed to providing a drug free work environment.
The following drugs are included in our employee drug testing:

General Drug Screen

791BsB's Panel

Amphetamines

Cocaine

Marijuana Metabolites

Opiates

PCP

Police Department and Fire Department

795206-7 Panel and 794163-7 Panel

Amphetamines Barbiturates

Benzodiazepines Cocaine

Marijuana Metabolites

Opiates

PCP



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00265

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

FLORIDA STATE FRATERNAL ORDER OF POLICE, INC. (FOP) POLICE LIEUTENANTS 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 Lieutenants 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 Lieutenant employees. The results of these negotiations are contained in the attached Tentative Collective Bargaining Agreement. A vote is planned to occur prior to the September 2018 City Council Meeting. 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 adjustments to the members of the collective bargaining unit:

The maximum and pay cap for Police Lieutenant is established at and shall not exceed \$83,990.40 annually.

Year One - FY 2019: (Beginning October 1, 2018) If still actively employed as Police Lieutenant, the City will adjust the annual salaries of Lt. Erik Goss, Lt. James Reese, and Lt. Matthew Coverdale to \$80,275.73. (This amount reflects an initial adjust to the annual salary of \$77,937.60, as well as an additional pay adjustment of 3% consistent with of members of the Lieutenant unit).

Except for the three Lieutenants identified above, the remaining Lieutenants will receive a three Percent (3%) pay adjustment to base pay up to the maximum cap of \$83,990.40. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay adjustment will receive the equivalent 3% pay adjustment exceeding the maximum cap

as a one-time bonus.

Year Two - FY 2020: (Beginning October 1, 2019) Three Percent (3%) pay adjustment to base pay up to the maximum cap of \$83,990.40. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay adjustment will receive the equivalent 3% pay adjustment exceeding the maximum cap as a one-time bonus.

Year Three - FY 2021: (Beginning October 1, 2020) Three Percent (3%) pay adjustment to base pay up to the maximum cap of \$83,990.40. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay adjustment will receive the equivalent 3% pay adjustment exceeding the maximum cap as a one-time bonus.

Additional consideration is also provided in the contract to allow for a \$10,000 increase (\$30,000 Maximum Allowance per year for all FOP units combined) in tuition reimbursement benefits.

The City also will begin to randomly drug and alcohol test sworn law enforcement officers beginning October 1, 2018.

PRIOR ACTION:

None

FUNDING:

The budgetary impact over the three years of the contract is \$224,100.

FINANCIAL IMPACT:

The additional costs associated with the pay adjustment for Fiscal Year 2019 have been included in the FY 2019 Proposed Budget. The additional costs for Fiscal Years 2020 and 2021 will be incorporated in their respective proposed budgets.

CITY ATTORNEY REVIEW: Yes

8/28/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer
Edward Sisson, Chief Human Resource Officer

ATTACHMENTS:

- 1) Tentative Collective Bargaining Agreement

PRESENTATION: No

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

Lieutenants
Beginning October 1, 2018
Through and Including
September 30, 2021



INDEX

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

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 Lodge Fraternal Order of Police, Inc., hereafter referred to as the, “F.O.P.,” or the “Union,”

ARTICLE 2 PURPOSE AND INTENT

- 2.1 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 c).

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 1664.
- 3.2 It is further understood and agreed that a Staff Representative of the Florida State Lodge 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.

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 to terms and provisions of this Agreement.

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, work load 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, City of Pensacola's 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 BILL OF RIGHTS

- 10.1 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 according to the police officer's bill of rights.
- 10.2 The tenants of this article shall change as the Florida State Statute changes; however, the rights granted by this article cannot be diminished even if the statute is changed to diminish those rights.

ARTICLE 11 DISCIPLINE & DISCHARGE

- 11.1 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 Personnel Rules and regulations, Pensacola Police Department Personnel Rules and Regulations, Pensacola Police Department General Orders as they exist at the time the action is taken.

- 11.2 Police Lieutenants shall have the rights provided by Florida Statutes.
- 11.3 Police Lieutenants shall have the option of utilizing the Personnel Administration Policy Appeal Rights and Procedures or the Grievance Procedure established by this contract, but such employee cannot use both.

ARTICLE 12 EMERGENCY SUSPENSION

- 12.1 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 13 GRIEVANCE PROCEDURE

13.1 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.

13.2 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.

- 13.3 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.

- 13.4 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.

- 13.5 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 D"

13.6 **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 Captain/Division Commander. This 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 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.

13.7 **Step 2.** If the grievance is not settled at the first 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 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 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 2 meeting.

13.8 **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 Chief Human Resources Officer or his/her designee not later than thirty (30) days after receipt of the Step 2 response or, if a timely Step 2 response is not received, within thirty (30) days from the day the Step 2 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 Chief Human Resources Officer or his/her designee within the thirty (30) day limit, the **Employer's** Step 2 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. 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 knockout 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 14 FILES

- 14.1 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.

- 14.2 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 officer, at reasonable times, to inspect and make a copy of his or her personnel records or internal file. The Chief Human Resources Officer and Department personnel shall keep personnel matters confidential within the terms of this Article and applicable statutes.

ARTICLE 15 TOBACCO USAGE

- 15.1 The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.
- 15.2 After September 9, 2003, the City will hire as police officers 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.

- 15.3 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.
- 15.4 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 16 SAFETY AND HEALTH

- 16.1 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.
- 16.2 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.
- 16.3 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 17 FITNESS FOR DUTY

- 17.1 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 18 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, as outlined in Appendix C.

ARTICLE 19 EMPLOYEE BENEFITS

19.1 Death Benefits

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

19.2 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/Administrator or designee on the Training and Travel Form. Training and travel requests for Department Directors/Administrators 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 HR Administrator 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/Administrator for approval and signature. The reconciled Training and Travel form for Department Directors/Administrators must be approved and signed by the City Administrator or designee. The City's Chief Financial Officer (CFO) 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 CFO 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 CFO 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 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 department director for approval prior to class registration. The department 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 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 Chief Human Resources Officer. Once this determination has been made, then the approved request form (PF 202) will be submitted by the department director to the Human Resources Office, 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 Chief Human Resources Officer 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 Chief Human Resources Officer_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.

19.3 **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.

19.4 **Comprehensive Medical Coverage**

The provisions of Section E-2 of the Human Resource Manual shall apply.

19.5 **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 20 TRAINING ATTENDANCE

20.1 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.

20.2 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 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 Employee's Service Manual, Section E-4, Training and Education Policy.
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.
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 is perceived to have been arbitrarily applied, the employee may file a grievance not subject to arbitration.

**ARTICLE 21
UNIFORMS & EQUIPMENT**

- 21.1 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.

- 21.2 (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 fifty dollars (\$50) for a watch, and three hundred dollars (\$300.00) to repair or replace all other property listed in Section 22.2 (c).
- 21.3 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.
- 21.4 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.
- 21.5 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 22 MISCELLANEOUS PROVISIONS

- 22.1 In any legal action, wherein an employee covered by this Agreement is sued as an individual, for damages, which arise 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 23 SECONDARY EMPLOYMENT

- 23.1 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 fact that 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.

23.2 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:
 - 1. Provide for wages and working conditions consistent with the law enforcement function.
 - 2. Notify the Communications Center when 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 forward to the City of Pensacola Personnel Administration Board prior to initial date of employment.
 - 3. Notify the Communications Center when 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 conform to Standards of Conduct expected for a law enforcement officer and may be temporary or permanent.
 - i. Temporary work spans three days or less within a six (6) month period.
 - ii. Shall be coordinated by the individual member involved.
 - iii. Not required to notify the Communication Center.

- b. Permanent work spans more than three calendar days within a six (6) month period.
 - i. Shall be coordinated by the individual member involved.
 - ii. Individual member shall complete necessary forms and forward to the Police Chief for review and forward 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 24 LIFE INSURANCE

- 24.1 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.

- 24.2 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.
- 24.3 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 25
INJURY-IN-LINE-OF-DUTY/DISABILITY BENEFITS

25.1 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 (PF-351) is initiated. A copy of this report shall be returned immediately to the employee's supervisor and the Human Resources Office. 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 Department of Human Resources, 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 Chief Human Resources Officer. 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 annual 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 Chief Human Resources Officer.

- (4) At the end of the ninety (90) day period, plus the expiration of accumulated annual 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 annual 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.

25.2. Disability Benefits

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

**ARTICLE 26
PERSONAL TIME OFF (PTO) LEAVE**

26.1 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

Lieutenants will request personal time off (PTO) from their Division Commander.

- 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 unless the time requested has already accrued prior to the leave period. Personal time off requests 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 (20) hours personal time off for each month of service.

(5) Conversion to personal time off (PTO) leaves

Lieutenants may not accumulate more than 500 hours of Personal Time Off (PTO) during any calendar year. On the first day of the pay period beginning in January of each year, the employee's PTO balance will be reduced to the allowed maximum of 500 hours. These excess hours will be placed in an auxiliary PTO account. Employees will be able to use this leave for FMLA qualifying absences or may donate this leave.

(6) Separation from service

Employees who separate from the service of the City in good standing by retirement, resignation or layoff shall be paid the balance of their accrued PTO, but at no time shall that payout exceed the maximum of 500 hours.

**ARTICLE 27
LEAVE SHARING**

- 27.1 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 Chief Human Resources Officer 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 available in their PTO and Auxiliary PTO accounts. Employees may receive up to nine (9) months maximum of 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 28
FUNERAL LEAVE**

- 28.1 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.
- 28.2 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 29
MILITARY LEAVE**

- 29.1 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 Department of Human Resources 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 Chief Human Resources Officer 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, and personal time off leave, annual increments, longevity and pensions; insurance and deferred compensation, provided the employee maintains his or her

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) Florida Statute 115.07 gives a maximum period of two hundred forty (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 two hundred forty (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 30 HOLIDAYS

- 30.1 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)

- 30.2 Lieutenants required to work on holidays determined by the Chief of Police to be essential shall be entitled to an overtime rate of one and one-half times their regular rate of pay.
- 30.3 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.
- 30.4 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 Department Director. 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

- 30.5 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. 30.6. If the majority of the employee's work shift falls on a holiday, that employee will be compensated for the entire holiday.

ARTICLE 31

HOURS OF WORK AND OVERTIME PAYMENT

31.1 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.

31.2 Work Period

The work period for police lieutenants 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.

31.3 Overtime Pay

- (a) Police Lieutenants are not entitled to overtime pay except in accordance with Section 2-4-8 of the municipal code. In accordance with this section, if an emergency is declared by the president of the United States, by the governor of the state of Florida or by Escambia County for any area which includes the City of Pensacola, the Mayor or designee may alter normal work schedules and grant the non-essential work force time off with pay. The Mayor or designee will make the determination of which employees are deemed essential during each emergency. The City Manager is authorized to pay essential employees, both non-exempt and certain ranges of exempt under the Fair Labor Standards Act, at overtime rates when required to report for duty during the time the remaining work force is not required to report.
- (b) **Compensatory Time**
Police lieutenants will not be allowed to accumulate compensatory time however it is recognized that lieutenants may be required to work additional hours. This time can be adjusted out at the discretion of the division commander.

31.4 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.

31.5 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.

31.6 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.

31.7 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 32 COMPENSATION FOR COURT RELATED MATTERS

32.1 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 Lieutenant, he/she will be compensated in the following manner:

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 their 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 33 WAGES

33.1 Pay Range

Upon promotion to Lieutenant, an adjustment will be made to Lieutenant's salary if needed to create a 10% pay separation between the base pay of the highest paid sergeant at that time (for purposes of this Article, base pay shall exclude any and all pay additives including but not limited to any and all senior sergeant pay, any and all senior officer pay earned while an officer, any and all overtime, and any and all other pay element(s) or additives, whether or not described herein and which may be added to base pay; either now in existence at the time of this agreement or put into place in the future). The maximum and pay cap for Police Lieutenant is established at and shall not exceed \$83,990.40 annually.

33.2 All actively employed Lieutenants employed by the City on the effective date of the adjustment will receive the following wage adjustments:

October 1, 2018: Unless specifically named below, three Percent (3%) increase to base pay up to the maximum cap of \$83,990.40. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 3% pay increase exceeding the maximum cap as a one-time bonus.

October 1, 2018: If still actively employed as Police Lieutenant, the City will adjust the annual salaries of Lt. Erik Goss, Lt. James Reese, and Lt. Matthew Coverdale to \$80,275.73. (This amount reflects an initial adjust to the annual salary of \$77,937.60, as well as an additional adjustment of 3% consistent with of members of the Lieutenant unit).

October 1, 2019: Three Percent (3%) increase to base pay up to the maximum cap of \$83,990.40. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 3% pay increase exceeding the maximum cap as a one-time bonus.

October 1, 2020: Three Percent (3%) increase to base pay up to the maximum cap of \$83,990.40. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 3% pay increase exceeding the maximum cap as a one-time bonus.

33.3 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 Chief Human Resources Officer 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.

33.5 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 Department of Human Resources 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.

33.6 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 nonsalaried 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 Chief Human Resources Officer.

- (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.

ARTICLE 34 PENSIONS

34.1 Pension

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.

ARTICLE 35 PROMOTIONS

- 35.1 Promotions within the bargaining unit shall continue to follow the status quo governed by the City of Pensacola.

ARTICLE 36 FOP ACTIVITIES

- 36.1 The **Employer** will grant one hundred sixty (160) hours annually for use as **F.O.P.** Pool Time. The total Pool Time may exceed one hundred sixty (160) hours by employee contributions to this Pool.
- 36.2 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 37 BULLETIN BOARDS

- 37.1 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.
- 37.2 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.**

- 37.3 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.
- 37.4 The **Employer** can remove any document not in compliance with Section 38.2.

ARTICLE 38 SPECIAL MEETINGS

- 38.1 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 39 HURRICANE TRAVEL TEAM

- 39.1 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.
- 39.2 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 40 PRINTING OF AGREEMENT

- 40.1 The City will make this Agreement available electronically via the Internet and Intranet.

ARTICLE 41 ENTIRE AGREEMENT

- 41.1 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.

- 41.2 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 42 SEVERABILITY

- 42.1 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 43 TERM OF AGREEMENT

- 43.1 This agreement shall be in full force and effect from the date of ratification of this Agreement through September 30, 2021.
- 43.2 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. Any items not listed on an itemized statement of desired changes will not be open to negotiation with respect to the new contract.

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

Ashton J. Hayward; III, Mayor

Shawn Dockery, Florida State FOP

Chief Human Resources Officer Representative, _____

ATTEST:

Ericka Burnett
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:

MISSION STATEMENT

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

STEP ONE: Date _____

Representative for City Signature

Agree _____

Disagree _____

Comments: _____

STEP TWO: Date _____

Representative for City Signature

Agree _____

Disagree _____

Comments: _____

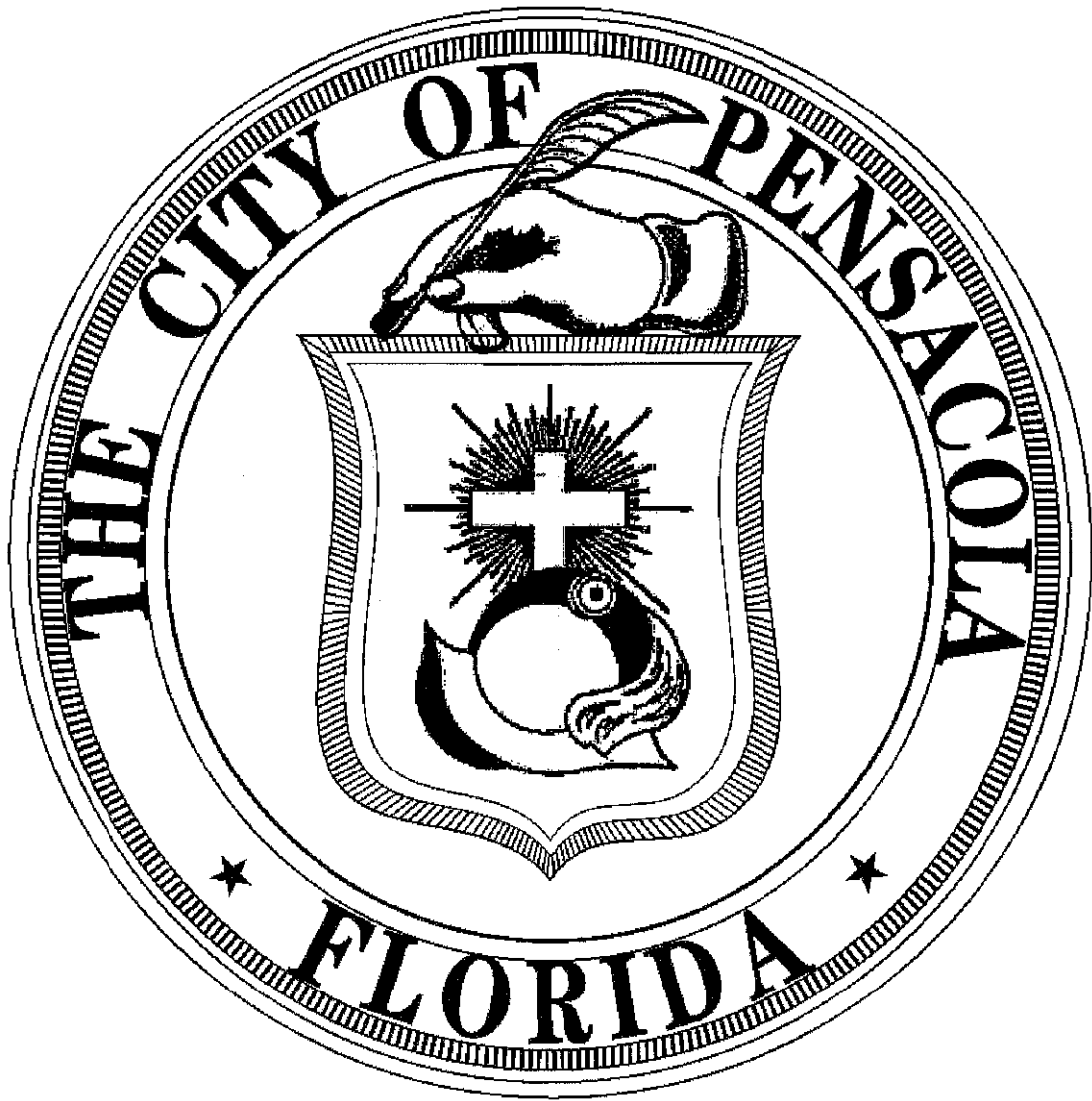
ADDITIONAL COMMENTS:This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

Attachment C

APPENDIX C



CITY OF PENSACOLA
DRUG-FREE WORKPLACE HANDOUT



City of Pensacola, FL

Drug Free Workplace Policy

I. STATEMENT OF POLICY

City of Pensacola, hereafter known as the "Employer" strives to provide a safe work environment and encourages personal health. In this regard, the Employer considers the abuse of drugs on the job to be an unsafe counter-productive work practice. Furthermore, we see substance abuse as a serious threat to our staff and the public. With these objectives in mind, the Employer has established the following policy with regard to the use, possession, and sale of illegal drugs and alcohol at work. **FL Statutes 112.0455 Drug-Free Workplace Act.**

Drug use has serious adverse effects upon a significant portion of the workforce, resulting in billions of dollars of lost productivity each year and posing a threat to the workplace and to public safety and security. Drug use creates a variety of workplace problems, including increased injury on the job, increased absenteeism, increased financial burden on health and benefit programs, increased workplace theft, decreased employee morale, decreased productivity, and a decline in the quality of products and services.

Drug addiction is a complex, yet treatable disease. We encourage those who abuse drugs or alcohol to seek help in overcoming their problem and participate in an alcohol and drug rehabilitation program.

Prior to testing, employees and job applicants shall be given a written policy statement. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe and drug free environment within government through fair and reasonable drug testing methods for the protection of public employees and employers. Our intention is to prevent and treat substance abuse.

It is the Employer's policy that an employee 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 premises (including parking lots) may be subject to disciplinary action up to and including discharge. 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 be reported to the Department Administrator.

Drugs prescribed by employee's physician may be taken during work hours. The employee should notify the supervisor if the use of properly prescribed medication will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

Employees must be in compliance with all federal drug laws and the Federal Controlled Substance Act and the Florida Drug Free Workplace Act, Chapter 112. Any and all information gathered as a result of the drug testing program is confidential and may not be disclosed except in accordance with procedures allowed under the Federal/State Statute, County or City policy.

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute no later than five calendar days after such conviction.

II. DEFINITIONS

DEFINITIONS. Except where the context otherwise requires, as used in this act:

- (a) "Drug" means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.
- (b) "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
- (c) "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. All initial tests must use an immunoassay procedure or an equivalent, or must use a more accurate scientifically accepted method approved by the Agency for Health Care Administration as more accurate technology becomes available in a cost-effective form.
- (d) "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- (e) "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing specimens, and reporting of test results.
- (f) "Job applicant" means a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test.
- (g) "Employee" means a person who works for salary, wages, or other remuneration for an employer.
- (h) "Employer" means an agency within state government that employs individuals for salary, wages, or other remuneration.
- (i) "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by s. 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- U) "Random testing" means a drug test conducted on employees who are selected through the use of a computer-generated random sample of an employer's employees.
- (k) "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing may not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:
 - 1. 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.
 - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
 4. Evidence that an individual has tampered with a drug test during employment with the current employer.
 5. Information that an employee has caused, or contributed to, an accident while at work.
 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- (L) "Specimen" means a tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites.
- (M) "Employee assistance program" means an established program for employee assessment, counseling, and possible referral to an alcohol and drug rehabilitation program.
- (N) "Special risk" means employees who are required as a condition of employment to be certified under chapter 633 or chapter 943.

III. POLICY AND WORK RULES

The Employer's policy is to employ a workforce free from the use of illegal drugs either on or off the job, and free from alcohol in the workplace. Any employee determined to be in violation of this policy is subject to disciplinary action up to and including termination, even for the first offense. It is a Standard of Conduct of the Employees of this Employer that employees shall not use illegal drugs or abuse legal ones. In order to maintain this standard, the Employer shall establish and maintain the programs and rules set forth here.

Employees/applicants who are directed by the City clinic staff or supervisor to report to the clinic or an approved collection facility, for a drug/alcohol test and refuse to take a drug or alcohol test may result in a refusal to hire; the employee forfeiting his or her eligibility for medical and indemnity benefits under State Workers' Compensation; and is cause for disciplinary action up to, and including, dismissal of the employee which may also cause denial of Unemployment Compensation.

A. Drug Testing Standards

All testing will be conducted by an Agency for Health Care Administration approved laboratory; positive and negative test results will be reviewed by a certified Medical Review Officer to assure accuracy. All testing, specimen collection, security measures, monthly reports, storage, handling, chain of custody procedures, and quality control procedures will be performed in accordance with appropriate State and Federal rules and regulations.

The Agency for Health Care Administration may adopt additional rules to support this law and Part II of Chapter 408, using criteria established by the US Department of Health & Human Services as guidelines for laboratories: standards for licensing; technical assistance; appropriate specimens; methods of analysis; minimum cut-off detection levels; chain of custody procedures; and a list of common medications by brand or common, brand, and chemical name.

B. General Procedures

The Employer will not discriminate against applicants for employment because of past substance abuse. It is the current abuse of drugs which prevents employees from properly performing their jobs and which, therefore, the Employer will not tolerate. No employee or applicant whose drug test is confirmed as positive shall be defined as a person with a "handicap". The Employer will pay for required drug and alcohol tests. The employee shall pay costs of non-required tests.

C. Initial Test

The initial screen for all drugs except alcohol shall use an immununoassay. For alcohol the initial test may be the enzyme oxidation methodology. The following cutoff levels shall be used when first screening specimens to find whether they are negative or need to be tested further with the confirmation test. All levels equal to or exceeding the following shall be reported as positive:

Alcohol	0.04%
Amphetamines	1000 ng/ml
Cannabinoids	50 ng/ml
Cocaine	300 ng/ml
Phencyclidine	25 ng/ml
Methaqualone	300 ng/ml
Opiates	2000 ng/ml
Barbiturates	300 ng/ml
Benzodiazepine	300 ng/ml
Synthetic Narcotics:	
Methadone	300 ng/ml
Propoxyphene	300 ng/ml

D. Confirmation Test

A positive finding will generate a confirmation test through the GC/MS (gas chromatography/mass spectrometry) method and the results will be kept confidential. A copy of any positive can be received by the employee by submitting his/her request in writing. As drug testing technology is constantly improving and state and federal laws governing said testing are changing almost as rapidly, the company may change the cut off levels without notice. The cut-off levels in effect for the GC/MS at the time of this printing are as follows:

Alcohol	0.04%
Amphetamines (amphetamine, methamphetamine)	500ng/ml
Cannabinoids	15 ng/ml
Cocaine Phencyclidine	150 ng/ml
Methaqualone Opiates	25 ng/ml
Codeine	150 ng/ml
Morphine	2000 ng/ml
6-Acetylmorphine	2000 ng/ml
Barbiturates	10 ng/ml

Benzodiazepine	150 ng/ml
Synthetic Narcotics:	
Methadone	150 ng/ml
Propoxyphene	150 ng/ml

E. Confidentiality will be maintained pursuant to F.S 119.07(1)

All information, interviews, reports, statements, memoranda and drug and alcohol test results may not be received in evidence, discovery, or disclosed without a written consent by the donor, except when compelled by a hearing officer or a court of competent jurisdiction, or where deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding, or in defense of a civil or administrative matter, or for the purpose of reviewing certification of employees.

F. Types of Testing- F.S.S 112 authorizes 5 types of tests:

1. Pre-employment Drug Testing: Consistent with the Employer's policy opposing drug abuse and its commitment to a safe working environment, we have implemented a pre-employment drug testing policy. All job applicants will undergo screening for the presence of illegal drugs as a condition of employment. Applicants will be required to voluntarily submit to a urinalysis test at a laboratory chosen by the Employer after signing a consent and release form. Job applicants who refuse to submit to a drug test or have a positive confirmed drug test are basis for refusal to hire a job applicant. Special Risk and Safety-Sensitive job applicants are required to submit to a drug test, and a refusal to test or a positive confirmed drug test are a basis for refusal to hire the job applicant.

Active Employee Drug Testing: The Employer has adopted screening practices to identify employees who use illegal drugs. It shall be a condition of employment for all employees to refrain from reporting to work, or working with the presence of drugs or alcohol in his/her system, and to submit to drug testing.

2. Routine Fitness for Duty testing: An Employer may require an employee to test if conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the Policy or is scheduled for all members of an employment classification or group.

3. Reasonable Suspicion testing: An Employer may require an employee to submit to testing:

1. 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.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
4. Evidence that an individual has tampered with a drug test during employment with the current employer.
5. Information that an employee has caused, or contributed to, an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

An employee reporting for work visibly under the influence as determined by his/her supervisor and is unable to properly and safely perform required duties will be placed on administrative leave to allow for reasonable suspicion testing. If possible, the supervisor should first seek another supervisor's opinion of the employee's status. Then the supervisor should consult privately with the employee, in accordance with F.S.S. 112, to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is unfit for duty, the supervisor, as defined above, shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. Upon request, a copy of this documentation shall be given to the employee. The Supervisor should contact the City Nurse to arrange for testing at the earliest possible time. The employee should be provided safe transportation to the City Clinic or an approved collection facility, and accompanied by the supervisor or another employee. An employee such as this should not be allowed to drive.

If an employee is tested for reasonable suspicion, documentation will be placed in the employee's confidential file within five working days of the reasonable suspicion test. The Employer will provide to an employee (upon their request) a written report regarding the circumstances that formed the basis for reasonable suspicion. The original and signed report will be maintained in the confidential human resource records for one year.

4. Random Testing: The City may, through the use of an unbiased selection procedure, conduct random drug tests of employees occupying safety-sensitive or special-risk positions if the testing is performed in accordance with drug-testing rules adopted by the Agency for Health Care Administration and the department. Employees who are directed by the City clinic staff or a supervisor to report to the clinic or an approved collection facility, for a drug/alcohol test and who refuse to submit or who fails to appear within a reasonable time as determined by the clinic, are considered a "no show" and will be deemed a positive drug screen.

5. Return-to-duty and Follow-up Testing (not related to job injury): Employees who successfully complete a rehabilitation program, or as part of their rehabilitation program may return to work. The employee must agree a **Return-to-duty** test and **Follow-up** drug testing for up to two years following completion of a rehabilitation program. Follow-up testing will be unannounced and on a quarterly, semiannual, or annual basis for up to two years thereafter. Employees not complying with these conditions, or testing positive at any time during or following rehabilitation, will be terminated from employment.

G. Procedures

An employee bringing onto the Employer's premises or property, having possession of, possessing in the employee's body, blood or urine an amount above the threshold levels established by the Agency for Health Care Administration., or using, consuming, transferring, selling or attempting to sell, or transfer any form of illegal drug while on city business or at any time during the hours between the beginning and the end of the employee's working day, whether on city property or not, is guilty of misconduct and is subject to discipline including discharge or suspension without pay from employment, even for a first offense. Failure to submit to required non-duty related tests is misconduct and is grounds for disciplinary action up to, and including, dismissal.

Except for reasonable suspicion tests meeting the criteria listed above, All testing will be conducted by an Agency for Health Care Administration certified lab; Employees shall give either a, breath sample, and/or a urine sample at a hospital, clinic, approved collection facility, or accredited testing laboratory, as designated by the City Clinic. Positive and negative results will be reviewed by a Medical Review Officer to assure accuracy. All testing, sample collection, storage, handling, and chain of custody will be conducted in accordance with appropriate guidelines of State and Federal rules and regulations.

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

Documentation of a positive drug test result will be placed in the employee's confidential file within five working days, an Employer shall inform the employee in writing of the positive result, consequences of the result, and options available. If an employee is tested for reasonable suspicion, documentation of this test will be placed in the employee's confidential file within five working days of the reasonable suspicion test. The employee shall not be disciplined until a positive test results is communicated to the City.

Safety Sensitive, and Special Risk employees who have tested positive shall not be permitted to perform a safety-sensitive function. If a non-safety sensitive position is not available, the employee may be placed on leave status while participating in an alcohol and drug rehabilitation program. The employee must use a substance/alcohol program approved by the City. While in the program, the employee will be allowed to return to work upon approval by the clinic medical director and program administrator; if not, the employee may use all of their accrued personal time off leave and then may be placed on leave without pay under the City's temporary disability policy.

A Special Risk employee and other positions as designated by the Mayor or designee, may be discharged or disciplined for the first positive confirmed drug-and/or alcohol test, pursuant to s. 893.13 .

All information received in regard to drug/alcohol testing results will be maintained in separate confidential files and only be used for the purposes spelled out in this document.

H. Medical Review Officer

A certified Medical Review Officer who is a medical physician shall review with the employee/applicant all positive test results concerning that employee/applicant within five (5) days of the test collection. If the employee tests positive the MRO shall contact said employee to determine if said employee has a valid medical prescription for the medication which caused the positive test result. If after that determination by the MRO that said

prescription was valid then the MRO shall report the test as negative, however, if said employee has no justification or a valid prescription for testing positive then the MRO shall report that positive test to the city. Testing may exceed the five (5) days only when extraordinary circumstances have been communicated with both Employer and the Employee to allow for reconsideration of administrative leave provided as well as proper time required to grieve or challenge test. An employee/applicant may consult with the MRO, (850)434-3782, after being tested in order to report any prescription or non-prescription drug use. No physician-patient relationship is created by the establishment and administration of a drug-testing program.

I. Education

Employee and Supervisor education and training will be conducted in a manner required by the appropriate state regulations.

J. Employee Assistance

The management of the Employer is aware that many personal or health problems can and do interfere with an employee's ability to perform on the job. These problems may include emotional and mental illness, family and marital stress, abuse of drugs and/or alcohol and others.

Employees whose job performance is not related to a lack of skill and who do not respond to the usual disciplinary procedures are usually in need of the attention of professionals. With proper treatment, many troubled employees can be restored to a satisfactory level of job performance. However, if the underlying problems or illnesses are ignored, they may worsen with time, rendering the person unemployable.

The Employer shall not discharge, discipline, or discriminate against an employee solely upon voluntarily seeking treatment for a drug or alcohol related problem if the employee has not previously tested positive for alcohol or drug use, or previously entered an alcohol and drug rehabilitation program. Participation in an Employee Assistance Program, or another mental health or substance abuse counseling program, will not affect the employee's future career advancement or employment, nor will it protect an employee from disciplinary action if substandard job performance continues. Employee Assistance is used in conjunction with discipline, not a substitute for discipline.

If an employee is unable to participate in outpatient rehabilitation, the employee may be placed on leave status while participating in a drug and alcohol rehabilitation program. The employee shall be permitted to use accumulated leave prior to being placed on leave without pay. Upon successful completion of the rehabilitation program, the employee shall be reinstated to the same or equivalent position.

The Human Resource Office will have a list of Drug and Alcohol Counselors and other mental health facilities available in your area. The employee may review this list discreetly. The costs of these services are the responsibility of the employee.

K. Grounds for Discipline or Termination:

An employee bringing onto the Employer's premises or property, having possession of, being under the influence of, possessing in the employee's body, blood, or urine in the amount set forth in Section III, Parts C & D; purposely tampering or adulterating a specimen; or using, consuming, transferring, selling, attempting to sell or transfer any form of illegal drug as defined above while on city business, or at any time during the hours between the beginning and ending of the employee's working day, whether on duty or not, whether on city property or not, is guilty of misconduct and subject to discipline including discharge or suspension without pay from employment, even for the first offense. Failure to submit to required drug and/or alcohol tests is considered refusal to test and is grounds for discharge from employment.

1. The Employer will use the Federal Department of Transportation guidelines to determine a refusal to test in the case of shy bladder or shy lung.
2. In the case of shy bladder or shy lung, the employee, within 5 working days, must secure evaluation from a licensed physician as to whether or not there is a medical condition for a failure to provide sufficient specimen.
3. In the case of psychological cause, the diagnosis must have been made prior to the test. Diagnosis such as typical anxiety is not acceptable.

Employees tested for reasonable suspicion may be placed on administrative leave status or placed in non-safety sensitive jobs pending the results of the required test and/or investigation. An employee with a negative result will be reinstated if suspended, with full back-pay and/or return to the same or equivalent position. A verified positive test will result in immediate disciplinary action up to and including termination of employment. However, if the employee's conduct in connection with the substance/alcohol abuse amounts to conduct for which the City may otherwise discipline the employee, the City may take action prior to knowing a positive test result. If the employee fails to complete the program, or fails to or cannot be rehabilitated, they may be terminated from their employment with the City.

L. Responsibilities of the Employee

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction.

- (1) The employee must notify his/her supervisor that his/her drug or medication (either prescribed or over-the-counter), may affect or impair his/her judgment or job performance or safety.. Violations of this requirement may result in disciplinary action.
- (2) The employee or job applicant must notify the laboratory of any administrative or civil action planned as a result of a positive test within five working days from receipt of notification.
- (3) The Employee has the right to contest the result of a positive drug test, in writing, within five working days of being notified in writing of the positive test result.

M. Rights of the Employee/Job Applicant

- (1) An employee or job applicant who receives a positive confirmed drug test may contest or explain the result to the Medical Review Officer/employer within five working days of receipt of the written test results.
- (2) The employee or job applicant has the right to consult with the Medical Review Officer for

technical information regarding the effects of prescription and over the counter medication on the drug test.

- (3) An employee or job applicant may, by written request, have the original specimen re-tested at another certified laboratory of their choice, at their expense.
- (4) The employee can request, in writing, a written report regarding the circumstances that formed the basis for their reasonable suspicion testing.

N. Drugs that may be Tested

The drugs are listed by chemical name and brand or common name.

Alcohol (ethanol, beer, wine, booze, alley juice, fire water, grog, hooch, rocket fuel)

Amphetamines (methamphetamine, amp, cinnamon, lemon drop, trash, tweak, crystal, crank, biphphetamine, desoxyn, dexedrine, speed)

Cannabinoids (marijuana, blunt, columbo, hash, hay, pot, joint, indo, roach, grass, weed, reefer)

Cocaine (coke, blast, flake, railers, ringer, toot, blow, nose candy, snow, crack, rock) **Phencyclidine** (PCP, angel dust, LSD, beast, blaze, Superman, tab, trips, hog)

Opiates (opium, codeine, morphine, heroin, dover's powder, paregoric, parepectolin, school boy, smack, tar, chasing the tiger)

Barbiturates (phenobarbital, tuinal, amytal, barbs, downers, tranqs)

Benzodiazepines (bennies, rophies, ativan, azene, clonopin, dalmane, diazepam, halcion, librium, poxipam, remestan, serax, tranxene, valium, veratrine, vivo!, xanax)

Methadone (dolophine, methadose, amidone, tizzies)

Propoxyphene (darvocet, darvon N, dolene, novopropoxyn)

O. When the Employer requires reporting of positive drug tests, this department will follow state procedures and release positive test results only to the appropriate governing authorities.

P. An employee or job applicant who has been disciplined or not hired may exhaust either the administrative appeal process or collective bargaining grievance, but not both.

Q. Federal Compliance:

The drug testing procedures provided in this section do not apply where the specific work performed requires employee or job applicants to be subject to drug testing pursuant to:

- I. Federal regulations that specifically preempt state and local regulations;
2. Federal regulations or requirements implemented in connection with the operation of a federally regulated facilities;
3. Federal contracts where drug testing is conducted for safety, or protection of sensitive or proprietary data or national security; or
4. State agency rules that adopt federal regulations applicable to the interstate component of a federally regulated activity.

R. Subcontractor, Vendor, Consultant Requirements (Optional)

In all future contracts with individuals or organizations that wish to do business with the Employer a stipulation may be required in the contract or purchase order that requires the subcontractor, vendor, or consultant to have a substance abuse policy. The employees of such subcontractors, vendors, or consultants will be subject to the same rules of conduct and tests as

the employees of the company. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the company's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the company is not satisfied with the actions of the subcontractor, vendor, or consultant, the company can exercise its right to bar all of the subcontractor's employees from its premises or decline to do business with the subcontractor in the future. All expenses and penalties incurred by a subcontractor, vendor, or consultant as a result of a violation of the company's substance abuse policy shall be paid by the subcontractor, vendor, or consultant.

IV. CONCLUSION

The Employer's Drug Free Workplace Policy is not intended to be abusive or discriminatory nor to come into conflict with any public policy. This city considers drug testing to be only one of several steps to achieve a safe, healthy, and productive atmosphere for its employees. This policy is available for inspection by the job applicant or employees during regular business hours. This policy supersedes any information provided to applicants and/or employees either written or oral..

See Florida Drug Free Workplace Act, Chapter 112.0455, Public Officers and Employees.

See Florida Statutes, 440.102 Drug Free Workplace Program Requirements.

**OVER-THE-COUNTER AND PRESCRIPTION DRUGS THAT
COULD ALTER OR AFFECT
THE OUTCOME OF A DRUG TEST***

This sheet is for your information only.

Alcohol (all liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vicks Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40) proof, Contac Severe Cold Formula Night Strength is 25% (50) proof, and Listerine is 26.9% (54 proof).

Amphetamines (Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastine.)

Cannabinoids Marinol (Dronabinol, THC) **Cocaine** Cocaine

HCl topical solution (Roxanne) **Phencyclidine** Not legal by prescription.

Opiates (Donnalgel PG, Opium, Codeine, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guafenesin AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxane (morphine sulfate), Percodan, Vicodin, Tussi-organidin, dovan's powder, paregoric, parepectolin, etc.)

Barbiturates (Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fimicet, Esgic, Butisol, Mebril, Butabarbital, Butalbital, Phenirmin, Triad, etc.) **Benzodiazepines** (Ativan, Azene, Clonopin, dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax)

Methadone (dolorphin, methadone)

Propoxyphene (darvocet, darvon N, dolene, novopropoxyn etc.)

* Due to the large number of obscure brand names and constant marketing of new products, this list cannot and is not intended to be all-inclusive.

Should you have any questions regarding this information you may contact: Drug

**Free Workplaces, Inc.
27 W. Romana Street
Pensacola, FL 32502
850-434-3782 or 800-430-3782
help@drugfreeworkplaces.com**

SUBSTANCE ABUSE PROFESSIONALS ACCESSABLE TO
CITY OF PENSACOLA EMPLOYEES

Patricia Vanderpool EAP Lifestyle Management
2m E. Government St.
Pensacola, FL 32502
251-621-5360

LOCAL DRUG AND ALCOHOL REHABILITATION PROGRAMS

Bradford Health Services 8333 N. Davis Hwy
Suite LLA
Pensacola, FL 32514
888-577-0012

CDAC Behavioral Healthcare
3804 N. 9th Ave. Pensacola, FL 32503
850-434-2724

Dr. John Bingham & Dr. Bret Turner
Cordova Counseling Center
4400 Bayou Blvd. Pensacola, FL 32503

Gulf Breeze Recovery
350 Pensacola Beach Blvd
Gulf Breeze, FL 32561
855-400-6190

Lakeview Center
4400 Hickory Shores Blvd. Gulf Breeze, FL 32563
850-932-9375

THE CITY OF PENSACOLA DRUG AND ALCOHOL INFORMATIONAL BROCHURE

Our Commitment to You

The City of Pensacola is committed to providing a drug free work environment.
The following drugs are included in our employee drug testing:

General Drug Screen

791BsB's Panel

Amphetamines

Cocaine

Marijuana Metabolites

Opiates

PCP

Police Department and Fire Department

795206-7 Panel and 794163-7 Panel

Amphetamines Barbiturates

Benzodiazepines Cocaine

Marijuana Metabolites

Opiates

PCP



Memorandum

File #: 18-00337

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PENSACOLA AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) TENTATIVE COLLECTIVE BARGAINING AGREEMENT

RECOMMENDATION:

That City Council ratify the Tentative Collective Bargaining Agreement between the City of Pensacola and the American Federation of State, County, and Municipal Employees (AFSCME).

HEARING REQUIRED: No Hearing Required

SUMMARY:

Contract negotiations began earlier this year between the City and AFSCME which represents a sector of the City's general employees. The results of these negotiations are contained in the attached Tentative Collective Bargaining Agreement. The union membership voted and approved the agreement on August 14, 2018. 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:

Year One - FY 2019: (Beginning October 1, 2018) Three Percent (3%) pay adjustment for all members up to the maximum of assigned pay grade. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay adjustment will receive the equivalent 3% pay adjustment exceeding the maximum cap as a one-time bonus

Year Two - FY 2020: (Beginning October 1, 2019) Three and one-half Percent (3.5%) pay adjustment for all members up to the maximum of assigned pay grade. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay adjustment will receive the equivalent 3.5% pay adjustment exceeding the maximum cap as a one-time bonus.

Year Three - FY 2021: (Beginning October 1, 2020) Four Percent (4%) pay adjustment for all members up to the maximum of assigned pay grade. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay adjustment will receive the

equivalent 4% pay adjustment exceeding the maximum cap as a one-time bonus. Additional consideration in the contract includes providing three additional holidays for bargaining unit members (President's Day, Good Friday, and the Day after Christmas Day) which is consistent with the holidays currently provided for non-represented City staff.

PRIOR ACTION:

None

FUNDING:

The budgetary impact over the three years of the contract is \$1,088,500.

FINANCIAL IMPACT:

The additional costs associated with the adjustment for Fiscal Year 2019 have been included in the FY 2019 Proposed Budget. The additional costs for Fiscal Years 2020 and 2021 will be incorporated in their respective proposed budgets.

CITY ATTORNEY REVIEW: Yes

8/28/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker Jr, Chief Financial Officer
Edward Sisson, Chief Human Resources Officer

ATTACHMENTS:

- 1) Tentative Collective Bargaining Agreement

PRESENTATION: No

**THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF PENSACOLA
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES (AFSCME)
FLORIDA COUNCIL 79**

October 1, 2018 – September 30, 2021



TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	1
ARTICLE 2 –UNION RECOGNITION	2
ARTICLE 3 – UNION RIGHT.....	4
ARTICLE 4 – MANAGEMENT RIGHTS	7
ARTICLE 5 – AFSCME ACTIVITIES	9
ARTICLE 6 – BULLETIN BOARDS.....	11
ARTICLE 7 – PERSONNEL ADMINISTRATION	13
ARTICLE 8 – SENIORITY	14
ARTICLE 9 – LAY OFFS AND RECALLS	15
ARTICLE 10 – EMPLOYMENT, PROMOTION, DEMOTION & TRANSFER	16
ARTICLE 11 – DISCHARGE AND DISCIPLINE	22
ARTICLE 12 – GRIEVANCE PROCEDURE.....	24
ARTICLE 13 – OUTSIDE EMPLOYMENT.....	37
ARTICLE 14 – WORKER'S COMPENSATION.....	39
ARTICLE 15 – ADMINISTRATIVE LEAVE	40
ARTICLE 16 – ANNIVERSARY DAY	41
ARTICLE 17 – LEAVE FOR MILITARY, HIGHER EDUCATION, EMERGENCY, COURT DUTY AND DOMESTIC VIOLENCE	42
ARTICLE 18 – FAMILY AND MEDICAL LEAVE	43
ARTICLE 19 – FUNERAL LEAVE	44
ARTICLE 20 – LEAVE SHARING PROGRAM.....	45
ARTICLE 21 – PERSONAL HOLIDAYS	49
ARTICLE 22 – PERSONAL TIME OFF (PTO) LEAVE	50
ARTICLE 23 – RECOGNIZED HOLIDAYS	53
ARTICLE 24 – VOTING.....	54
ARTICLE 25 – HEALTH INSURANCE	55
ARTICLE 26 – PENSION RIGHTS	56
ARTICLE 27 – WAGES.....	58
ARTICLE 28 – NO STRIKE CLAUSE.....	59
ARTICLE 29 – SEVERABILITY	60
ARTICLE 30 – ENTIRE AGREEMENT	61
ARTICLE 31 – DURATION	62
ARTICLE 32 – RESIDUAL RIGHTS	63
SIGNATURE PAGE.....	64
APPENDIX A	65
APPENDIX B	66

ARTICLE 1

PREAMBLE

This Agreement is entered into between the City of Pensacola (the **Employer**), and AFSCME Florida Council 79, (the **Union**). The intent of the parties and purpose of this Agreement are to assure sound and mutually beneficial working and economic relationships between the parties; to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise; and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment. There are and shall be no individual arrangements contrary to the terms herein provided. It is mutually understood and declared to be the public policy of the Employer and the Union 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 Union agrees to support federal, state and local laws requiring affirmative action to ensure equal employment opportunity.

ARTICLE 2

UNION RECOGNITION AND UNION DUES DEDUCTION

Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the employer recognizes AFSCME Florida Council 79 as the exclusive bargaining representative for those employees in the defined bargaining unit (commonly known as the Non-professional Employees) for the purposes of bargaining collectively in the determination of the wages, hours and terms and conditions of employment of the public employees within the bargaining unit covered by Public Employee Relations Commission (PERC) Certification Number 1764.

“Employee” shall be defined to include all classified employees who are employed by the City of Pensacola, whose classifications appear on the attached

Appendix A.

Deductions and Remittance

A. During the term of this Agreement, the City will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the President of Council 79. Employee transfers or promotions within the bargaining unit shall not require the submission of new forms.

B. The dues shall be made on the employee’s regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues shall be remitted by the City to the AFSCME State Office within thirty (30) days after deductions are made, or as soon thereafter as possible. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee has previously submitted a deduction authorization form.

C. AFSCME shall notify the City in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

D. Insufficient Pay for Deduction. In the event an employee's salary earnings within any pay period are no sufficient to cover dues, it will the responsibility of AFSCME to collect its dues for that pay period directly from the employee.

E. Termination of Deduction. The City's responsibility for deducting dues shall terminate automatically upon either: (1) thirty (30) days written notice from the employee to the City Human Resources office revoking that employee's prior deduction authorization, (2) the termination of employment, or (3) the transfer, promotion or demotion of the employee out of the bargaining unit.

F. Indemnification. AFSCME shall indemnify, defend and hold the City, the State of Florida and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Board, the State or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the City any funds received in accordance with this Article which are in excess of the amount of deductions which the City has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the City within one hundred and twenty (120) days of the occurrence.

G. Upon request of the President of AFSCME Council 79 or no more than a quarterly basis, the City will provide a Bargaining Unit Roster at no cost to the Union. The data will include the employee's names, home addresses, classification titles, base pay, hire date, and employee ID. This information will be prepared on the basis of latest information available in the database at the time of the request. The list shall be in Excel format.

Appendix B.

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES
AFSCME DUES AUTHORIZATION FORM

ARTICLE 3

UNION RIGHTS

The City and the Union recognize that it is in the best interest of both parties, the employees and the public for all relations between them to be characterized by mutual responsibility and respect, and acknowledge with this Agreement that a common interest exists and is a basis for the development of sound Union-Management cooperation to promote the business of the City and the welfare of its employees. The Union recognizes that, in consideration of the commitments undertaken by the City in this Agreement, every employee is obligated to give honest, efficient, and economical service in the performance of his or her duties. To insure that this relationship continues and improves, the City, the Union and their respective representatives will apply the terms of this Agreement fairly in accordance with its intent and meaning, and consistent with the Union's status as exclusive bargaining representative of all employees employed in the bargaining unit. Each party shall bring to the attention of all employees in the unit, including new or probationary employees, their duty to conduct themselves in a spirit of responsibility and respect. To ensure adherence to this purpose, the parties shall also make all employees aware of the measures to which they have agreed.

Employees covered by this Agreement may be represented by Union representatives when they so choose. Under the circumstances detailed below, an employee may designate no more than one Union representative to represent

him or her, and that Union representative shall be allowed to utilized Union Pool Time, until such Pool Time is exhausted, to furnish the representation requested.

The circumstances applicable to this paragraph are:

1. When an employee attends an investigatory and or disciplinary interview, in which any member of management questions an employee to obtain information, which could be used as a basis for discipline or asks an employee to defend his or her conduct (the exercise of Weingarten Rights).
2. To represent an employee at his or her request at the Oral Step of the grievance process, as set forth in the Grievance Procedure herein.
3. To represent an employee at his or her request at a Step 1, Step 2 or Step 3 meeting, as set forth in the Grievance Procedure herein.

The protracted absence or unavailability of a particular employee/Union representative may not be used as basis for an undue delay in an investigation of conduct or the processing of a grievance, and an alternative Union representative may be designated.

Nothing in the Agreement shall prevent any employee from presenting his/her own grievances without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of the collective bargaining agreement.

Employees in the bargaining unit shall have the right to join or refrain from joining the Union, and to engage in lawful concerted activities for the purpose of collective bargaining or negotiation or any other mutual aid and protections.

In addition to the use of Union Pool Time authorized above, the Union President or one alternate designated by the Local Union President shall be granted Union Pool Time off from work, provided that such Pool Time has not been exhausted, for the purpose of attending to appropriate Union activities away from the workplace requiring his or her presence. The President's or alternate's use of paid leave shall be scheduled with the employee's supervisor with reasonable advanced notice, which scheduling shall not be unreasonably denied.

ARTICLE 4

MANAGEMENT RIGHTS

The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the City has not expressly abridged, delegated or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right to:

- determine the organization of the City government;
- determine the purpose of each of its constituent departments;
- exercise control and direction over the organization and efficiency of operations of the City;
- set standards for service to be offered to the public;
- direct the employees of the City, including the right to assign work and overtime;
- hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the City;
- suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;

- determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchases;
- establish, modify, combine or abolish job pay positions; and
- change or eliminate existing methods of operations, equipment or facilities.

The City has the sole authority to determine the purpose and mission of the City, and to prepare and submit budgets to be adopted by the City Council.

The exercise of such rights shall not preclude the Union from raising grievances, should decisions of the above matters have the practical consequence of violating the terms and conditions of this Collective Bargaining Agreement.

Nothing contained herein shall be construed to constitute a waiver by the Union of its right to negotiate over the impact of managerial decisions on all terms and conditions of employment.

ARTICLE 5

AFSCME ACTIVITIES

5.1 Union Pool Time

The Employer will grant four hundred (400) hours annually for use as AFSCME Pool Time. The total Pool Time may exceed four hundred (400) hours by employee contributions to this Pool.

This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session or arbitration; or attending AFSCME functions. Approval of such time shall be authorized by the AFSCME President, First Vice- President, Second Vice-President, or Secretary. Time will be charged in increments of one-half (1/2) hour. AFSCME may rollover not more than a total of two hundred (200) unused hours to a subsequent contract. . The employee that is to be off shall furnish an authorized request from AFSCME to his or her immediate supervisor, with reasonable advanced notice. This request will then be forwarded to the Department Director/Administrator, who shall then forward the request to the Chief Human Resources Officer for approval. Employees wishing to utilize this benefit are to use the established Union Pool Time Leave Request Form which will be available through the Human Resources Website, and shall also attach formal documentation from the Union for the meeting/function/activity causing the need for leave. It will be the responsibility of the Union to ensure that all their members are properly informed of activities, and that the proper steps are taken in order to be granted Union Pool Leave in order to participate in said activity.

Employees receiving the Pool Time leave will be awarded leave hours based on the “cash value” of the leave.

For purposes of negotiations, once the Union has informed the Chief Human Resources Officer who the negotiating members will be on behalf of the Union, the Chief Human Resources Officer will then inform management staff of these employees participation in the process. It will still be the responsibility of the Union Representatives to follow the proper protocol in requesting Union Pool Time for each negotiation session they wish to be considered for authorization to attend.

5.2 Special Meetings

The City and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at time and place mutually agreeable to the parties. The Union shall have the right at these special meetings to recommend to the Chief Labor Relations Officer or his/her designee resolutions to items discussed.

5.3 New Employee Orientation

AFSCME shall be permitted to have an approved packet of printed material included in the packets provided to new employees at the Human Resources New Employee Orientation meeting.

ARTICLE 6

BULLETIN BOARDS

Section 1. The City agrees to provide space for the Union to erect, at the Union's expense, one bulletin board, not to exceed thirty-six inches (36") by thirty-six inches (36"), in the break rooms in the following locations:

Pensacola Regional Airport

Pensacola Energy

Field Service Center

Sanitation Services

Garage

In addition, the City shall provide in-boxes for the Union's use at the Port of Pensacola, Pensacola Police Department, City Hall and the West Florida Public Library. The precise location of each bulletin board and in-box shall be approved by the Department Director/Administrator or his/her designee but shall be easily accessible and visible to bargaining unit employees. The Union shall be responsible for purchasing and erecting boards.

Section 2. These bulletin boards shall be used for posting Union notices, but restricted to:

- a. Notices of Union recreational or social affairs
- b. Notices of Union elections and results of such elections

- c. Notices of Union meetings
- d. Notices of Union appointments and other official Union business
- e. Minutes of Union meetings
- f. Rulings and policies of the Union
- g. Reports of Union committees

All costs incidental to preparing and posting of Union materials shall be borne by the Union. The Union 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 obvious manner of the Employer, its managers, officers, agents or employees, and, prior to any material being posted, copies of material shall be submitted to the Human Resources Administrator.

Section 3. The Employer may remove any document not in compliance with Section 2 above, with prior notice to the Union President.

Section 4. The parties will consult regarding the opportunity to utilize the City's intranet to develop an electronic bulletin board.

ARTICLE 7

PERSONNEL ADMINISTRATION

The parties acknowledge that their common goal is to utilize the collective bargaining process to develop employment procedures which are fully covered by and reflected in the collective bargaining agreement, and that the procedures so developed are intended to completely govern the employer-employee relationship between them independent of and without resort to a civil service board or system. The parties further agree that this process will directly impact upon mandatory subjects of bargaining. Accordingly, the parties agree to establish a Labor-Management Committee to engage in a cooperative effort to discuss personnel policies and procedures, including those contained in the Human Resources Manual and the Personnel Administration Policy. Employees covered by collective bargaining agreements are covered by these policies only to the extent that the collective bargaining agreements are silent on an issue or do not conflict with these policies; in the event of conflicting provisions or language, the language of the collective bargaining agreement will prevail.

The parties further agree that the Grievance Procedure Article in this Collective Bargaining Agreement shall be the remedy for resolving any dispute concerning these policies and procedures.

ARTICLE 8

SENIORITY

Section 1. Definition

For the purpose of this agreement, “seniority” shall be defined as length of service within the classification in the department. A tie in seniority will be decided in favor of the employee with the earliest date of birth. An employee’s length of service for purposes of seniority shall be deemed continuous while such employee is on leave of absence due to illness or accident or on layoff status.

Section 2. Seniority Application

Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be determined with due regard for needs of the department, seniority, and bargaining unit employee preference. The City and the Union understand that there may be times when the needs of a department will not permit such scheduling.

Seniority shall also be considered in promotions, transfers, and lay-offs as indicated in this Agreement.

Section 3: Employees of Systems Acquired by the City

Employees covered by this Agreement shall suffer no loss of seniority in the event the city acquires an operating system and it is deemed necessary to retain the employees of the newly acquired system and incorporate them into the City’s organization.

ARTICLE 9

LAY-OFFS AND RECALLS

Section 1.

“Lay-off” shall be defined as a reduction in force after a determination by the City of a lack of funds, lack of work, material changes in duties or organization for purposes of economy or efficiency, or abolishment of positions.

The City may lay off employees when the City determines a reduction of workforce to be in the best interests of the City. Such lay-off shall be based upon seniority.

Section 2.

Any laid-off employees shall be responsible to keep on file with Employer the address to which the notice of return to work is to be sent. The Employer will notify a recalled laid-off employee not less than three (3) weeks prior to the date the individual is to report to work by certified mail sent to the address which such laid-off employee has on file with the Employer.

Section 3.

Any recalled employee shall be considered to have abandoned his/her position if he/she fails to accept employment within three (3) days after notification, or fails, without an excuse which Employer regards as reasonable, to report to work as instructed.

ARTICLE 10

EMPLOYMENT, PROMOTION, DEMOTION & TRANSFER

10.1(A) Classification Review

When an employee alleges that regularly assigned duties constitutes a significant portion of the employee's work time are duties not included in the employee's position description or the classification specification to which the position is assigned, the employee may make a request for a review through the Human Resources Division.

Classification review includes the following outcomes:

Potential outcomes of a classification review:

- Determination that the position is classified correctly and that the current role and pay level are appropriate. Changes in job duties were not significant enough to require a change in salary range or title.
- Determination that the job duties of the position are best allocated to a higher role and pay range. (promotion)
- Determination that the job duties of the position are best allocated laterally to a different role but in the same pay range.
- Determination that a position is functioning in a pay range below its current classification. (demotion)

When a decision is reached the results will be communicated through the supervising manager. Even if a job is found to complete tasks associated with a higher pay grade management reserves the right to reassign tasks to appropriate staff in lieu of providing a promotion to the effected staff member. Employee shall be paid for time worked if position is assigned to a higher classification. The effective date of such changes shall be no more than 20 days retro from the date the classification audit is completed.

10.1(B) Position Description

Each employee shall be given the opportunity to review his/her position description and the employees' signature shall acknowledge that the incumbent has made such a review and that the employee has received a copy of the current position description.

10.2 Working out of classification

Bargaining unit members working temporarily in a higher class for more than twenty (20) consecutive shifts will be paid out-of-class differential pay incentive of 10% premium on their base wage beginning with their 21st consecutive shifts. 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 the vacancy has resulted from an illness that qualifies under FMLA, on-the-job injury or a job vacancy that is a position duly created and still existent but not occupied by an employee. Such differential pay shall begin only after the employee has performed the complete duties for twenty consecutive (20) shifts and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the shifts worked after the twenty (20) consecutive shifts have been completed. Out-of-class differential shall be paid with the employee's regular compensation and is pensionable. Complete records of such out-of-class differential work shall be submitted to the Division of Human Resources within two (2) weeks of having performed such work, on forms furnished by that department. Employees approved for acting out of class assignments must requalify every time a new event occurs.

- 10.3. When a vacancy exists, the City may choose to fill the vacancy from within the City's workforce (internal) or may request an external recruitment process be conducted. Those positions to be filled by recruitment may be advertised internally and externally concurrently. Job announcements will provide information about the position and the required examination process.
- 10.4 When a position is announced internally, a job announcement will be distributed and open for a minimum of ten (10) working days, to all City departments. Applicants are required to submit the appropriate application by the announced closing date. Internal announcements are open only to employees of the City.
- 10.5 When a position is announced externally, a job announcement will be distributed and open for a minimum of ten (10) working days. External recruitments may require outside advertising (i.e., newspapers, trade journals, etc.).
- 10.6 Applications are accepted only when positions are posted. Applications are required for all positions filled by a recruitment process and must be filed with Human Resources by the announced closing date and time. Applications collect details regarding experience, training, education, and other pertinent information. Required documentation may be required along with the application that provides proof of education, certification, veteran preference, etc. Applicants must attest to the truthfulness of all statements contained in the application and false statements or misrepresentation by an applicant may be cause for denying employment or for discharge from City employment at any time after being employed.

10.7 Examinations for positions will be practical and objectively measure the relative capabilities of the applicant to perform the duties of the position in accordance with industry standards and generally accepted testing practices. Persons eligible to make application—whether by internal or external recruitment—who meet the minimum qualifications may apply and take an examination.

10.8 Examinations may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, self-development, recency of pertinent experience, assessment centers, psychological tests, or other accepted assessment, or any combination thereof. Examination components will total 100%.

10.9 Eligible registers will be prepared based on internal and/or external recruitment status. Registers will contain the names of candidates who meet the minimum qualifications and who have obtained a passing score on the examination process.

“Minimum Qualifications” are defined as those minimum requirements such as education and experience that are bona fide occupational qualifications which an applicant must possess to be considered for appointment.

Additional requirements such as licenses, certificates, etc. may also be indicated when necessary to perform the essential duties of the position. No person may be employed or promoted who does not meet the minimum qualifications for a position.

Passing examination scores may be augmented by additional points, such as veteran preference points (per Florida statutes). However, the availability of such additional points will be indicated on the job posting or announcement. Applicants will be listed by total score/grade.

10.10 Eligible registers for positions covered by this Agreement are in effect for one (1) year, unless extended by request of the appointing authority. If a substantial change is made to the bona-fide qualifications of a position, an eligible register may be cancelled.

10.11 The eligible list of applicants will be certified by Human Resources to the appointing authority; any person on the list is eligible for employment or promotion.

10.12 Prior to employment or appointment to a position, appropriate background and reference checks will be completed in accordance with City policy.

10.13 Any applicant for employment who makes a false statement in connection with any application or examination shall be deemed ineligible for selection under that job announcement. Knowingly making a false statement in connection with an application or examination shall be grounds for termination, and such an employee will be ineligible for any appointment in the service of the City for a period of three (3) years.

- 10.14 When a vacancy is to be filled by demotion, the employee must meet the qualifications for the target position. Demotions may be the result of disciplinary action or at the request of an employee.
- 10.15 When a vacancy is to be filled by transfer, the employee must meet the qualifications for the target position and department directors/administrators must agree to accept the transferee. The request for transfer must be documented on an approved form and approved by both department directors/administrators.
- 10.16 All employees will receive written performance evaluations at periodic intervals during their probationary period, annually, and when there is a significant change in the employee's performance. Such evaluations are intended to provide the employee with an opportunity to increase the employee's understanding of the City's performance standards and expectations as well as to continue to grow in the employee's service to the City. A Union representative may be present at the time an evaluation is presented to the employee, and the employee may provide a rebuttal to any assessment with which he or she disagrees.

ARTICLE 11

DISCHARGE AND DISCIPLINE

Discipline and/or counseling will normally be carried out in a manner, which does not embarrass an employee. Neither formal nor informal counseling are considered to be a disciplinary action, but are considered efforts to identify and correct deficiencies or improve performance. An employee who receives a formal record of counseling will be permitted a period of ten (10) calendar days within which to prepare a written rebuttal; and the supervisor who prepared the counseling will review the documents prior to placing them in the affected employee's personnel file.

The parties agree to the principle that employee discipline should be conducted in accordance with a progressive discipline approach in which progressive disciplinary action will be taken for repeated similar or related offenses, except where the course of conduct or the severity of the offense justifies otherwise. Any disciplinary action instituted under this section shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof.

No non-probationary employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause. Employees being disciplined must be furnished with a written statement of the charges or reason for the discipline. If requested by the employee, a copy of the written statement must be provided to a Union representative.

Any written reprimand shall be furnished to the employee and shall state the reason for the reprimand. The employee will be requested to sign the reprimand in order to acknowledge awareness of it, and if he or she refuses to sign it, the refusal shall be noted and placed in the employee's personnel file. An employee's signature on a written reprimand shall constitute an acknowledgement of an awareness of the reprimand, and not an agreement with the basis for the reprimand. Employees shall be able to file a grievance through step II of the grievance procedure.

Employees have the right to review their own personnel file at reasonable times under supervision of the designated custodian.

Employees shall have the right to grieve the disciplinary actions of suspension, demotion, reduction in rank for cause stated, or dismissal by utilizing the grievance and arbitration rights provided herein.

- A. City of Pensacola shall have the right to bring discipline within 30 days of the event giving rise to the discipline or 30 days upon the closure of an investigation should an investigation be deemed necessary..
- B. Counseling included as progressive discipline shall be valid for 1-year.
- C. All other forms of discipline shall only be valid for 3-years.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1. - DEFINITIONS

As used in this Article:

- A. “Grievance” shall mean a dispute involving the interpretation or application of the specific provisions of this Contract, except as exclusions are noted in this Contract.
- B. “Employee” shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.
- C. “Days” shall mean calendar days, excluding any day observed as a holiday as defined in the City Code.
- D. “Steward” or “Union Steward” shall mean an employee in the bargaining unit selected by AFSCME to fulfill the functions described in this Article, whose name has been provided by the Union to the Office of the Human Resources Administrator of the City prior to the individual serving as a Steward.

Section 2. - REPRESENTATION

- A. If any employee selects a Steward to represent that employee in a grievance which has been properly filed in accordance with this Article, the

Steward may be allowed to use the AFSCME Pool Time for time off to investigate the grievance at the Oral Step and to represent the grievance at any Oral Step and Step 1 meetings that are held during regular working hours. Such time off must be requested of the Steward's immediate supervisor who will send a copy of the request to the Office of the Human Resources Administrator; however, approval of such time off will not be withheld if the Steward can be allowed such time off without interfering with, or unduly hampering, the operations of the unit to which the Steward is regularly assigned. The Human Resources Administrator shall coordinate the release of Stewards from work in order to investigate a grievance.

- B. Investigations will be conducted in a way that does not interfere with City operations.
- C. The Steward in the same work location of the closest work location shall be selected to represent the employee.
- D. A Steward who has been selected to represent an employee as provided in this Article will be considered a required participant at the Step 1 grievance meeting.
- E. An employee, who files a grievance in accordance with this Article, or the designated spokesperson in a class action grievance, will be considered a required participant at the Oral Step and Step 1 grievance meetings.
- F. Both the employee and the employee's representative, if any, shall be notified of the Step 1 meeting. Further, all communication concerning written

grievances or their resolution shall be in writing and a copy shall be sent to both the employee and the employee's representative.

- G. If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Contract. The Union shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Contract. The Union shall not be bound by the decision of any grievance in which the employee chose not to be represented by the Union.
- H. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however, to the final disposition of the grievance.
- I. At any time if a meeting between a supervisor and employee evolves into a discussion of job performance and/or employee discipline, the employee has the right to have the Union Steward or other Union representative present during the discussion.

Section 3. – THE GRIEVANCE PROCEDURE

A. General Rules for the Grievance Procedure

- (1) Employee GRIEVANCES filed in accordance with this Article should be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievances.

- (2) Once a grievance is presented, no new violation or issue can be raised.
- (3) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- (4) The grievance may be filed by facsimile, email, personal service, or via the United States Postal Service to the designated employer representative.
- (5) All grievances will be presented at the Oral Step, with the following exceptions:
 - (a) If the grievance arises from the action of an official higher than the Step 1 supervisor, the grievance shall be initiated at the Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within ten (10) days following the occurrence of the event giving rise to the grievance;
 - (b) A dispute involving the interpretation or application of a provision of this Contract which gives a right to the Union as an employee organization may be presented by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 10 days of the occurrence of the event giving rise to the grievance.
- (6) Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step. In the event a grievance is not answered in a timely manner at the preceding

step, the City agrees not to remand the grievance for the purpose of obtaining the answer without the mutual agreement of the Union.

B. THE STEPS

(1) Oral Step:

- (a) An employee having a grievance may, within ten (10) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his or her immediate supervisor. The immediate supervisor shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the employee or the employee's representative or if a meeting is deemed necessary by the supervisor. The supervisor shall communicate a decision to the employee or the employee's representative, if any, within five (5) days following the date the grievance is received at the Oral Step.
- (b) If the grievance is not resolved by such informal discussion, the employee may, within five (5) days after receipt of the decision at the Oral Step, submit a formal grievance at Step 1 of this procedure.
- (c) Failure to communicate the decision within the specified time limit shall permit the employee or the Union, where appropriate, to proceed to the next step.

- (d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement up to an additional ten (10) days.

(2) Step 1:

- (a) In filing a grievance at Step 1, the employee or the designated employee representative shall submit to the Step 1 City representative a grievance form furnished by the Union setting forth specifically the complete facts on which the grievance is based, the specific provisions or provision of the Contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 City representative shall be submitted with the grievance form; however, if additional written documentation is obtained after the grievance is filed, such documentation may be presented at the Step 1 meeting.
- (b) The City's designated Step 1 representative shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and the employee's representative, if any, within five (5) days following the date the grievance is received at Step 1.
- (c) Failure to communicate the decision within the specified time limit shall permit the employee or the Union, where appropriate, to proceed to the next step.

- (d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement up to an additional ten (10) days.

(3) Step 2:

- (a) If the grievance is not resolved at Step 1, the employee of the employee's representative may submit it in writing to the Department head or his designated representative within five (5) days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.
- (b) The Department head or his designated representative may have a meeting with the employee and/or the designated Union representative to discuss the grievance. The Department head or his designated representative shall communicate a decision in writing within five (5) days following receipt of the written grievance.
- (c) Failure to communicate the decision within the specified time limit shall permit the employee, or the Union, where appropriate, to proceed to the next step.
- (d) The number of days indicated at this step shall be considered as

the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement up to an additional ten (10) days.

(4) Step 3:

- (a) If the grievance is not resolved at Step 2, the Union, or the employee if not represented by the Union, may appeal the Step 2 decision, in writing, to the Mayor or his designated representative within five (5) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted in Steps 1 and 2, together with all written responses and documents in support of the grievance. The Mayor's designated representative may have a meeting with Union to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1, above.
- (b) The Mayor's designated representative shall communicate a decision in writing to the employee and the Union within ten (10) days following receipt of the written grievance.
- (c) Failure to communicate the decision within the specified time limits shall permit the employee or the Union where appropriate, to proceed to the next step.
- (d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement up to an

additional ten (10) days.

(5) Arbitration:

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.

- (a) If the grievance is not resolved at Step 3 and arbitrability has been verified, the Union may appeal the Step 3 decision to Arbitration on a Request for Arbitration form (to be supplied by the City) within thirty (30) days after receipt of the decision at Step 3. If, at the initial written step, the Union refuses to represent the employee because the employee is not a dues-paying member of the Union, the

employee may appeal the grievance to Arbitration.

- (b) Upon appeal to Arbitration, either or both parties to the grievance may agree to use the mediation services of the Federal Mediation and Conciliation Service (FMCS) to settle the dispute. If the parties are unable to arrive at a mediated settlement, either party may request the FMCS to provide a panel of five (5) arbitrators. After the panel has been received from FMCS, the representatives of the Union or the employee (as the case may be) and the City shall meet and alternately strike names until one (1) arbitrator remains. The party requesting arbitration shall strike the first name. The name remaining shall be selected as the arbitrator. The Union or employee may, in its written request for arbitration, include the names of two (2) arbitrators, either of whom is acceptable to the Union or employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one of the persons listed or some other person, the FMCS procedure will be followed. Notwithstanding the provisions of this section, an arbitrator may be mutually selected by the parties to the arbitration proceedings in a manner other than outlined above.
- (c) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator.
- (d) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability.

If the issue is judged to be arbitrable, another arbitrator shall be selected to hear the substantive issue(s) in accordance with the provisions of this Agreement.

- (e) Arbitration hearings shall be held within thirty (30) days and at locations mutually agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors.
- (f) The arbitrator may fashion an appropriate remedy to resolve the grievance and provided the decision in accordance with his jurisdiction and authority under this Contract, shall be final and binding on the City, the Union, the grievant(s) and the employees in the bargaining unit.
- (g) In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
 - (1) The arbitrator shall issue a decision no later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - (2) The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the precise issues submitted.
 - (3) The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
 - (4) The arbitrator shall limit the decision strictly to the application and interpretation of the specific provisions of this Contract.

- (5) The arbitrator shall be without power of or authority to make any decisions:
 - (a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Contract, or applicable law or rules or regulations having the force of law; or
 - (b) Limiting or interfering in any way with the powers, duties and responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Contract; or
 - (c) Which have the effect of restricting the discretion of a Department Head or otherwise granted by law or the personnel rules of the City unless such authority is modified by this Contract.
- (h) The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:
 - (1) No award of back pay shall exceed the amount of pay the employee would otherwise have earned and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration;
 - (2) The award shall not exceed the actual loss to the grievant

and will not include punitive damages;

- (3) Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The City and the Union will evenly split the arbitrator's fee and expenses;
- (4) The Union will not be responsible for costs of an arbitration to which it was not a party; and
- (5) It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all like or related claims by the appealing party in any other forum.

SECTION 4. - TIME LIMITS

- A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee or the Union, where appropriate, to proceed to the next step.
- C. Claims of either an untimely filing or untimely appeal shall be made at the step in question.
- D. The failure of a member of the bargaining unit to file either an oral grievance or a formal written grievance within fifteen (15) days of the occurrence of the event complained of shall be deemed a waiver of the grievance.

SECTION 5.

Nothing in this Article or elsewhere in this Contract shall be construed to permit the Union or an employee to process a grievance on behalf of any employee without his or her consent.

ARTICLE 13

OUTSIDE EMPLOYMENT

Employees covered by this Agreement may, upon prior written application and approval by the Employer, accept outside employment. Such employment is permitted provided the following criteria are observed:

1. No such employment may be of a character inconsistent or incompatible with or in obvious conflict with the employee's duties with the City.
2. Such outside occupations must be carried on fully outside of regular hours of City employment and must not interfere in the performance or efficiency of the employee's position. Such work must not be of such a strenuous nature or of such a schedule as to influence the employee's conduct, efficiency, attendance or promptness.
3. The work must not create the appearance of a conflict of interest in the performance of an employee's regular responsibilities or be of such a character as to cast doubt upon the employee's fairness or impartiality in their duties as a City employee.
4. Under no conditions may the employee, in his or her alternate capacity, sell any service or merchandise to the City.
5. Any employee taking part in any outside employment must fully and honestly complete an Outside Employment Form (PF-405). The form must be submitted to the employee's Department Director for review and approval.

A form must be completed for each outside employment; with a new one to be filled out any time there is a change in such employment. Failure to file such a form through the employee's chain of command within two (2) weeks of employment, may subject the employee to discharge, suspension, or other appropriate disciplinary action.

Termination of outside employment must be reported on the Termination of Outside Employment Form (PF-406)

Continued efforts by the City to cooperate with employees in permitting outside employment will not be construed as a waiver of the City's right to require unscheduled overtime and to require that its employees be available for emergency services in accordance with this Agreement.

Disputes concerning the disapproval of outside employment shall be subject to the grievance procedure up to Step 3.

ARTICLE 14

WORKER'S COMPENSATION

The City will provide bargaining unit employees Worker's Compensation benefits under the conditions set forth in the City's Human Resource Manual, as may be amended, in accordance with the law.

ARTICLE 15

ADMINISTRATIVE LEAVE

In the interest, protection, or security of an employee, the City, or if the employee's presence on the job is judged to be detrimental to the work operations, the Department Director may place the employee on administrative leave with pay.

ARTICLE 16

ANNIVERSARY DAY

Employees shall receive one day of leave at the completion of each five (5) year-interval of service (i.e., 5, 10, 15 or 20 years). The anniversary day must be taken within one (1) year of reaching the milestone anniversary or the day will be forfeited.

ARTICLE 17

LEAVE FOR MILITARY, HIGHER EDUCATION, EMERGENCY, COURT DUTY AND DOMESTIC VIOLENCE

Employees may be granted leave for military, higher education, emergency, court duty, or as a victim of domestic violence in accordance with the policies and procedures contained in the City's Human Resources Manual.

ARTICLE 18

FAMILY AND MEDICAL LEAVE

The parties agree to comply with the federal Family and Medical Leave Act as set forth in the City's Human Resource Manual, as may be amended, in accordance with the law.

ARTICLE 19
FUNERAL LEAVE

In the event of a death in the employee's immediate family, which is defined as spouse, parents, step-parents, children, step-children, brothers, sisters, step-brothers, step-sisters, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, and aunt or uncle of the employee and of their spouse, the City will permit up to three (3) days off with pay. The City may request verification of the death.

The City recognizes that the above policy does not cover every situation and that the days provided will not necessarily always be sufficient. For this reason, employees may, with the approval of their Department Director/Administrator use PTO leave to supplement the funeral leave policy.

ARTICLE 20

LEAVE SHARING PROGRAM

A leave sharing program is hereby established for all classified civil service and administrative professional, non-civil service appointed employees. The Mayor or his designee shall establish the procedure by which the Human Resources Administrator 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 City Council. Unless otherwise provided for by the City Council or by law, shared personal time off (PTO) leave of more than thirty (30) days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions, deferred compensation(s), and other benefits.

(1) 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.

Employees should refrain from soliciting donated leave from their co- workers. Request for donated leave will be disseminated by the Human Resources Department.

(2) Eligibility

The employee requesting donations of leave must have:

- worked for a minimum of six (6) months;
- exhausted all earned leave; and
- have no documentation of leave abuse.

(3) Leave Use

Request for leave can be made for:

- the employee's own serious health condition as defined by the federal Family and Medical Leave Act (FMLA), or
- the serious health condition of a family member, defined, as spouse, children, step-children, parent, step-parent, brothers, sisters, step-brothers, step-sisters, mother-in-law, father-in-law, grandparents, grandchildren, aunt or uncle, as defined by the federal FMLA.

The employee requesting donated leave will need to submit a completed medical certification form from a licensed physician to the City Clinic for donated leave to be considered for approval. This form is required for all requests as stated: employee's own health condition or serious health condition of a family member (as defined above). Medical certification forms are available in the City Clinic.

(4) Leave Donation Restrictions

Employees can donate up to half the leave they have available in their PTO, Auxiliary PTO, and FMLA PTO accounts. Employees may receive up to nine (9) months maximum of donated leave. Donated leave of more than thirty (30) days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, and deferred compensation(s). The City will continue to pay their portion toward the group insurance plans and Social Security replacement. 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 will run concurrently with FMLA leave. Donated leave must be submitted in advance for use and cannot be used retroactively. An employee who is receiving donated leave may not work a second job outside the City while on donated leave. An employee who has been released to return to work by his/her physician, with verification/approval of return to work by the City Clinic, will no longer be authorized to receive donated leave, unless documentation of the need to remain off work has been approved through the City Clinic.

(5) Administration

An employee donating leave must complete a leave transfer form (PF-306) and turn the form into the Human Resources Department 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.

(6) 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 21

PERSONAL 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 Department Director. The Department Director retains the right to adjust the schedule should emergency or exigent circumstances arise.

In scheduling personal holidays, the employee must request and receive approval from his or her supervisor at least two (2) weeks in advance on the Personnel Leave form (PF-300). This form shall then be forwarded to the Human Resources Department. The employee's department is responsible for reporting the time as holiday leave on time sheets. The personal 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.

ARTICLE 22

PERSONAL TIME OFF (PTO) LEAVE

Personal time off (PTO) leave 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.

(1) Accrual of Time

Each employee will be credited sixteen (16) hours of PTO leave for each month of service. PTO leave is available for immediate use as soon as accrual has been posted.

(2) Employee Responsibility

Employees are required to arrange and obtain prior/advance approval of PTO leave. Such request for use of PTO leave shall not be arbitrarily denied and supervisors shall provide reason(s) for denial.

(3) PTO leave for illness

(a) In the case of any absence due to illness or injury of more than three (3) continuous days an employee shall be required to provide a doctor's certificate to the City Clinic stating:

1. The nature of the illness or injury;
2. That the employee was incapacitated from working for the duration of his absence;
3. That the employee is physically able to return to work and perform his duties; and

4. That the employee has no contagious disease, which would jeopardize the health of other employees.

Personal illness shall include disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

- (b) If an employee is habitually or chronically absent as may be revealed by a pattern of absence by an employee (for example, consistent absence on the day before or after the employee's regular days off, or absence on the same day of each week or each month), 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.

(4) Record Keeping

No employee will be granted PTO leave unless the time requested has already accrued prior to the leave period. PTO leave request shall be for a period of not less than thirty (30) minutes and shall be increments of not less than thirty (30) minutes

(5) PTO Leave Payout

The maximum amount of PTO leave, which may be carried over by an employee from one calendar year to the next, shall be five hundred (500) hours.

(6) Separation from Service

Employees who are separated from service to the City by retirement, resignation, or layoff shall be paid the balance of their accrued PTO leave but such payment shall not exceed the maximum of five hundred (500) hours. In no case shall a payment be made to an employee who is terminated or disciplined for cause or who is otherwise leaving City employment not in good standing.

ARTICLE 23

RECOGNIZED HOLIDAYS

Section 1. The City of Pensacola shall observe New Year's Day (January 1), Martin Luther King Jr.'s Birthday, President's Day, Good Friday, National Memorial Day (the last Monday in May), the Fourth of July, Labor Day (the first Monday in September), Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and the day after Christmas Day.

Section 2. When a holiday falls upon a day within the normal workweek, operations will be suspended and each qualified employee will have the day off with pay. To be eligible for holiday pay, the employee must work his or her last full scheduled day prior to the holiday and his or her first full scheduled day immediately following the holiday except when the employee is on approved paid leave.

Section 3. When the holiday falls upon a Saturday, the City's official observance will be on Friday, with the above provisions in effect. When the holiday falls upon Sunday, Monday will be the day of observance.

Section 4. Holidays During Vacation Periods

Employees on approved leave during a holiday will not have the day of the holiday charged against them.

ARTICLE 24

VOTING

When an employee's normal work schedule during a Primary or General Election does not allow sufficient time off to vote, the employee may utilize one (1) hour of time off without loss of pay for the purpose of voting, subject to his or her supervisor's scheduling approval, which will not be unreasonably withheld.

ARTICLE 25

HEALTH INSURANCE

The parties acknowledge that the City has obtained group health insurance coverage, which is available for all employees and retirees. The parties further acknowledge that the City will expend its best efforts to continue to obtain and provide comparable coverage for its employees; however, the Union expressly reserves the right to notify the City in writing of its intent to propose an alternative to the status quo pertaining to health insurance coverage for the members of the bargaining unit, provided that the Union exercises this right thirty (30) days prior to the expiration of this collective bargaining agreement.

The City shall utilize an Employee Benefits Advisory Committee, which will include a Union representative. Changes in the health and hospitalization insurance program provided by the City shall be presented to the committee for review before the changes are implemented.

ARTICLE 26

PENSION RIGHTS

Effective October 1, 2012, the parties agree to the following modifications to the General Employees Pension Plan:

1) Final Average Earnings

For future service, average final compensation will be changed to the average of the last five years of compensation for those who retire after October 1, 2012.

2) Deferred Retirement Option Plan

After September 30, 2012, employees shall be eligible to participate in the Deferred Retirement Option (DROP) in the same manner as Florida Retirement System participants. Specifically, people entering the DROP on or after October 1, 2012, will 1.3% interest on their DROP accumulations and will not receive COLAs on their pension amounts until they are fully retired.

3) Survivor Benefits

After September 30, 2012 the survivor benefit available to employees participating in the General employees Pension Plan will be modified to be consistent to the survivor benefits provided by the Florida Retirement System.

4) Pensionable Income

Pensionable income will be calculated on the employee's base pay and a maximum of 200 overtime hours per year. The City of Pensacola will

count overtime hours as overtime paid out on paydays from October 1 through September 30 of each fiscal year.

5) Multiplier Factor

The retirement multiplier factor will be 1.75 percent for each year of service after September 30, 2012.

6) Cost of Living Adjustment

Provide for a Cost of Living Adjustment (COLA) in the amount of 1.0 percent following the employee's retirement.

ARTICLE 27

WAGES

The existing wage scale of the members of the bargaining unit shall remain in effect; provided however that the City shall process a payment to each member of the bargaining unit according to the following schedule:

YEAR 1: Fiscal 2018-2019: October 1, 2018, Three Percent (3%) increase to base pay up to the maximum of assigned pay grade. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 3% pay increase exceeding the maximum cap as a one-time bonus.

YEAR 2: Fiscal 2019-2020: October 1, 2019, Three and a half Percent (3.5%) increase to base pay up to the maximum of assigned pay grade. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 3.5% pay increase exceeding the maximum cap as a one-time bonus.

YEAR 3: Fiscal 2020-2021: October 1, 2020, Four Percent (4%) increase to base pay up to the maximum of assigned pay grade. 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.

ARTICLE 28

NO STRIKE CLAUSE

- A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the State; or engage in any other activities, which are prohibited in Section 447.203(6), Florida Statutes.
- B. AFSCME agrees to notify all of its local officers and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption, which may be caused or initiated by others.

ARTICLE 29

SEVERABILITY

In the event that any Article or provision of this Agreement is found to be invalid or unenforceable by the reason of any legislation of 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, should any change in wages, hours, or working conditions be required as a result of any subsequently enacted legislation, judicial order, conciliation agreement, or other legal requirements, the City shall give the Union notice of the action it intends to take to comply with such requirement; shall meet and confer with the Union, if requested, regarding the proposed action; and shall consider any position advanced by the Union in opposition to the proposed action.

ARTICLE 30

ENTIRE AGREEMENT

Section 1. This Agreement constitutes the entire agreement between the City 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 any 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.

Section 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 31

DURATION

This Agreement shall be in full force and effect from the date of ratification of this agreement (effective October 1, 2018) through 11:59 p.m. September 30, 2021.

ARTICLE 32

RESIDUAL RIGHTS

The employer retains all rights, powers, functions, and authority it had prior to the signing of this Agreement except as such right, powers, functions, and authority are specifically relinquished or abridged in this Agreement in accordance with Section 447.309(3), Florida Statutes.

All matters pertaining to terms and conditions of employment guaranteed by law to employees within the bargaining unit shall apply except as such matters are specifically abridged or modified by the terms of this Agreement in accordance with Section 447.309(3), Florida Statutes.

All pay and benefits provisions published in the City's Personnel rules which cover employees in the bargaining unit and which are not specifically provided for or modified by this Contract shall continue in effect during the term of this Agreement and while any successor agreement is negotiated.

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

FOR THE CITY OF PENSACOLA:

**FOR FLORIDA PUBLIC EMPLOYEES
COUNCIL 79, AFSCME, AFL-CIO:**

Robert E. Larkin, Chief Negotiator

AFSCME, Chief Negotiator

Date: _____

Date: _____

Edward F. Sisson
Chief Human Resources Officer,

Date:

RATIFIED BY:

RATIFIED BY:

Ashton J. Hayward, III, Mayor

, President
Local 3253

Date: _____

ATTEST:

City Clerk

Date: _____

**APPENDIX A AFSCME,
COUNCIL 79
CITY OF PENSACOLA BARGAINING UNIT**

CURRENT CLASSIFICATION TITLES <u>REPRESENTED BY AFSCME</u>
AIRPORT ELECTRICIAN I
AIRPORT ELECTRICIAN II
AIRPORT ELECTRICIAN III
AIRPORT MAINTENANCE TECHNICIAN I
AIRPORT MAINTENANCE TECHNICIAN II
AIRPORT MAINTENANCE TECHNICIAN III
AIRPORT TRAFFIC OFFICER
AUTO BODY FENDER PAINTER/REPAIR WORKER II
AUTO BODY SPECIALIST
AUTO/EQUIPMENT MECHANIC II
ELECTRICIAN
EQUIPMENT OPERATOR II
EQUIPMENT OPERATOR III
FIELD SERVICES TECHNICIAN
FIELD SERVICES WORKER
GAS CONTROLLER
HVAC TECHNICIAN I
HVAC TECHNICIAN II
INSTRUMENT TECHNICIAN
INSTRUMENT/ELECTRICAL CONTROL TECHNICIAN II
LABORER
LEAD WORKER
MAINTENANCE WORKER I
MAINTENANCE WORKER II
MAINTENANCE WORKER III
MASTER MECHANIC
SANITATION EQUIPMENT OPERATOR I
SANITATION EQUIPMENT OPERATOR II
SMALL ENGINE MECHANIC
STREET SWEEPER OPERATOR
TRAFFIC/ELECTRICAL CONTROL TECHNICIAN I

**APPENDIX B AFSCME, COUNCIL 79
CITY OF PENSACOLA BARGAINING UNIT**

**PROPOSED PAY SCALE SUMMARY
(Effective the first payday in October 2018)**

General Employees		
Range	Salary Range	
GE-01	19,697.60	- 33,654.40
GE-02	20,696.00	- 35,380.80
GE-03	21,715.20	- 37,128.00
GE-04	22,817.60	- 39,020.80
GE-05	23,857.60	- 39,894.40
GE-06	24,585.60	- 41,600.00
GE-07	25,313.60	- 43,284.80
GE-08	26,270.40	- 44,220.80
GE-09	27,060.80	- 45,177.60
GE-10	27,851.20	- 47,091.20
GE-11	28,641.60	- 49,025.60
GE-12	29,390.40	- 50,273.60
GE-13	30,160.00	- 51,584.00
GE-14	31,075.20	- 53,102.40
GE-15	32,635.20	- 55,785.60
GE-16	34,278.40	- 58,572.80
GE-17	36,004.80	- 61,526.40
GE-18	37,814.40	- 64,646.40
GE-19	39,728.00	- 67,870.40
GE-20	41,724.80	- 71,302.40
GE-21	43,825.60	- 74,880.00
GE-22	44,699.20	- 76,336.00
GE-23	48,360.00	- 82,555.20



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00293

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT

RECOMMENDATION:

That City Council authorize 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. 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. Finally, that City Council approve the supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On December 17, 2013 Mayor Hayward executed a nonbinding Memorandum of Understanding with ST Aerospace which allowed 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. On July 18, 2018 the Triumph Gulf Coast Board of Directors unanimously approved a \$56 million grant to the City of Pensacola to allow for development of an expanded MRO Campus.

The Mayor and Staff have a longer term strategy to grow the MRO capacity. Expanding taxiways and aprons to additional development sites will allow for the expansion of MRO capabilities to further diversify the economic development opportunities in the region, create additional high quality jobs, and support the burgeoning aviation industry in the State of Florida.

As part of this strategy and in anticipation of the associated growth, the Mayor and Staff have begun to identify possible funding sources to partially pay for the possible construction of additional facilities. The Mayor and Staff worked with the local legislative delegation to obtain a State appropriation during the 2018 Legislative Session. These funds will be committed in the form of a State of Florida Department of Transportation Public

Transportation Grant Agreement in the amount of \$3,000,000 that could be used to assist with the construction associated with an additional facility.

The acceptance and execution of the grant does not obligate the City of Pensacola to undertake the project. Rather, the acceptance and execution of the grant provides a source of funds for a future project.

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 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.

FUNDING:

Budget: \$ 3,000,000 Florida Department of Transportation Grant (441494-2-94-01)

Actual: Unknown At This Time

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate the grant funds. The pursuit for additional funding will continue in order to obtain the funds needed for the MRO expansion project.

CITY ATTORNEY REVIEW: Yes

7/26/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01
- 2) Resolution for Grant
- 3) Supplemental Budget Resolution
- 4) Supplemental Budget Explanation

PRESENTATION: No

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

Financial Project Number(s): (item-segment-phase-sequence) 441494-2-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only: Federal Award Date: Agency DUNS Number:	DPTO 215	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55042010328 Vendor Number: VF596000406004
Contract Number: CFDA Number: N/A CFDA Title: N/A CSFA Number: 55.004 CSFA Title: Aviation Grant Program			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Pensacola International Airport Facilities Development, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding (Aviation or Transit)**
- ☐ **Other**

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

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

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

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

Form 725-006-01
STRATEGIC
DEVELOPMENT
OGC 06/18

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2021. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. ☐ If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
9. **Project Cost:**
- a. The estimated total cost of the Project is \$3,000,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

- b. The Department agrees to participate in the Project cost up to the maximum amount of \$3,000,000, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 - ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
 - ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.
- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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

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

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

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement

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

Form 726-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

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

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

12. Contracts of the Agency:

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

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

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

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

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

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

Federal Funded:

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

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

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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us
- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

Form 726-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

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

Form 726-000-01
STRATEGIC
DEVELOPMENT
OGC 06/18

- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Jared Perdue

Title: _____

Title: Director of Transportation Development

Legal Review: Scott Calais

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

Form 725-000-
02 STRATEGIC
DEVELOPMENT
OGC 04/18

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Pensacola International Airport Facilities Development

B. Project Location (limits, city, county, map, illustration/graphic of project area): Pensacola International Airport/Pensacola, FL/Escambia

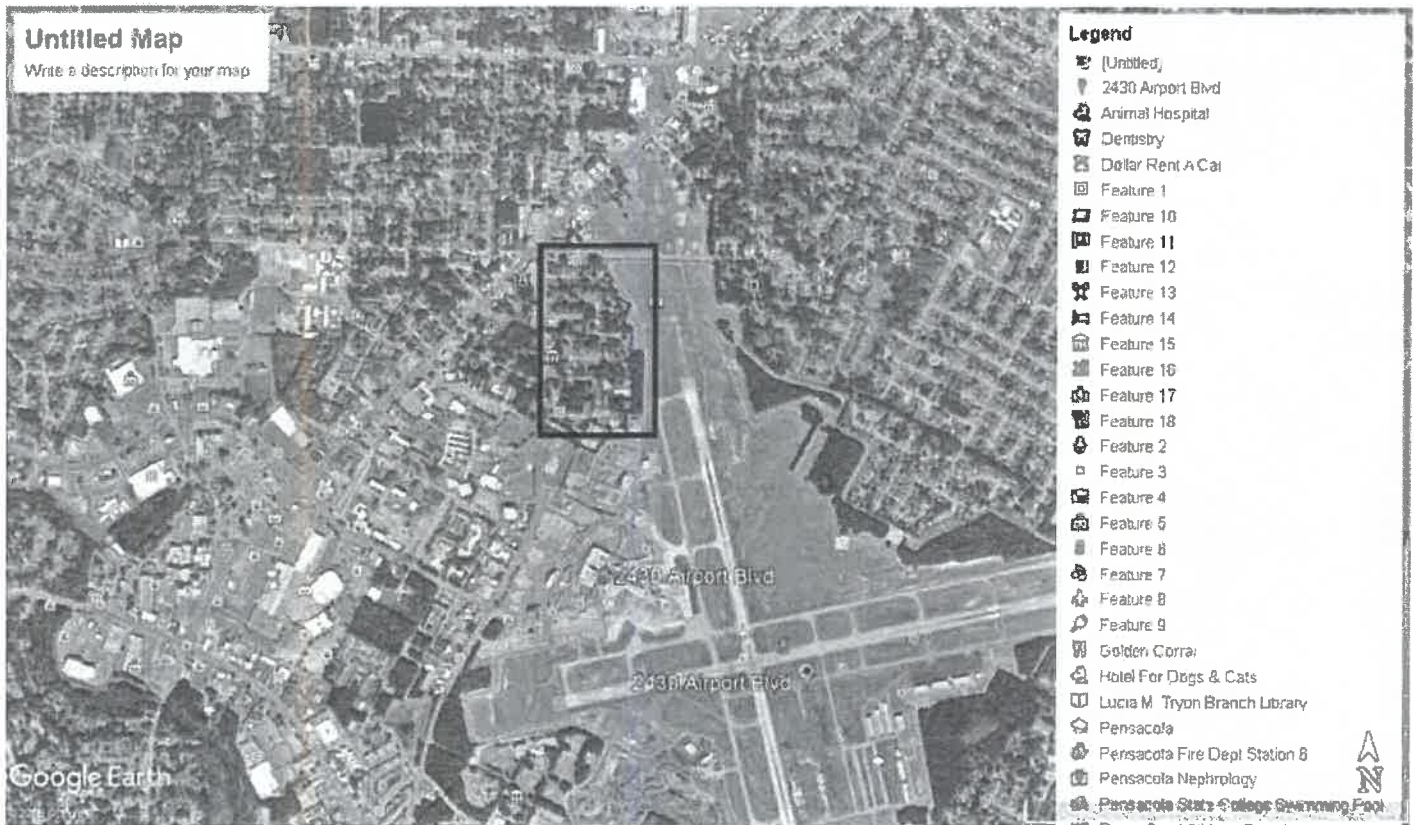
C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size):

Pensacola International Facility Development. The scope of work will include the design and construction of three additional hangars (one hangar at 173,000 sf and two additional hangars at 191,000 sf), 100,000 sf of warehouse and shop space, 120,000 sf administrative office building, and all adjacent roadways, taxiways, aprons, and infrastructure. The MRO hangars will be capable of accommodating aircraft as large as the Boeing 777/A300. Much of this new construction is on land the Airport acquired using prior FDOT funding, consequently this project is a natural extension of its long-term commercial development plan made possible by previous FDOT grants. **Justification:** There are several key quantitative measures that promote economic recovery, diversification, and are truly transformative to the economy of NW Florida and the State. The direct new jobs created in the Aerospace industry sector are 1,325. The average wage associated with the direct new jobs is \$44,461, not including fringe benefits. Based on the above, total annual payroll to NW Floridians will be \$58.9 million associated with the proposed project. When combined with the new jobs already created from Hangar 1 (not part of this project), total new Aerospace industry sector jobs will be 1,725 and total annual payrolls will be approximately \$69.0 million. Estimated cost for the project is approximately \$200 Million. This FDOT grant funds of \$3,000,000 for the project.

D. Deliverable(s):

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

E. Unallowable Costs (including but not limited to):



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

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 04/18

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	EM18	088719	2019	751000	55.004	Aviation Grant Program	\$3,000,000
Total Financial Assistance							\$3,000,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$3,000,000	\$0	\$0	\$3,000,000	100.00	0.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$3,000,000	\$0	\$0	\$3,000,000			

*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

Signature

Date

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

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

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

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

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.

- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual (PPM), Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ~Contact Person Constuction~.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

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

Insert District PIO contract info:

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

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

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

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 04/18

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit "A", Project Description and Responsibilities, and Exhibit "B", Schedule of Financial Assistance, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

- b. Florida Administrative Code (FAC)**
 - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
 - c. Local Government Requirements**
 - Airport Zoning Ordinance
 - Local Comprehensive Plan
 - d. Department Requirements**
 - Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
 - FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
 - b. Local Government Requirements**
 - Local Building Codes
 - Local Zoning Codes
 - c. Department Requirements**
 - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
 - b. Florida Requirements**
 - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

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

Form 726-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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

Form 726-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

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

Form 726-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
- 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency shall comply with the following requirements:
- 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, Florida Statutes, when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
- 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
- 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.
 - 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
 - 3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.

23. Construction Projects. The Agency assures that it will:

- a. **Project Certifications.** Certify Project compliances, including:
 - 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
 - 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 3) Completed construction complies with all applicable local building codes.
 - 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.
- b. **Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:
 - 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
 - 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
 - 3) The Project Engineer shall perform a review of the certification requirements listed in Section B2, Construction Certification, above and make a determination as to their applicability to this Project.
 - 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.
- c. **Inspection and Approval.** The Agency assures that:
 - 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
 - 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
 - 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.
- d. **Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. **Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

End of Exhibit E

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/18

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

RESOLUTION
NO. _____

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE 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 the airport management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, the Florida Department of Transportation has approved the projects and offered a Public Transportation Grant Agreement in the amount of \$3,000,000;

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

SECTION 1. That the City of Pensacola shall enter into 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 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

**RESOLUTION
NO. 18-28**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. AIRPORT FUND

As Reads	State Grants	18,184,752
To:		
Reads	State Grants	21,184,752
As Reads	State Grant Capital Outlay	18,184,752
To:		
Reads	State Grant Capital Outlay	21,184,752

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 2018 - SUPPLEMENTAL BUDGET RESOLUTION - AIRPORT FDOT PUBLIC TRANSPORTATION GRANT - RES NO. 18-28

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
State Grants	3,000,000	Increase estimated revenue from State Grants
Total Revenues	<u>3,000,000</u>	
Appropriations		
Capital Outlay	3,000,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>3,000,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-30

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

RESOLUTION 18-30 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT

RECOMMENDATION:

That City Council approve Resolution No. 18-30.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

On December 17, 2013 Mayor Hayward executed a nonbinding Memorandum of Understanding with ST Aerospace which allowed 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. On July 18, 2018 the Triumph Gulf Coast Board of Directors unanimously approved a \$56 million grant to the City of Pensacola to allow for development of an expanded MRO Campus.

The Mayor and Staff have a longer term strategy to grow the MRO capacity. Expanding taxiways and aprons to additional development sites will allow for the expansion of MRO capabilities to further diversify the economic development opportunities in the region, create additional high quality jobs, and support the burgeoning aviation industry in the State of Florida.

As part of this strategy and in anticipation of the associated growth, the Mayor and Staff have begun to identify possible funding sources to partially pay for the possible construction of additional facilities. The Mayor and

Staff worked with the local legislative delegation to obtain a State appropriation during the 2018 Legislative Session. These funds will be committed in the form of a State of Florida Department of Transportation Public Transportation Grant Agreement in the amount of \$3,000,000 that could be used to assist with the construction associated with an additional facility.

The acceptance and execution of the grant does not obligate the City of Pensacola to undertake the project. Rather, the acceptance and execution of the grant provides a source of funds for a future project.

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 contract with Atkins North America.

February 8, 2018 - 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.

FUNDING:

Budget:	\$ 4,000,000	Florida Department of Economic Opportunity Grant (G0009)
	56,000,000	Triumph Gulf Coast
	<u>3,000,000</u>	Florida Department of Transportation Grant (441494-2-94-01)
	<u>\$63,000,000</u>	Total Known Funding Sources

Actual: Unknown

FINANCIAL IMPACT:

The City of Pensacola has received approval for \$63,000 million from a combination of Florida grants and the Triumph Gulf Coast funds. The pursuit for additional funding will continue in order to obtain the funds needed for the MRO expansion project.

CITY ATTORNEY REVIEW: Yes

7/26/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

1) Resolution No. 18-30

PRESENTATION: No

RESOLUTION
NO. 18-30

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE 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 the airport management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, the Florida Department of Transportation has approved the projects and offered a Public Transportation Grant Agreement in the amount of \$3,000,000;

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 enter into 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 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 #: 18-28

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION 18-28 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT

RECOMMENDATION:

That City Council approve Supplemental Budget Resolution No. 18-28.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On December 17, 2013 Mayor Hayward executed a nonbinding Memorandum of Understanding with ST Aerospace which allowed 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. On July 18, 2018 the Triumph Gulf Coast Board of Directors unanimously approved a \$56 million grant to the City of Pensacola to allow for development of an expanded MRO Campus.

The Mayor and Staff have a longer term strategy to grow the MRO capacity. Expanding taxiways and aprons to additional development sites will allow for the expansion of MRO capabilities to further diversify the economic development opportunities in the region, create additional high quality jobs, and support the burgeoning aviation industry in the State of Florida.

As part of this strategy and in anticipation of the associated growth, the Mayor and Staff have begun to identify possible funding sources to partially pay for the possible construction of additional facilities. The Mayor and Staff worked with the local legislative delegation to obtain a State appropriation during the 2018 Legislative Session. These funds will be committed in the form of a State of Florida Department of Transportation Public Transportation Grant Agreement in the amount of \$3,000,000 that could be used to assist with the construction

associated with an additional facility.

The acceptance and execution of the grant does not obligate the City of Pensacola to undertake the project. Rather, the acceptance and execution of the grant provides a source of funds for a future project.

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 contract with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to executed 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.

FUNDING:

Budget:	\$ 4,000,000	Florida Department of Economic Opportunity Grant (G0009)
	56,000,000	Triumph Gulf Coast
	<u>3,000,000</u>	Florida Department of Transportation Grant (441494-2-94-01)
	<u>\$63,000,000</u>	Total Known Funding Sources

Actual: Unknown

FINANCIAL IMPACT:

The City of Pensacola has received approval for \$63 million from a combination of Florida grants and the Triumph Gulf Coast funds. The pursuit for additional funding will continue in order to obtain the funds needed for the MRO expansion project. Approval of the supplemental budget resolution will appropriate the State of Florida Department of Transportation Grant Funds.

CITY ATTORNEY REVIEW: Yes

7/26/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 18-28
- 2) Supplemental Budget Explanation No. 18-28

PRESENTATION: No

**RESOLUTION
NO. 18-28**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. AIRPORT FUND

As Reads	State Grants	18,184,752
To:		
Reads	State Grants	21,184,752
As Reads	State Grant Capital Outlay	18,184,752
To:		
Reads	State Grant Capital Outlay	21,184,752

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**SEPTEMBER 2018 - SUPPLEMENTAL BUDGET RESOLUTION - AIRPORT FDOT PUBLIC TRANSPORTATION GRANT - RES NO. 18-28**

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
State Grants	3,000,000	Increase estimated revenue from State Grants
Total Revenues	<u>3,000,000</u>	
Appropriations		
Capital Outlay	<u>3,000,000</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>3,000,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-18

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Sherri F. Myers

SUBJECT:

PROPOSED ORDINANCE NO. 23-18 - AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA- DUTIES - PARKS AND RECREATION BOARD

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 23-18 on first reading.

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; DUTIES - PARKS AND RECREATION BOARD; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

Recently, actions have been taken by a Council created and authorized Committee which has called into question the appropriate reporting and authorization procedures.

This item seeks to clarify this language as follows:

Sec. 6-2-3. - Duties.

The parks and recreation board shall advise and make recommendations to the city council on matters concerning parks and recreation, and shall advise the mayor's office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. Information on matters concerning the maintenance and operation of parks and recreational activities within the City shall be forwarded to the Mayor's Office via the Director of Parks and Recreation. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.

PRIOR ACTION:

Parks and Recreation Board Created

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 23-18

PRESENTATION: No

PROPOSED
ORDINANCE NO. 23-18

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; DUTIES – PARKS AND RECREATION BOARD; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; 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:

The parks and recreation board shall advise and make recommendations to the city council. ~~and shall advise the mayor's office via the director of neighborhood services on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city.~~ Information on matters concerning the establishment, maintenance and operation of parks and recreational activities within the City shall be forwarded to the Mayor's Office via the Director of Parks and Recreation. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.

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

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

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-33

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

RESOLUTION NO. 18-33 - AUTHORIZING THE MODIFICATION OF THE TERMS OF THE EXISTING AIRPORT TAXABLE CUSTOMER FACILITY CHARGES REVENUE NOTE.

RECOMMENDATION:

That City Council adopt Resolution No. 18-33.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, AUTHORIZING THE MODIFICATION TO THE TERMS OF A LOAN TO FINANCE THE COST OF THE RENTAL CAR SERVICE FACILITY AT THE PENSACOLA INTERNATIONAL AIRPORT; APPROVING CERTAIN AMENDMENTS TO THE LOAN AGREEMENT; AUTHORIZING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR OTHER ADMINISTRATIVE ACTIONS AND APPROVALS; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT PROVISIONS AND PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In January 2008 City Council approved a \$21 million taxable loan (the "Original Loan") from Bank of America, N.A., to finance the Rental Car Service Facility at the Pensacola Regional Airport and the City issued its Airport Taxable Customer Facility Charges Revenue Note (the "Original Note"). Construction costs were lower than originally anticipated and only \$17,847,177 was actually borrowed. The terms of the Original Loan required interest only payments for three years with interest calculated on the basis of the 30 day LIBOR Rate plus 75 basis points (or .75%). The loan is currently being paid from Customer Facility Charge (CFC) revenues.

On September 23, 2010, with authorization by City Council and Bank of America, the maturity of the Original Note was extended to December 31, 2012 (the "2010 Modified Note") under the same terms provided in the Original Loan (the "2010 Loan Modification"). Prior to the closing of the 2010 Loan Modification, accumulated CFC revenues in the amount of \$3,047,177 were applied by the City to pay a portion of the outstanding principal amount of the Original Note, leaving an outstanding balance of \$14,800,000.

On June 27, 2012, with authorization by City Council and Bank of America, the maturity of the 2010 Modified Note was extended to December 31, 2015 (the "2012 Modified Note") under the same terms provided in the Original Loan (the "2012 Loan Modification"). Prior to the closing of the 2012 Loan Modification, accumulated CFC revenues in the amount of \$3,000,000 were applied by the City to pay a portion of the outstanding principal amount of the 2010 Modified Note, leaving an outstanding balance of \$11,800,000.

On September 25, 2015, with authorization by City Council and Bank of America, the maturity of the 2012 Modified Note was extended to December 31, 2018 (the "2015 Modified Note") under the same terms provided in the Original Loan (the "2015 Loan Modification"). Prior to the closing of the 2015 Loan Modification, accumulated CFC revenues in the amount of \$3,000,000 were applied by the City to pay a portion of the outstanding principal amount of the 2015 Modified Note, leaving an outstanding balance of \$8,800,000.

In anticipation of the maturity of the 2015 Modified Note on December 31, 2018, City staff along with the City's Financial Advisor, Julie Santamaria of RBC Capital Markets, LLC, began reviewing market conditions, CFC revenue capacity for debt service and refinancing options. It was determined that extending the maturity of the 2015 Modified Note to December 31, 2021, with a pay down of principal of \$3,000,000 was the best option. The Bank of America was represented by Joe Miller, Senior Vice President of Bank of America Merrill Lynch. The financing team also included Randy Clement, Esq. with Bryant Miller Olive P.A., the City's Bond Council.

Renewal terms negotiated with Bank of America allow for an extension of interest only through December 31, 2021. Interest will be calculated on the same basis as the Original Loan, including an interest rate based on the 30 day LIBOR Rate plus 75 basis points. Due to the pay down of principal, the renewal loan amount will be reduced to \$5,800,000. Repayments of the loan are secured from a first priority pledge of the portion of the Customer Facility Charge (CFC) revenues constituting the Service Site Area Customer Facility Charge, the Service Site Area Ground Rent and Facilities Rent.

PRIOR ACTION:

December 15, 2005 - City Council Information Memo - Approval Official Intent Resolution.

February 6, 2006 - City Council Information Memo - Airport Financing Team.

January 17, 2008 - City Council approval of Bank of America Loan.

September 9, 2010 - City Council approval of Bank of America Loan Extension.

June 14, 2012 - City Council approval of Bank of America Loan Extension.

September 17, 2015 - City Council approval of Bank of America Loan Extension.

FUNDING:

Budget: \$ 3,000,000

Actual: \$ 3,000,000

FINANCIAL IMPACT:

The Airport is responsible for a \$25,000 structuring fee and all professional fees in the amount of \$30,500 incurred to modify the loan for a total estimated cost of \$55,500. Current Libor is 2.0921, a month ago 1.9825 and a year ago 1.2272; based on current Libor the interest rate would be 2.8421% with monthly interest payments of approximately \$13,700. Approval of the Supplemental Budget Resolution will appropriate the \$3,000,000 for the principal payment.

CITY ATTORNEY REVIEW: Yes

8/20/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Resolution No. 18-33

PRESENTATION: No

RESOLUTION NO. 18-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, AUTHORIZING THE MODIFICATION TO THE TERMS OF A LOAN TO FINANCE THE COST OF THE RENTAL CAR SERVICE FACILITY AT THE PENSACOLA INTERNATIONAL AIRPORT; APPROVING CERTAIN AMENDMENTS TO THE LOAN AGREEMENT; AUTHORIZING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR OTHER ADMINISTRATIVE ACTIONS AND APPROVALS; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT PROVISIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 17, 2008, the City Council of the City of Pensacola, Florida (the "City") adopted Resolution No. 03-08, authorizing the execution and delivery of its Airport Taxable Customer Facility Charges Revenue Note dated February 4, 2008, in an amount not exceeding \$21,000,000 (the "2008 Note") evidencing the City's obligations under a Loan Agreement dated as of February 4, 2008 (the "Original Loan Agreement"), by and between the City and Bank of America, N.A. (the "Bank"); and

WHEREAS, the proceeds of the 2008 Note in the amount of \$17,847,177 were applied to pay the cost of construction and equipping of a rental car service center to serve the Pensacola International Airport, a City owned and operated airport; and

WHEREAS, on September 9, 2010, the City Council of the City adopted Resolution No. 29-10 authorizing the execution of a Modification to Loan Agreement dated as of September 23, 2010, by and between the City and the Bank (together with the Original Loan Agreement, the "2010 Loan Agreement"), pursuant to which, the City and the Bank agreed to substitute a new promissory note for the 2008 Note (the "2010 Modified Note") to reflect the modifications therein described, and

WHEREAS, on June 14, 2012, the City Council of the City adopted Resolution No. 17-12, authorizing the execution of a 2012 Modification to Loan Agreement dated as of June 28, 2012, by and between the City and the Bank (together with the Original Loan Agreement, the "2012 Loan Agreement"), pursuant to which, the City and the Bank agreed to substitute a new promissory note for the 2010 Modified Note (the "2012 Modified Note") to reflect the modifications therein described; and

WHEREAS, on September 17, 2015, the City Council of the City adopted Resolution No. 40-15, authorizing the execution of a 2015 Modification to Loan Agreement dated as of September 25, 2015, by and between the City and the Bank (together with the Original Loan Agreement, the "2015 Loan Agreement", and as modified as herein described, the "Loan

Agreement”), pursuant to which, the City and the Bank agreed to substitute a new promissory note for the 2012 Modified Note (the “2015 Modified Note”) to reflect the modifications therein described; and

WHEREAS, the 2015 Modified Note is secured by the Service Site Area Customer Facility Charge, the Service Site Area Ground Rent and the Facilities Rent, to the extent provided in the Original Loan Agreement, amounts in or required to be transferred to the Rental Car Account, and certain Airport Revenues deposited in the Subordinate Securities Fund under the Bond Resolution (as defined in the Original Loan Agreement); and

WHEREAS, prior to the execution and delivery of the 2018 Modified Note, as herein described, the City intends to pay the Bank the amount of \$3,000,000 as a principal reduction payment (the “2018 Principal Reduction”), leaving a remaining principal amount outstanding of \$5,800,000; and

WHEREAS, the 2015 Modified Note matures on December 31, 2018, and the Bank has agreed to extend the maturity date to December 31, 2021, at which time all amounts due in respect of principal and interest then due on such indebtedness will be payable by the City; and

WHEREAS, the 2015 Modified Note in a principal amount outstanding of \$8,800,000 will be surrendered to the City in exchange for a new note (the “2018 Modified Note”) payable monthly as to interest only until December 31, 2021, at which time all remaining unpaid principal and interest on the 2018 Modified Note shall be due and payable to the Bank; and

WHEREAS, the City and the Bank have agreed to modify the 2015 Loan Agreement (the “2018 Modification to Loan Agreement”) and to substitute and replace the corresponding 2015 Modified Note with the 2018 Modified Note evidencing the same indebtedness as the 2015 Modified Note after the 2018 Principal Reduction;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Pensacola, Florida, as follows:

SECTION 1. DEFINITIONS. Terms defined in the preambles hereof shall have the meanings set forth therein. All capitalized terms used herein which are defined in the Loan Agreement shall have the meanings assigned thereto in the Loan Agreement, unless the context affirmatively requires otherwise. The following terms in this Resolution shall have the following meanings unless the text otherwise expressly requires:

“Chief Financial Officer” means the Chief Financial Officer of the City, or his or her designee.

“City Administrator” means the City Administrator of the City, or any acting or interim City Administrator, or his or her designee.

“City Attorney” means the City Attorney of the City, or his or her designee.

“City Council” means the City Council of the City, as the governing body of the City.

“Clerk” means the Clerk of the City, any acting, deputy, or assistant Clerk, or his or her designee.

“Mayor” means the Mayor of the City or the City Administrator or Chief Financial Officer on behalf of the Mayor.

SECTION 2. MODIFICATION OF 2015 LOAN AGREEMENT; APPROVAL OF 2018 MODIFICATION TO LOAN AGREEMENT; AND SUBSTITUTION OF 2015 MODIFIED NOTE. The modification of the 2015 Loan Agreement to establish a maturity date of December 31, 2021, a principal amount outstanding of \$5,800,000 and to effect other amendments described in the 2018 Modification to Loan Agreement is hereby authorized. The 2018 Modification to Loan Agreement, substantially in the form annexed hereto as Exhibit A and incorporated herein by reference, including by reference the 2018 Modified Note attached thereto, is hereby approved, with such omissions, insertions and variations as may be approved on behalf of the City by the Mayor, such approval to be evidenced conclusively by the Mayor’s execution thereof. Further, the City Council hereby authorizes the Mayor to execute the 2018 Modification to Loan Agreement and the 2018 Modified Note, each to be attested under seal by the City Clerk, approved as to substance by the Chief Financial Officer, and designated legal in form and valid as drawn by the City Attorney, and to deliver to the Bank, in exchange for the 2015 Modified Note, the 2018 Modification to Loan Agreement and the 2018 Modified Note, all of the provisions of which, when executed and delivered by the City as authorized herein and by the Bank duly authorized, shall be deemed to be part of this instrument as fully and to the same extent as if incorporated verbatim herein.

Because of terms of the 2015 Modified Note and prevailing market conditions, it is in the best interest of the City to execute and deliver the 2018 Modified Note in a private negotiated financing transaction. Prior to the execution and delivery of the 2018 Modified Note, the City shall receive a Disclosure Statement from the Bank containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit B.

SECTION 3. 2018 PRINCIPAL REDUCTION; PAYMENT OF ACCRUED INTEREST AND CANCELLATION OF 2015 MODIFIED NOTE. The 2018 Principal Reduction is hereby authorized, ratified and approved. The Mayor and the Chief Financial Officer for the City shall arrange for and effect payment of the 2018 Principal Reduction, plus payment of accrued interest until the 2015 Modified Note is exchanged for the 2018 Modified Note. The 2015 Modified Note received in exchange for the 2018 Modified Note, such 2015 Modified Note having an unpaid principal amount of \$8,800,000, shall be cancelled. The 2018 Modified Note shall evidence the same indebtedness as the 2015 Modified Note.

SECTION 4. ADDITIONAL AUTHORIZATIONS; NO PERSONAL LIABILITY. The Mayor, City Administrator, City Attorney, the Clerk, the Chief Financial Officer and such other authorized officers, employees and agents of the City, are each designated as agents of the City and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the City that are necessary or desirable in connection with the requirements hereof or with the execution and delivery of the 2018 Modification to Loan Agreement and 2018 Modified Note and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution or any action relating to the transactions contemplated hereunder. Such officers and those so designated are hereby charged with the responsibility for executing the 2018 Modification to Loan Agreement and 2018 Modified Note.

No covenant, stipulation, obligation or agreement contained in this Resolution or the 2018 Modification to Loan Agreement and 2018 Modified Note shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the City in his or her individual capacity, and neither the members of the City Council of the City, nor any person executing the 2018 Modification to Loan Agreement and 2018 Modified Note shall be liable personally thereon or shall be subject to any personal liability or accountability by reason of the execution and delivery thereof.

SECTION 5. REPEALING CLAUSE. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provisions (or such provisions in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. APPLICABLE PROVISION OF LAW. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 8. VENUE. Venue for any claim, action or proceeding arising out of this Resolution, the 2018 Modification to Loan Agreement or 2018 Modified Note shall be Escambia County, Florida.

Notwithstanding anything in the 2018 Modification to Loan Agreement or 2018 Modified Note to the contrary, the Bank, by virtue of its execution and delivery of the 2018 Modification to Loan Agreement, shall be bound by the provisions of this Section 8.

[Remainder of page intentionally left blank]

SECTION 9. 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.

Adopted: September 13, 2018

[SEAL]

Approved: _____
Gerald Wingate, Council President

Attest:

Ericka L. Burnett, City Clerk

EXHIBIT A

2018 MODIFICATION TO LOAN AGREEMENT

[Follows]

2018 MODIFICATION TO LOAN AGREEMENT

THIS 2018 MODIFICATION TO LOAN AGREEMENT (this "Modification") is made and entered into as of September 20, 2018, and is by and between **CITY OF PENSACOLA, FLORIDA**, a municipal corporation organized and duly existing under the laws of the State of Florida (the "City") and **BANK OF AMERICA, N.A.**, a national banking association, and its successors and assigns, as holder(s) of the hereinafter defined 2018 Modified Note (the "Bank").

The parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

ARTICLE I DEFINITION OF TERMS

Section 1.01 Definitions. The words and terms which are defined in the Loan Agreement dated as of February 4, 2008 (the "Original Loan Agreement"), as modified by a Modification to Loan Agreement dated as of September 23, 2010 (together with the Original Loan Agreement, the "2010 Loan Agreement"), a 2012 Modification to Loan Agreement dated as of June 28, 2012 (together with the Original Loan Agreement, the "2012 Loan Agreement"), and a 2015 Modification to Loan Agreement dated as of September 25, 2015 (together with the Original Loan Agreement, the "2015 Loan Agreement" and as herein modified, the "Loan Agreement") each between the City and the Bank, shall have the same meanings ascribed to them when used herein, unless the context or use indicates a different meaning or intent.

ARTICLE II BACKGROUND

(a) On February 4, 2008, the City obtained a loan from the Bank in the amount of not exceeding \$21,000,000 (the "2008 Loan") pursuant to the Original Loan Agreement for the purpose of financing the cost of construction and equipping of a rental car service center to serve the Airport.

(b) As evidence of the 2008 Loan made pursuant to the Original Loan Agreement, the City executed and delivered its Airport Taxable Customer Facilities Charges Revenue Note in the principal amount of the 2008 Loan in the form attached to the Original Loan Agreement as Exhibit "A" (the "2008 Note").

(c) The proceeds of the 2008 Note were applied to pay the cost of the Project.

(d) Pursuant to the 2010 Loan Agreement, the City and the Bank modified the Original Loan Agreement and substituted the corresponding 2008 Note with a new promissory note (the "2010 Modified Note") to reflect the modifications therein described.

(e) Pursuant to the 2010 Loan Agreement, the City and the Bank modified the Original Loan Agreement and substituted the corresponding 2010 Modified Note with a new promissory note (the "2012 Modified Note") to reflect the modifications therein described.

(f) Pursuant to the 2012 Loan Agreement, the City and the Bank modified the Original Loan Agreement and substituted the corresponding 2012 Modified Note with a new promissory note (the "2015 Modified Note") to reflect the modifications therein described.

(g) The current amount outstanding of the 2015 Modified Note is \$5,800,000.

(h) The City and the Bank have agreed to modify the 2015 Loan Agreement and substitute the corresponding 2015 Modified Note with a new promissory note (the "2018 Modified Note") to reflect the modifications herein described.

ARTICLE III REPRESENTATIONS OF THE CITY

The City represents and warrants to the Bank that:

Section 3.01 Powers of the City. The City is a political subdivision and municipality, duly organized and validly existing under the laws of the State. The City has the power to execute and deliver this Modification and the 2018 Modified Note, to secure the 2018 Modified Note in the manner contemplated herein and in the Loan Agreement and to perform and observe all the terms and conditions of the Loan Agreement and the 2018 Modified Note on its part to be performed and observed.

Section 3.02 Authorization of Modification. The City had, has, or will have, as the case maybe, at all relevant times, full legal right, power, and authority to execute this Modification and the 2018 Modified Note, to make the 2018 Modified Note, and to carry out and consummate all other transactions contemplated hereby, and the City has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The City has duly authorized execution and delivery of this Modification, and the making and delivery of the 2018 Modified Note to the Bank and to that end the City warrants that it will take all action and will do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the 2018 Modified Note.

The 2018 Modified Note has been duly authorized, executed, issued and delivered to the Bank and constitutes the legal, valid and binding limited obligation of the City enforceable in accordance with the terms thereof and the terms hereof, and is entitled to the benefits and security of the Loan Agreement, subject to the provisions of the bankruptcy laws of the United States of America and to other applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights, heretofore or hereinafter enacted, to the extent constitutionally applicable, and provided that its enforcement may also be subject to equitable principles that may affect remedies or other equitable relief, or to the exercise of

judicial discretion in appropriate cases. All approvals, consents, and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the 2018 Modified Note or the execution and delivery of or the performance by the City of its obligations under this Modification and the 2018 Modified Note have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect.

Section 3.03 No Violation of Law or Contract. The City is not in default under the 2015 Loan Agreement or in any material respect under any other agreement or other instrument to which it is a party or by which it may be bound, the breach of which could result in a material and adverse impact on the financial condition of the City or the ability of the City to perform its obligations under the Loan Agreement and under the 2018 Modified Note. The making and performing by the City of this Modification and the 2018 Modified Note will not violate any applicable provision of law, and will not result in a material breach of any of the terms of any agreement or instrument to which the City is a party or by which the City is bound, the breach of which could result in a material and adverse impact on the financial condition of the City or the ability of the City to perform its obligations under the Loan Agreement and under the 2018 Modified Note.

Section 3.04 Pending or Threatened Litigation. There are no actions or proceedings pending against the City or affecting the City or, to the knowledge of the City, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of the City, or which questions the validity of this Modification or the 2018 Modified Note or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

Section 3.05 Financial Information. The financial information regarding the City furnished to the Bank by the City in connection with this Modification is accurate, and there has been no material and adverse change in the financial condition of the City from that presented in such information.

ARTICLE IV MODIFICATION TO LOAN AGREEMENT

Section 4.01 Modification. Pursuant to Section 7.02 of the Original Loan Agreement, the undersigned hereby agree to modify the 2015 Loan Agreement as follows:

Any provision of the 2015 Loan Agreement and the 2015 Modified Note to the contrary notwithstanding, the terms of the 2015 Loan Agreement and the 2015 Modified Note are hereby modified to the extent described in the 2018 Modified Note attached hereto as Exhibit A which 2018 Modified Note replaces the 2015 Modified Note in its entirety. The City shall pay interest only each month until December 31, 2021, at which time the remaining principal and accrued and unpaid interest on the 2018 Modified Note shall be paid in full. The City shall have the

right to prepay the principal amount of the 2018 Modified Note in whole or in part at any time, as provided in the 2018 Modified Note.

Section 4.02 Loan Agreement to Remain in Effect. As amended and supplemented hereby, the Loan Agreement shall remain in full force and effect and the same is in all respects hereby ratified and confirmed, and the Loan Agreement as so amended and supplemented hereby shall be read, taken and construed as one and the same instrument.

ARTICLE V MISCELLANEOUS

Section 5.01 Illegal or Invalid Provisions Disregarded. In case any provision of this Modification shall for any reason be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such provision had never been contained herein.

Section 5.02 Applicable Law. This Modification shall be deemed to be a contract made in the State and governed by State law.

Section 5.03 Term of Modification. This Modification and the respective obligations of the parties hereto shall be in full force and effect from the date hereof until the expiration of the term of the Loan Agreement.

Section 5.04 Headings. The captions or headings in this Modification are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof.

Section 5.05 Payment of Fees and Expenses. The City hereby agrees to pay the Bank a structuring fee in the amount of \$25,000 and to pay the costs of its counsel in the amount of \$1,500, such fee and payment is subject to the execution and delivery of this Modification and the 2018 Modified Note as herein described.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Modification to be executed and delivered as of the date first written above.

CITY OF PENSACOLA, FLORIDA

By: _____
Ashton J. Hayward, III, Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

Approved as to Substance:

By: _____
Richard Barker, Jr.
Chief Financial Officer

Legal in Form and Valid as Drawn:

By: _____
Lysia H. Bowling
City Attorney

[Signature Page to 2018 Modification to Loan Agreement]

BANK OF AMERICA, N.A.

By: _____

Name: Joe R. Miller

Title: Senior Vice President

[Signature Page to 2018 Modification to Loan Agreement]

EXHIBIT A

FORM OF 2018 MODIFIED NOTE

KNOW ALL MEN BY THESE PRESENTS that the undersigned maker, the City of Pensacola, Florida (the “City”), a municipality created and existing pursuant to the Constitution and the laws of Florida, for value received, promises to pay solely from the sources hereinafter provided, to the order of Bank of America, N.A. or registered assigns (hereinafter, the “Bank”), the principal sum of \$5,800,000.00, together with interest on the principal balance outstanding at the rate set forth below, based upon a year of 360 days for the actual number of days elapsed. This Note evidences the same indebtedness originally issued in an amount not exceeding \$21,000,000 and currently outstanding and being exchanged and re-issued hereby in the amount of \$5,800,000.00 and is issued in conjunction with a Loan Agreement dated as of February 4, 2008, as modified by a Modification to Loan Agreement dated as of September 23, 2010, a 2012 Modification to Loan Agreement dated as of June 28, 2012, a 2015 Modification to Loan Agreement dated as of September 25, 2015, and as modified by a 2018 Modification to Loan Agreement dated even date herewith, each between the City and the Bank (collectively, the “Loan Agreement”).

Principal of and interest on this Note is payable in immediately available funds constituting lawful money of the United States of America at such place (the “Payment Office of the Bank”) as the Bank may designate to the City.

The City shall pay the Bank interest on the outstanding principal balance hereof on the first day of each month, beginning October 1, 2018 and the entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on December 31, 2021 (the “Maturity Date”). No principal shall be due prior to the Maturity Date.

All payments by the City pursuant to this Note shall apply first to accrued interest, then to other charges due to the Bank, and the balance thereof shall apply to the principal sum due.

During each Interest Period other than the First Modified Interest Period (hereinafter defined) any principal outstanding hereunder will bear interest at a rate equal to the sum of (i) the LIBOR Rate (hereinafter defined) applicable to such Interest Period plus (ii) 0.75 percent (75 basis points). During the First Modified Interest Period any principal outstanding hereunder will bear interest at a rate of ____%.

“Interest Period” means each period commencing on and including the 1st day (or if not a Business Day, the next day which is a Business Day) of each month and ending on, but not including, the 1st day (or if not a Business Day, the next day which is a Business Day) of the next month, provided that the first Interest Period shall commence on September 20, 2018 (or if not a Business Day, the next succeeding Business Day) (the “First Modified Interest Period”).

"LIBOR Rate" for each Interest Period is a rate of interest equal to the rate per annum equal to the London Interbank Offered Rate (or a comparable or successor rate which is approved by the Bank), as published by Bloomberg (or other commercially available source providing quotations of such rate as selected by the Bank from time to time) as determined for the first day of each Interest Period (the "Adjustment Date") at approximately 11:00 a.m. London time two (2) London Banking Days prior to such Adjustment date, for U.S. Dollar deposits (for delivery on such Adjustment Date) with a term of one month, as adjusted from time to time in the Bank's sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate for that Interest Period will be determined by such alternate method as reasonably selected by the Bank. A "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars. If at any time the LIBOR Rate is less than zero, such rate shall be deemed to be zero.

Subject to three (3) days' prior written notice to the Bank, this Note may be prepaid in whole or in part on the first Business Day of each month by payment in an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment, and without premium or penalty; provided, however, this Note may be prepaid in whole or in part on any date other than the first Business Day of each month, subject to a prepayment premium in an amount sufficient to compensate the Bank for any loss, cost or expense incurred by it as a result of the prepayment, including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain the amount prepaid or from fees payable to terminate the deposits from which such funds were obtained. The City shall also pay any customary administrative fees charged by the Bank in connection with the foregoing. For purposes of this paragraph, the Bank shall be deemed to have funded each prepaid amount by a matching deposit or other borrowing in the applicable interbank market, whether or not the amount was in fact so funded.

Upon the occurrence of an Event of Default (as defined in the Loan Agreement) then the Bank may declare the entire debt then remaining unpaid hereunder immediately due and payable; and in any such default and acceleration, the City shall also be obligated to pay (but only from the Pledged Revenues) as part of the indebtedness evidenced by this Note, all costs of collection and enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from the automatic stay. If any payment hereunder is not made within fifteen (15) days after it is due, then the City shall also be obligated to pay, from Pledged Revenues, as a part of the indebtedness evidenced by this Note a late payment fee in the amount of 4% of delinquent payment, which late payment shall be due and payable immediately.

In no event shall the aggregate amounts contracted for, demanded, charged, or collected in connection herewith which are deemed "interest" exceed the Lawful Rate. The term "*Lawful Rate*" shall mean the highest lawful rate of interest applicable to this Note pursuant to State law.

It is expressly stipulated and agreed to be the intent of the City and the Bank at all times to comply with the applicable law governing the Lawful Rate or amount of interest payable on or in connection with this Note (or applicable United States federal law). If the applicable law, as judicially interpreted from time to time, shall ever render usurious any amount called for under the Loan Agreement or this Note or contracted for, demanded, charged, taken, reserved, or received with respect to this Note, or if acceleration of the maturity of this Note or if any prepayment by the City results in the City having paid any interest in excess of that permitted by law, then it is the City's express intent that all excess amounts theretofore collected by the Bank be credited to the principal balance of this Note (or, if this Note has been or would thereby be paid in full, the excess refunded to the City), and the provisions of this Note immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. The right to accelerate maturity of this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of acceleration. All sums paid or agreed to be paid by the City for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on the account of such indebtedness does not exceed the applicable usury ceiling. Notwithstanding any provision contained in this Note that permits the compounding of interest, including, without limitation, any provision by which any accrued interest is added to the principal amount of this Note, the total amount of interest that the City is obligated to pay with respect to this Note under the terms of this paragraph shall not exceed the amount calculated on a simple (*i.e.*, noncompounded) interest basis at the Lawful Rate on the principal amount hereof, including any advances made pursuant to the Loan Agreement (such as the payment of taxes, insurance premiums and similar expenses or costs).

Interest at the maximum lawful rate per annum (not exceeding a rate of 25% per annum) shall be payable on the entire principal balance owing hereunder from and after the occurrence of and during the continuation of a default described in the preceding paragraph, irrespective of a declaration of maturity. Nothing herein shall be deemed to pledge or obligate any other funds, other than the Pledged Revenues as provided in the Loan Agreement, to the repayment of this Note. This Note shall not constitute a general or moral obligation of the City, or a pledge of the faith, credit or taxing power of the City.

The City to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

This Note is a limited and special obligation of the City, payable solely from the Pledged Revenues to the extent provided in the Loan Agreement. Notwithstanding any other provision of this Note, the City is not and shall not be liable for the payment of the principal of and interest on this Note or otherwise monetarily liable in connection herewith from any property other than as provided in the Loan Agreement.

All terms, conditions and provisions of the Loan Agreement are by this reference thereto incorporated herein as a part of this Note. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

This Note may be exchanged or transferred but only as provided in the Loan Agreement.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitations.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Pensacola, Florida, has issued this Note in full substitution for the 2015 Modified Note, and has caused the same to be manually signed by the Mayor and the corporate seal of the City of Pensacola, Florida, to be affixed, impressed, lithographed or reproduced hereon, and attested by the City Clerk of the City of Pensacola, Florida, all as of this 20th day of September, 2018.

CITY OF PENSACOLA, FLORIDA

By: _____
Ashton J. Hayward, III, Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

Approved as to Substance:

By: _____
Richard Barker, Jr.
Chief Financial Officer

Legal in Form and Valid as Drawn:

By: _____
Lysia H. Bowling
City Attorney

EXHIBIT B

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the City of Pensacola, Florida (the "City") for the private purchase of its Airport Taxable Customer Facility Charges Revenue Note, dated February 4, 2008, as modified on the date hereof (the "2018 Modified Note"), issued pursuant to Resolution No. 03-08 adopted by the City on January 17, 2008, as supplemented, and as particularly supplemented by Resolution No. 18-33 adopted by the City on September 13, 2018 (collectively, the "Resolution"), and currently outstanding in the principal amount of \$5,800,000. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Resolution. Prior to the award of the 2018 Modified Note, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the 2018 Modified Note (such fees and expenses to be paid by the City):

Mark E. Raymond
Purchaser's Counsel
\$1,500

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the 2018 Modified Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the 2018 Modified Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Purchaser is \$0; provided, however, the Purchaser will assess a structuring fee of \$25,000.00.

5. Truth-in-Bonding Statement:

The 2018 Modified Note is being issued in exchange for and to fully replace the 2015 Modified Note, which 2015 Modified Note was issued in exchange for and to fully replace the 2012 Modified Note, which 2012 Modified Note was issued in exchange for and to fully replace the 2010 Modified Note, which 2010 Modified Note was issued in exchange for and to fully replace the 2008 Note, and the 2008 Note was issued to finance a rental car service facility at the Pensacola International Airport.

Unless earlier prepaid, the 2018 Modified Note is expected to be repaid no later than December 31, 2021 (the "Maturity Date"). At an assumed interest rate of ____%, and assuming no principal amortization prior to the Maturity Date, total interest paid over the life of the 2018 Modified Note is estimated to be \$_____.

The 2018 Modified Note will be payable solely from Pledged Revenues in the manner and to the extent described in a Loan Agreement dated as of February 4, 2008 (the "Original Loan Agreement"), as modified, and as particularly modified by a 2018 Modification to Loan Agreement dated as of September 20, 2018, each by and between the Purchaser and the City. See the Original Loan Agreement for a definition of Pledged Revenues. Based on the above assumptions, issuance of the 2018 Modified Note is estimated to result in a maximum of approximately \$_____ (which is equal to the principal amount of \$5,800,000 plus interest due on the Maturity Date based on calculations provided by RBC Capital Markets, LLC) of Pledged Revenues of the City not being available to finance other services of the City during the life of the 2018 Modified Note.

6. The name and address of the Purchaser is as follows:

Bank of America, N.A.
Doc Retention Center
NC1-001-05-13
One Independence Center
101 North Tryon Street
Charlotte, NC 28255-0001

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Purchaser this 20th day of September, 2018.

BANK OF AMERICA, N.A.

By: _____
Name: Joe R. Miller
Title: Senior Vice President



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-34

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-34 - APPROPRIATING FUNDING IN CONNECTION WITH THE MODIFICATION OF THE TERMS OF THE EXISTING AIRPORT TAXABLE CUSTOMER FACILITY CHARGES REVENUE NOTE.

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-34.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In January 2008 City Council approved a \$21 million taxable loan (the "Original Loan") from Bank of America, N.A., to finance the Rental Car Service Facility at the Pensacola Regional Airport and the City issued its Airport Taxable Customer Facility Charges Revenue Note (the "Original Note"). Construction costs were lower than originally anticipated and only \$17,847,177 was actually borrowed. The terms of the Original Loan required interest only payments for three years with interest calculated on the basis of the 30 day LIBOR Rate plus 75 basis points (or .75%). The loan is currently being paid from Customer Facility Charge (CFC) revenues.

On September 23, 2010, with authorization by City Council and Bank of America, the maturity of the Original Note was extended to December 31, 2012 (the "2010 Modified Note") under the same terms provided in the Original Loan (the "2010 Loan Modification"). Prior to the closing of the 2010 Loan Modification, accumulated CFC revenues in the amount of \$3,047,177 were applied by the City to pay a portion of the outstanding principal amount of the Original Note, leaving an outstanding balance of \$14,800,000.

On June 27, 2012, with authorization by City Council and Bank of America, the maturity of the 2010 Modified Note was extended to December 31, 2015 (the "2012 Modified Note") under the same terms provided in the Original Loan (the "2012 Loan Modification"). Prior to the closing of the 2012 Loan Modification, accumulated CFC revenues in the amount of \$3,000,000 were applied by the City to pay a portion of the

outstanding principal amount of the 2010 Modified Note, leaving an outstanding balance of \$11,800,000.

On September 25, 2015, with authorization by City Council and Bank of America, the maturity of the 2012 Modified Note was extended to December 31, 2018 (the "2015 Modified Note") under the same terms provided in the Original Loan (the "2015 Loan Modification"). Prior to the closing of the 2015 Loan Modification, accumulated CFC revenues in the amount of \$3,000,000 were applied by the City to pay a portion of the outstanding principal amount of the 2015 Modified Note, leaving an outstanding balance of \$8,800,000.

In anticipation of the maturity of the 2015 Modified Note on December 31, 2018, City staff along with the City's Financial Advisor, Julie Santamaria of RBC Capital Markets, LLC, began reviewing market conditions, CFC revenue capacity for debt service and refinancing options. It was determined that extending the maturity of the 2015 Modified Note to December 31, 2021, with a pay down of principal of \$3,000,000 was the best option. The Bank of America was represented by Joe Miller, Senior Vice President of Bank of America Merrill Lynch. The financing team also included Randy Clement, Esq. with Bryant Miller Olive P.A., the City's Bond Council.

Renewal terms negotiated with Bank of America allow for an extension of interest only through December 31, 2021. Interest will be calculated on the same basis as the Original Loan, including an interest rate based on the 30 day LIBOR Rate plus 75 basis points. Due to the pay down of principal, the renewal loan amount will be reduced to \$5,800,000. Repayments of the loan are secured from a first priority pledge of the portion of the Customer Facility Charge (CFC) revenues constituting the Service Site Area Customer Facility Charge, the Service Site Area Ground Rent and Facilities Rent.

PRIOR ACTION:

December 15, 2005 - City Council Information Memo - Approval Official Intent Resolution.

February 6, 2006 - City Council Information Memo - Airport Financing Team.

January 17, 2008 - City Council approval of Bank of America Loan.

September 9, 2010 - City Council approval of Bank of America Loan Extension.

June 14, 2012 - City Council approval of Bank of America Loan Extension.

September 17, 2015 - City Council approval of Bank of America Loan Extension.

FUNDING:

Budget: \$ 3,000,000

Actual: \$ 3,000,000

FINANCIAL IMPACT:

The Airport is responsible for a \$25,000 structuring fee and all professional fees in the amount of \$30,500

incurred to modify the loan for a total estimated cost of \$55,500. Current Libor is 2.0921, a month ago 1.9825 and a year ago 1.2272; based on current Libor the interest rate would be 2.8421% with monthly interest payments of approximately \$13,700. Approval of the Supplemental Budget Resolution will appropriate the \$3,000,000 for the principal payment.

CITY ATTORNEY REVIEW: Yes

8/20/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 18-34
- 2) Supplemental Budget Explanation No. 18-34

PRESENTATION: No

**RESOLUTION
NO. 18-34**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. AIRPORT FUND		
	Fund Balance	3,000,000
As Reads	Principal Payment	4,583,800
To:		
Reads	Principal Payment	7,583,800

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

SEPTEMBER 2018 - SUPPLEMENTAL BUDGET RESOLUTION - AIRPORT CFC REVENUE NOTE - RES NO. 18-34

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Fund Balance (CFC)	<u>3,000,000</u>	Increase appropriated fund balance (CFC)
Appropriations		
Principal Payment	<u>3,000,000</u>	Increase appropriation for Principal Payment
Total Appropriations	<u>3,000,000</u>	



Memorandum

File #: 18-43

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

RESOLUTION NO. 18-43 - AUTHORIZING THE COMMUNITY REDEVELOPMENT AGENCY (CRA) TO APPLY FOR AND ACCEPT A FDOT BEAUTIFICATION GRANT FOR GARDEN STREET LANDSCAPE IMPROVEMENTS

RECOMMENDATION:

That City Council adopt Resolution No. 18-43.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING THE COMMUNITY REDEVELOPMENT AGENCY TO APPLY FOR AND ACCEPT A FDOT BEAUTIFICATION GRANT AND ENTER INTO A BEAUTIFICATION GRANT AGREEMENT AND A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION

HEARING REQUIRED: No Hearing Required

SUMMARY:

On August 6, 2018, the Community Redevelopment Agency (CRA) approved the CRA Fiscal Year 2019 Budget, which allocated \$70,000 for Garden Street improvements. To provide for construction of the improvements to the maximum extent, CRA staff has identified a supplemental grant opportunity available through the Florida Department of Transportation (FDOT) Beautification Grant Program. CRA staff is currently working with Atkins North America, Inc., an engineering and design firm, under the City of Pensacola's continuing services agreement to develop a conceptual landscape plan and provide cost estimates for the grant submission. Improvements will be targeted from Alcaniz Street to North "A" Street, with actual project boundaries determined based on cost.

The FDOT Beautification Grant offers funding in the amount of up to \$100,000 for landscape improvements to state transportation facilities, such as Garden Street, with a suggested fifty-percent (50%) local match. To apply for the opportunity, the CRA and City Council must adopt resolutions authorizing the CRA to apply for and accept the grant and to maintain the improvements. If awarded, the improvements would be maintained under the CRA's existing interlocal agreement for landscape, park, public space and accessibility improvement maintenance services with the City of Pensacola. Due to the time sensitive nature of the application process, the

resolutions must be adopted during the September 2018 CRA and City Council meetings to successfully submit a grant application.

PRIOR ACTION:

August 6, 2018 - The CRA adopted Resolution No. 2018-01 CRA adopting a budget for the fiscal year beginning October 1, 2018.

FUNDING:

Budget:	\$ 70,000	CRA Fund - Proposed Fiscal Year 2019
	<u>70,000</u>	FDOT Beautification Grant (Pending Award)
	<u>\$ 140,000</u>	

Actual: \$ 140,000

FINANCIAL IMPACT:

Funding has been included in the Fiscal Year 2019 Proposed Budget and will be available in the CRA Fund upon adoption by City Council in September 2018.

CITY ATTORNEY REVIEW: Yes

8/24/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Resolution No. 18-43

PRESENTATION: No

RESOLUTION NO. 18-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA AUTHORIZING THE COMMUNITY
REDEVELOPMENT AGENCY TO APPLY FOR AND ACCEPT A
FDOT BEAUTIFICATION GRANT AND ENTER INTO A
BEAUTIFICATION GRANT AGREEMENT AND A
LANDSCAPE CONSTRUCTION AND MAINTENANCE
MEMORANDUM OF AGREEMENT WITH THE FLORIDA
DEPARTMENT OF TRANSPORTATION

WHEREAS, the Florida Department of Transportation offers a competitive grant program, known as the “FDOT Beautification Grant Program,” for the beautification of state transportation facilities through landscape improvements; and

WHEREAS, the City Council of the City of Pensacola has an interest in constructing landscape improvements within the Garden Street corridor to support revitalization in accordance with the City’s adopted Urban Core Community Redevelopment Area Plan; and

WHEREAS, in order that these improvements may be constructed to the fullest extent, the City Council of the City of Pensacola authorizes the City of Pensacola Community Redevelopment Agency to apply for and accept a Beautification Grant and enter into a Beautification Grant Agreement and a Landscape Construction and Maintenance Memorandum of Agreement between the City of Pensacola, the City of Pensacola Community Redevelopment Agency and the Florida Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA THAT:

Section 1. The City Council of the City of Pensacola hereby authorizes the City of Pensacola Community Redevelopment Agency to apply for a Beautification Grant from the Florida Department of Transportation and if awarded, to accept the grant, and enter into a Beautification Grant Agreement and a Landscape Construction and Maintenance Memorandum of Agreement between the City of Pensacola, the City of Pensacola Community Redevelopment Agency and the Florida Department of Transportation.

Section 2. The City Council of the City of Pensacola authorizes the Mayor to take all actions necessary to effectuate the provisions of this Resolution.

Section 3. The City Clerk of the City of Pensacola is hereby directed to send copies of this Resolution to the City of Pensacola Community Redevelopment Agency to attach to its application package for submission to the Florida Department of Transportation and all other persons as directed by the City Council.

Section 4. This Resolution shall take effect upon the fifth day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola, Florida.

Adopted: _____

Approved: _____
President of City Council

ATTEST: _____
City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-42

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-42 - AMENDING THE FISCAL YEAR 2018 BUDGET

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-42.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In order to maintain a balanced budget, supplemental budget resolutions require approval by City Council during the course of a fiscal year. The attached resolution includes budget adjustments for Fiscal Year 2018 that require Council Action.

General Fund related budget adjustments include increases or decreases in estimated revenues from various sources which results in a net increase in estimated revenues. Offsetting the increase in revenues are changes to the Allocated Overhead/(Cost Recovery) based on the most recent Full Cost Allocation Study.

The Transfer to the Stormwater Capital Projects Fund was decreased as a result of decreased revenues within the Stormwater Utility Fund. Offsetting the decrease in the Stormwater Capital Projects Fund is a decrease in Grant Match Funding ensuring no existing projects would be affected. When preparing the FY 2018 Budget, the revenue was projected based on FY 2016 receipts. However, the Escambia County Tax Collector increased the fee to collect the special assessment from 1% to 2% which reduces the amount remitted to the City. Additionally, certain properties owned by the Airport have been determined to qualify for a credit to Stormwater Utility Fee and will not be submitting payment for those parcels located on Airport property. An adjustment to the FY 2019 Budget will be presented to City Council on a Non-Encumbered Supplemental Budget Resolution.

As reported in the FY 2019 Proposed Budget, City Council General Fund Reserves will be increased by \$2.2

Million bringing the Council Reserves to \$13.5 million or 25% of the General Fund FY 2019 beginning proposed appropriations.

Revenues within the Tree Planting Trust Fund have been adjusted in accordance with actual revenues received and will be placed into Fund Balance.

Within the Special Grants Fund, appropriations have been made to recognize grant revenues and expenditures that have occurred throughout the fiscal year.

Within the Community Redevelopment Agency Fund adjustments include increases or decreases in estimated revenues from various sources which results in a net increase in estimated revenues. Included in the adjustments are the proceeds from the sale of CRA owned property (215 N. "A" Street, Hawkshaw Land and 120 Government Street).

Within the Stormwater Utility Fund, estimated revenue from the State Right of Way Maintenance contract has been reduced by \$189,900. In the development of the FY 2018 Budget, Public Works Staff anticipated an additional contract with the State that would have provided additional sweeping in conjunction with the construction of the Pensacola Bay Bridge. However, subsequent to the adoption of the FY 2018 Budget the State elected not to have the additional sweeping performed and revenues have been adjusted accordingly.

Revenues and expenditures in the Section 8 Housing Assistance Fund have been increased based on available funding from the Federal Government.

Revenue of \$45,133 has been budgeted within the Law Enforcement Trust Fund based on receipts and will be placed into Fund Balance.

Within the Eastside Tax Increment Financing District Fund the \$90,000 appropriation for the transfer to the CRA Debt Service Fund has been reduced as there were sufficient funds within the CRA Debt Service Fund to pay the debt for FY 2018.

The revenues within the Inspection Services Fund have been more than anticipated and will be placed into Fund Balance.

As previously reported, City Council awarded a contract for the operation and management of the Roger Scott Tennis Center to Gulf Coast Tennis Group, LLC. As part of the contract, the City will receive a minimum annual guaranteed revenue of \$125,000 which is estimated to fund the City's cost of operations as outlined in the RFP. Adjustments have been made in the Roger Scott Tennis Center Fund to reflect the new management.

Revenues within the Airport Fund were greater than anticipated and have been adjusted based on actual revenues received. The excess amount will be placed into Fund Balance.

PRIOR ACTION:

September 20, 2017 - City Council formally adopted a beginning FY 2018 Budget on Budget Resolution No. 17-63.

November 9, 2017 - City Council approved Supplemental Budget Resolution No. 17-75 covering purchase orders payable.

November 9, 2017 - City Council approved Supplemental Budget Resolution No. 17-76 covering unencumbered carryovers.

December 14, 2017 - City Council approved Supplemental Budget Resolution No. 17-84 covering unencumbered carryovers.

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the supplemental budget resolution are covered by fund balances, shifts in expenses or changes in revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2018. A final supplemental budget resolution for Fiscal Year 2018 will be brought before City Council at the November 8, 2018 Council Meeting once final revenues are received.

CITY ATTORNEY REVIEW: Yes

8/17/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 18-42
- 2) Supplemental Budget Explanation No. 18-42

PRESENTATION: No

**RESOLUTION
NO. 18-42**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2018; 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

To:	Council Reserve	2,200,000
From:	Unassigned Fund Balance	(2,200,000)
To:	Swimming Pool Fees	4,800
As Reads: Amended To Read	Beverage License Rebate	100,000
	Beverage License Rebate	105,100
As Reads: Amended To Read	Current Ad Valorem Taxes	14,340,800
	Current Ad Valorem Taxes	14,589,100
As Reads: Amended To Read	Delinquent Ad Valorem Taxes	30,000
	Delinquent Ad Valorem Taxes	32,600
As Reads: Amended To Read	ESDSB/School Resource Officer	185,500
	ESDSB/School Resource Officer	163,500
As Reads: Amended To Read	Franchise Fees - ECUA	1,611,600
	Franchise Fees - ECUA	1,771,600
As Reads: Amended To Read	Half-Cent Sales Tax	4,478,700
	Half-Cent Sales Tax	4,728,700
As Reads: Amended To Read	Mobile Home License Rebate	8,000
	Mobile Home License Rebate	10,200
As Reads: Amended To Read	Public Services Tax - ECUA	1,025,300
	Public Services Tax - ECUA	1,125,300

As Reads:	Public Services Tax - Electricity	6,132,900
Amended		
To Read	Public Services Tax - Electricity	6,492,900
As Reads:	Public Services Tax - Miscellaneous	20,000
Amended		
To Read	Public Services Tax - Miscellaneous	27,800
As Reads:	State Street Light Maintenance	303,600
Amended		
To Read	State Street Light Maintenance	322,000
As Reads:	State Traffic Signal Maintenance	326,600
Amended		
To Read	State Traffic Signal Maintenance	335,500
1) Mayor		
As Reads:	Allocated Overhead/(Cost Recovery)	(601,100)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(694,900)
2) City Council		
As Reads:	Allocated Overhead/(Cost Recovery)	(379,700)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(377,500)
3) City Clerk		
As Reads:	Allocated Overhead/(Cost Recovery)	(114,900)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(110,900)
4) Legal		
As Reads:	Allocated Overhead/(Cost Recovery)	(233,700)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(235,400)
5) Human Resources		
As Reads:	Allocated Overhead/(Cost Recovery)	(301,200)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(293,400)
6) Financial Services		
As Reads:	Allocated Overhead/(Cost Recovery)	(1,473,200)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(1,539,600)
7) Parks & Recreation		
As Reads:	Allocated Overhead/(Cost Recovery)	(5,800)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(9,200)
8) Public Works		
As Reads:	Allocated Overhead/(Cost Recovery)	(332,000)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(298,200)

9) Transfers Out		
As Reads:	Transfer to Stormwater Capital Projects Fund	2,775,000
Amended		
To Read	Transfer to Stormwater Capital Projects Fund	2,731,466
B. SPECIAL GRANTS FUND		
As Reads:	Federal Grant Revenue	1,910,320
Amended		
To Read	Federal Grant Revenue	1,919,064
As Reads:	Miscellaneous Revenue	2,098,897
Amended		
To Read	Miscellaneous Revenue	2,142,550
As Reads:	Personal Services	189,980
Amended		
To Read	Personal Services	198,724
As Reads:	Operating Expenses	605,955
Amended		
To Read	Operating Expenses	634,715
As Reads:	Capital Outlay	3,755,827
Amended		
To Read	Capital Outlay	3,770,720
C. LOCAL OPTION GASOLINE TAX FUND		
	Fund Balance	4,700
To:	Interest Income	1,200
As Reads:	Allocated Overhead/(Cost Recovery)	37,800
Amended		
To Read	Allocated Overhead/(Cost Recovery)	43,700
D. COMMUNITY REDEVELOPMENT AGENCY FUND		
To:	Sale of Assets	2,222,897
As Reads:	Interest Income	5,000
Amended		
To Read	Interest Income	8,500
As Reads:	Miscellaneous Revenue	5,100
Amended		
To Read	Miscellaneous Revenue	0
As Reads:	Plaza DeLuna Concession	4,000
Amended		
To Read	Plaza DeLuna Concession	6,200
As Reads:	Operating Expense	3,318,395
Amended		
To Read	Operating Expense	3,295,495

As Reads:	Allocated Overhead/(Cost Recovery)	168,500
Amended		
To Read	Allocated Overhead/(Cost Recovery)	191,400

E. STORMWATER UTILITY FUND

	Fund Balance	231,120
To:	Interest Income	2,314
As Reads:	Delinquent Stormwater Utility Fees	5,000
Amended		
To Read	Delinquent Stormwater Utility Fees	6,285
As Reads:	State Right of Way Maintenance	289,500
Amended		
To Read	State Right of Way Maintenance	99,600
As Reads:	Stormwater Utility Fees	2,770,000
Amended		
To Read	Stormwater Utility Fees	2,725,181
As Reads:	Capital Outlay	460,635
Amended		
To Read	Capital Outlay	437,535
As Reads:	Allocated Overhead/(Cost Recovery)	271,800
Amended		
To Read	Allocated Overhead/(Cost Recovery)	294,900

F. SECTION 8 HOUSING ASSISTANCE FUND

As Reads:	Federal Grants	17,811,400
Amended		
To Read	Federal Grants	17,845,837
As Reads:	Operating Expense	16,698,204
Amended		
To Read	Operating Expense	16,732,641

G. LAW ENFORCEMENT TRUST FUND

To:	Charges for Services	44,901
To:	Interest Income	232

H. EASTSIDE TIF FUND

To:	Interest Income	937
As Reads:	Operating Expenses	256,163
Amended		
To Read	Operating Expenses	241,000
As Reads:	Transfer to CRA Debt Service Fund	90,000
Amended		
To Read	Transfer to CRA Debt Service Fund	0

As Reads:	Allocated Overhead/(Cost Recovery)	900
Amended		
To Read	Allocated Overhead/(Cost Recovery)	17,000

I. INSPECTION SERVICES FUND

To:	DCA/DBPR Surcharge Fee Retainage	3,056
To:	Interest Income	2,038
As Reads:	Gas Permits	36,500
Amended		
To Read	Gas Permits	39,750
As Reads:	Mechanical Permits	66,500
Amended		
To Read	Mechanical Permits	85,280
As Reads:	Plumbing Permits	93,000
Amended		
To Read	Plumbing Permits	116,617
As Reads:	Zoning Review & Inspection Fees	65,000
Amended		
To Read	Zoning Review & Inspection Fees	81,750
As Reads:	Operating Expenses	241,040
Amended		
To Read	Operating Expenses	236,740
As Reads:	Allocated Overhead/(Cost Recovery)	199,300
Amended		
To Read	Allocated Overhead/(Cost Recovery)	203,600

J. WESTSIDE TIF FUND

To:	Interest Income	289
As Reads:	Operating Expenses	66,292
Amended		
To Read	Operating Expenses	58,681
As Reads:	Allocated Overhead/(Cost Recovery)	700
Amended		
To Read	Allocated Overhead/(Cost Recovery)	8,600

K. ROGER SCOTT TENNIS CENTER FUND

	Fund Balance	48,330
To:	Concessionaire	100
To:	Interest Income	51
As Reads:	Court Fees	256,600
Amended		
To Read	Court Fees	40,804

As Reads:	Tennis Agreement Contract	25,000
Amended		
To Read	Tennis Agreement Contract	87,400
As Reads:	Personal Services	138,534
Amended		
To Read	Personal Services	33,619

L. CRA DEBT SERVICE FUND

	Fund Balance	82,584
To:	Interest Income	4,508
As Reads:	Federal Direct Payment Subsidy	909,300
Amended		
To Read	Federal Direct Payment Subsidy	912,208
As Reads:	Transfer In From Eastside TIF Fund	90,000
Amended		
To Read	Transfer In From Eastside TIF Fund	0

M. STORMWATER CAPITAL PROJECTS FUND

As Reads:	Interest Income	1,000
Amended		
To Read	Interest Income	8,700
As Reads:	Transfer from General Fund	2,775,000
Amended		
To Read	Transfer from General Fund	2,731,466
As Reads:	Capital Outlay	7,330,908
Amended		
To Read	Capital Outlay	7,296,474
As Reads:	Allocated Overhead/(Cost Recovery)	201,000
Amended		
To Read	Allocated Overhead/(Cost Recovery)	199,600

N. GAS UTILITY FUND

	Fund Balance	17
As Reads:	Operating Expenses	41,464,048
Amended		
To Read	Operating Expenses	41,441,648
As Reads:	Interest Expense	342,340
Amended		
To Read	Interest Expense	342,357
As Reads:	Allocated Overhead/(Cost Recovery)	1,250,400
Amended		
To Read	Allocated Overhead/(Cost Recovery)	1,272,800

O. SANITATION FUND

	Fund Balance	47
As Reads:	Operating Expenses	3,397,268
Amended		
To Read	Operating Expenses	3,394,268
As Reads:	Interest Expense	15,300
Amended		
To Read	Interest Expense	15,347
As Reads:	Allocated Overhead/(Cost Recovery)	496,800
Amended		
To Read	Allocated Overhead/(Cost Recovery)	499,800

P. PORT FUND

As Reads:	Personal Services	830,600
Amended		
To Read	Personal Services	817,300
As Reads:	Allocated Overhead/(Cost Recovery)	123,800
Amended		
To Read	Allocated Overhead/(Cost Recovery)	137,100

Q. AIRPORT FUND

To:	Baggage Handling System	1,000,000
To:	Cargo Apron Area Rentals	79,600
To:	Cargo Landing Fees	68,800
To:	Parking Fines	694
To:	Potable Water Extraction	3,488
To:	RON Ramp	2,500
As Reads:	Advertising	90,000
Amended		
To Read	Advertising	114,940
As Reads:	Air Carrier Landing Fees	2,700,000
Amended		
To Read	Air Carrier Landing Fees	1,000,000
As Reads:	Apron Area Rentals	520,000
Amended		
To Read	Apron Area Rentals	747,000
As Reads:	Fixed Base Operations	157,000
Amended		
To Read	Fixed Base Operations	183,100
As Reads:	Gift Shop	250,000
Amended		
To Read	Gift Shop	273,600

As Reads:	Hangar Rentals	240,000
Amended		
To Read	Hangar Rentals	245,700
As Reads:	Interest Income	20,000
Amended		
To Read	Interest Income	38,504
As Reads:	Loading Bridge Fees	215,000
Amended		
To Read	Loading Bridge Fees	481,300
As Reads:	Miscellaneous Revenue	50,000
Amended		
To Read	Miscellaneous Revenue	175,000
As Reads:	Rental Cars	3,400,000
Amended		
To Read	Rental Cars	3,410,292
As Reads:	Restaurant and Lounge	500,000
Amended		
To Read	Restaurant and Lounge	558,705
As Reads:	US Government - ATCT	80,000
Amended		
To Read	US Government - ATCT	104,000

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
SEPTEMBER 2018 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-42

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Estimated Revenues:		
Beverage License Rebate	5,100	Increase estimated revenue from Beverage License Rebates
Current Ad Valorem Taxes	248,300	Increase estimated revenue from Current Ad Valorem Taxes
Delinquent Ad Valorem Taxes	2,600	Increase estimated revenue from Delinquent Ad Valorem Taxes
ECDSB/School Resource Officer	(22,000)	Decrease estimated revenue from ECDSB/School Resource Officer
Franchise Fees - ECUA	160,000	Increase estimated revenue from Franchise Fees - ECUA
Half-Cent Sales Tax	250,000	Increase estimated revenue from Half-Cent Sales Tax
Mobile Home License Rebate	2,200	Increase estimated revenue from Mobile Home License Rebates
Public Services Tax - ECUA	100,000	Increase estimated revenue from Public Service Taxes - ECUA
Public Services Tax - Electricity	360,000	Increase estimated revenue from Public Service Taxes - Electricity
Public Services Tax - Miscellaneous	7,800	Increase estimated revenue from Public Service Taxes - Miscellaneous
State Street Light Maintenance	18,400	Increase estimated revenue from State Street Light Maintenance
State Traffic Signal Maintenance	8,900	Increase estimated revenue from State Traffic Signal Maintenance
Swimming Pool Fees	4,800	Appropriate estimated revenue from Swimming Pool Fees
Total Revenues	<u>1,146,100</u>	
Fund Balance - Council Reserve	2,200,000	Increase Council Reserve
Fund Balance - Unassigned Fund Balance	(2,200,000)	Decrease Unassigned Fund Balance To Increase Council Reserve
Fund Balance	<u>(1,307,134)</u>	Decrease Appropriated Fund Balance
Total Revenues and Fund Balance	<u><u>(161,034)</u></u>	
Appropriations:		
(1) Mayor		
Allocated Overhead/(Cost Recovery)	(93,800)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(2) City Council		
Allocated Overhead/(Cost Recovery)	2,200	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(3) City Clerk		
Allocated Overhead/(Cost Recovery)	4,000	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(4) Legal		
Allocated Overhead/(Cost Recovery)	(1,700)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(5) Human Resources		
Allocated Overhead/(Cost Recovery)	7,800	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(6) Financial Services		
Allocated Overhead/(Cost Recovery)	(66,400)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(7) Parks & Recreation		
Allocated Overhead/(Cost Recovery)	(3,400)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(8) Public Works		
Allocated Overhead/(Cost Recovery)	33,800	Adjust appropriation for Allocated Overhead/(Cost Recovery)
(9) Transfers Out		
Transfer to Stormwater Capital Projects Fund	<u>(43,534)</u>	Decrease appropriation for Transfer to Stormwater Capital Projects Fund
Total Appropriations	<u><u>(161,034)</u></u>	

THE CITY OF PENSACOLA
SEPTEMBER 2018 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-42

FUND	AMOUNT	DESCRIPTION
B. SPECIAL GRANTS FUND		
Estimated Revenues:		
Federal Grants	8,744	Increase estimated revenue from Federal Grants
Miscellaneous Revenue	43,653	Increase estimated revenue from Miscellaneous Revenue
Total Estimated Revenues	<u>52,397</u>	
Appropriations:		
Personal Services	8,744	Increase appropriation for Personal Services
Operating Expenses	28,760	Increase appropriation for Operating Expenses
Capital Outlay	14,893	Increase appropriation for Capital Outlay
Total Appropriations	<u>52,397</u>	
C. LOCAL OPTION GASOLINE TAX FUND		
Estimated Revenues:		
Interest Income	1,200	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	<u>1,200</u>	
Fund Balance	4,700	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>5,900</u>	
Appropriations:		
Allocated Overhead/(Cost Recovery)	5,900	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>5,900</u>	
D. COMMUNITY REDEVELOPMENT AGENCY FUND		
Estimated Revenues:		
Interest Income	3,500	Increase estimated revenue from Interest Income
Miscellaneous Revenue	(5,100)	Decrease estimated revenue from Miscellaneous Revenues
Plaza DeLuna Concession	2,200	Increase estimated revenue from Plaza DeLuna Concession
Sale of Assets	2,916	Appropriate estimated revenue from Sale of Assets - 216 N. A Street
Sale of Assets	1,535,981	Appropriate estimated revenue from Sale of Assets - Hawkshaw Land Sale
Sale of Assets	684,000	Appropriate estimated revenue from Sale of Assets - 120 Government Street
Total Estimated Revenues	<u>2,223,497</u>	
Fund Balance	(2,223,497)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u>0</u>	
Appropriations:		
Operating Expenses	(22,900)	Decrease appropriation for Operating Expenses
Allocated Overhead/(Cost Recovery)	22,900	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>0</u>	

THE CITY OF PENSACOLA
SEPTEMBER 2018 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-42

FUND	AMOUNT	DESCRIPTION
E. STORMWATER UTILITY FUND		
Estimated Revenues:		
Delinquent Stormwater Utility Fees	1,285	Increase estimated revenue from Delinquent Stormwater Utility Fees
Interest Income	2,314	Appropriate estimated revenue from Interest Income
State Right of Way Maintenance	(189,900)	Decrease estimated revenue from State Right of Way Maintenance
Stormwater Utility Fees	(44,819)	Decrease estimated revenue from Stormwater Utility Fees
Total Estimated Revenues	(231,120)	
Fund Balance	231,120	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	0	
Appropriations:		
Capital Outlay	(23,100)	Decrease appropriation for Capital Outlay (Savings From Purchase Of Dump Truck)
Allocated Overhead/(Cost Recovery)	23,100	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Estimated Revenues	0	
F. SECTION 8 HOUSING ASSISTANCE FUND		
Estimated Revenues:		
Federal Grants	34,437	Increase estimated revenue from Federal Grants
Total Estimated Revenues	34,437	
Appropriations:		
Operating Expenses	34,437	Increase appropriation for Operating Expenses
Total Appropriations	34,437	
G. LAW ENFORCEMENT TRUST FUND		
Estimated Revenues		
Charges for Services	44,901	Appropriate estimated revenue from Charges for Services - Court Related
Interest Income	232	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	45,133	
Fund Balance	(45,133)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	0	
H. EASTSIDE TIF FUND		
Estimated Revenues		
Interest Income	937	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	937	
Fund Balance	(90,000)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	(89,063)	
Appropriations		
Operating Expenses	(15,163)	Decrease appropriation for Operating Expenses
Transfer To CRA Debt Service Fund	(90,000)	Decrease appropriation for Transfer to CRA Debt Service Fund
Allocated Overhead/(Cost Recovery)	16,100	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	(89,063)	

THE CITY OF PENSACOLA
SEPTEMBER 2018 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-42

FUND	AMOUNT	DESCRIPTION
I. INSPECTION SERVICES FUND		
Estimated Revenues		
DCA/DBPR Surcharge Fee Retainage - 10%	3,056	Appropriate estimated revenue from DCA/DBPR Surcharge Fee Retainage
Gas Permits	3,250	Increase estimated revenue from Gas Permits
Interest Income	2,038	Appropriate estimated revenue from Interest Income
Mechanical Permits	18,780	Increase estimated revenue from Mechanical Permits
Plumbing Permits	23,617	Increase estimated revenue from Plumbing Permits
Zoning Review & Inspection Fees	16,750	Increase estimated revenue from Zoning Review & Inspection Fees
Total Estimated Revenues	67,491	
Fund Balance	(67,491)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	0	
Appropriations		
Operating Expenses	(4,300)	Decrease appropriation for Operating Expense
Allocated Overhead/(Cost Recovery)	4,300	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	0	
J. WESTSIDE TIF FUND		
Estimated Revenues		
Interest Income	289	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	289	
Appropriations		
Operating Expenses	(7,611)	Decrease appropriation for Operating Expenses
Allocated Overhead/(Cost Recovery)	7,900	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	289	
K. ROGER SCOTT TENNIS CENTER FUND		
Estimated Revenues		
Concessionaire	100	Appropriate estimated revenue from Concessionaire
Court Fees	(215,796)	Decrease estimated revenue from Court Fees
Interest Income	51	Appropriate estimated revenue from Interest Income
Tennis Agreement Contract	62,400	Increase estimated revenue from Tennis Agreement Contract
Total Estimated Revenues	(153,245)	
Fund Balance	48,330	Increase appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	(104,915)	
Appropriations:		
Personal Services	(104,915)	Decrease appropriation for Personal Services
Total Appropriations	(104,915)	

THE CITY OF PENSACOLA
SEPTEMBER 2018 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-42

FUND	AMOUNT	DESCRIPTION
L. CRA DEBT SERVICE FUND		
Estimated Revenues		
Federal Direct Payment Subsidy	2,908	Increase estimated revenue from Federal Direct Payment Subsidy
Interest Income	4,508	Appropriate estimated revenue from Interest Income
Transfer in from Eastside TIF Fund	(90,000)	Decrease estimated revenue from Transfer In From Eastside TIF Fund
Total Estimated Revenues	<u>(82,584)</u>	
Fund Balance	82,584	Increase appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	
M. STORMWATER CAPITAL PROJECTS FUND		
Estimated Revenues		
Interest Income	7,700	Increase estimated revenue from Interest Income
Transfer in From General Fund	(43,534)	Decrease estimated revenue from Transfer In From General Fund
Total Estimated Revenues	<u>(35,834)</u>	
Appropriations		
Capital Outlay	(34,434)	Decrease appropriation for Capital Outlay (Grant Match Funding)
Allocated Overhead/(Cost Recovery)	(1,400)	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>(35,834)</u>	
N. GAS UTILITY FUND		
Fund Balance	<u>17</u>	Increase appropriated Fund Balance
Appropriations:		
Operating Expenses	(22,400)	Decrease appropriation for Operating Expenses
Interest Expense	17	Increase appropriation for Interest Expense
Allocated Overhead/(Cost Recovery)	22,400	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>17</u>	
O. SANITATION FUND		
Fund Balance	<u>47</u>	Increase appropriated Fund Balance
Appropriations:		
Operating Expenses	(3,000)	Decrease appropriation for Operating Expenses
Interest Expense	47	Increase appropriation for Interest Expense
Allocated Overhead/(Cost Recovery)	3,000	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>47</u>	
P. PORT FUND		
Appropriations:		
Personal Services	(13,300)	Decrease appropriation for Personal Services (Savings in EPS & Unemployment)
Allocated Overhead/(Cost Recovery)	13,300	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>0</u>	

THE CITY OF PENSACOLA
SEPTEMBER 2018 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-42

FUND	AMOUNT	DESCRIPTION
Q. AIRPORT FUND		
Estimated Revenues:		
Advertising	24,940	Increase estimated revenue from Advertising
Air Carrier Landing Fees	(1,700,000)	Decrease estimated revenue from Air Carrier Landing Fees
Apron Area Rentals	227,000	Increase estimated revenue from Apron Area Rentals
Baggage Handling System	1,000,000	Appropriate estimated revenue from Baggage Handling System
Cargo Apron Area Rentals	79,600	Appropriate estimated revenue from Cargo Area Rentals
Cargo Landing Fees	68,800	Appropriate estimated revenue from Cargo Landing Fees
Fixed Base Operations	26,100	Increase estimated revenue from Fixed Base Operations
Gift Shop	23,600	Decrease estimated revenue from Gift Shop
Hangar Rentals	5,700	Increase estimated revenue from Hangar Rentals
Interest Income	18,504	Increase estimated revenue from Interest Income
Loading Bridge Fees	266,300	Increase estimated revenue from Loading Bridge Fees
Miscellaneous Revenue	125,000	Increase estimated revenue from Miscellaneous Revenue
Parking Fines	694	Appropriate estimated revenue from Parking Fines
Potable Water Extraction	3,488	Appropriate estimated revenue from Potable Water Extraction
Rental Cars	10,292	Increase estimated revenue from Rental Cars
Restaurant and Lounge	58,705	Increase estimated revenue from Restaurant and Lounge
RON Ramp	2,500	Appropriate estimated revenue from RON Ramp
U.S. Government - ATCT	24,000	Increase estimated revenue from U.S. Government - FASCO Tower
Total Estimated Revenues	<u>265,223</u>	
Fund Balance	(265,223)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u><u>0</u></u>	



Memorandum

File #: 11-18

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 11-18 - AMENDING LAND DEVELOPMENT CODE SECTION 12-2-10 (C)(4)(b) HISTORIC AND PRESERVATION LAND USE DISTRICT; OLD EAST HILL PRESERVATION ZONING DISTRICT; CONDITIONAL USES PERMITTED; OEHC-1 NEIGHBORHOOD COMMERCIAL DISTRICT

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 11-18 on second reading.

AN ORDINANCE AMENDING SECTION 12-2-10 (C)(4)(b) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE HISTORIC AND PRESERVATION LAND USE DISTRICT; OLD EAST HILL PRESERVATION ZONING DISTRICT; CONDITIONAL USES PERMITTED; OEHC-1 NEIGHBORHOOD COMMERCIAL DISTRICT PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City has received a request from Dr. Laura Hall of East Hill Animal Hospital for an amendment to the Land Development Code Section 12-2-10 (C)(4)(b) Historic and Preservation Land Use District; Old East Hill Preservation Zoning District; Uses Permitted; OEHC-1 Neighborhood Commercial District. More specifically, Dr. Hall is requesting that the use of animal hospitals, veterinary clinics and pet resorts no longer require Conditional Use Permit approved and instead become a permitted use by right. In addition, Dr. Hall is requesting that this use be permitted with the stipulation that kennels must be fully enclosed, outside runs are not permitted but exercise areas are permitted. Dr. Hall recently appeared before the Special Magistrate for a code violation of having exercise areas in the OEHC-1 zoning district. The Special Magistrate gave Dr. Hall one year to resolve the issue. Dr. Hall is requesting this amendment in order to bring her property at 805 E. Gadsden Street into compliance.

On April 10, 2018, the Planning Board recommended approval of this amendment by a 4-1 vote with the stipulation that outside exercise areas must be supervised and limited to five (5) or fewer animals at one time.

PRIOR ACTION:

Public Hearings were held on June 14, 2018 and July 19, 2018. During the July 19, 2018 Public Hearing City Council requested staff modify this amendment to accept Planning Board's recommendation with the requirement that this land use be permitted by Conditional Use Permit only.

August 9, 2018 - The City Council voted to approve Ordinance No. 11-18 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

4/25/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Sherry H. Morris, Planning Services Administrator

ATTACHMENTS:

- 1) Proposed Ordinance No. 11-18
- 2) Applicant's Request, LDC Amendment 12-2-10, Dr. Laura Hall
- 3) Map of Impacted Commercial Districts in Old East Hill
- 4) Correspondence from Citizens, LDC Amendment 12-2-10, Dr. Laura Hall
- 5) Ruling from Code Enforcement Authority, 805 E. Gadsden Street, Dr. Laura Hall
- 6) April 10, 2018 Planning Board Minutes

PRESENTATION: No

PROPOSED
ORDINANCE NO. 11-18

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-2-10(C)(4)(b) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE HISTORIC AND PRESERVATION LAND USE DISTRICT; OLD EAST HILL PRESERVATION ZONING DISTRICT; CONDITIONAL USES PERMITTED; OEHC-1 NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, two public hearings were held on June 14, 2018 and July 19, 2018 concerning the following proposed amendment to the Land Development Code; NOW

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Chapter 12-2-10 of the Code of the City of Pensacola, Florida, is hereby amended as follows:

(C) Old East Hill preservation zoning districts. OEHR-2, OEHC-1, OEHC-2 and OEHC-3.

(1) Purpose. The Old East Hill preservation zoning districts are established to preserve the existing residential and commercial development pattern and distinctive architectural character of the structures within the district. The regulations are intended to preserve, through the restoration of existing buildings and construction of compatible new buildings, the scale of the existing structures and the diversity of original architectural styles.

(2) Character of the district. The Old East Hill neighborhood was developed over a fifty-year period, from 1870 to the 1920's. The architecture of the district is primarily vernacular, but there are also a few properties which display influences of the major architectural styles of the time, such as Craftsman, Mission and Queen Anne styles.

(3) Boundaries and zoning classifications. The boundaries of the Old East Hill preservation district shall be identified as per a map and legal description, and the zoning classifications of properties within the district shall be identified as per a map, filed in the office of the city clerk.

(4) Uses permitted.

- (a) OEHR-2, residential/office district.
1. Single-family detached dwellings.
 2. Single-family attached (townhouse or quadraplex type construction) and detached zero-lot-line dwellings. Development must comply with the minimum standards established for the R-ZL zoning district in section 12-2-5(A) (5).
 3. Two-family attached dwellings (duplex).
 4. Multiple-family attached dwellings (three or more dwelling units).
 5. Community residential homes licensed by the Florida Department of Health and Rehabilitative Services with seven (7) to fourteen (14) residents providing that it is not to be located within one thousand two hundred (1,200) feet of another such home in a multi-family district, and that the home is not within five hundred (500) feet of a single-family zoning district. If it is proposed to be within one thousand two hundred (1,200) feet of another such home in a multi-family district and/or within five hundred (500) feet of a single family zoning district it shall be permitted with city council approval after public notification of property owners in a five hundred-foot radius
 6. Home occupations subject to regulations in section 12-2-10(A) (3) (a) 4.
 7. Bed and breakfast subject to regulations in section 12-2-55.
 8. Boarding and lodging houses.
 9. Office buildings.
 10. Studios.
 11. Municipally owned or operated parks or playgrounds.
 12. Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-2-65.
 13. Libraries, community centers and buildings used exclusively by the federal, state, regional, county and

city government for public purposes subject to regulations in section 12-2-61.

14. Churches, Sunday school buildings and parish houses subject to regulations in section 12-2-57.
15. Minor structures for the following utilities: unoccupied gas, water and sewer substations or pumpstations, electrical substations and telephone substations subject to regulations in section 12-2-59.
16. Accessory structures, buildings and uses customarily incidental to the above uses subject to regulations in section 12-2-31, except that the following shall apply:
 - a. Accessory structures shall not exceed one-story in height for a maximum height of twenty-five (25) feet in order for the accessory structure to match the style, roof pitch, or other design features of the main residential structure.
 - b. The wall of an accessory structure shall not be located any closer than six (6) feet to the wall of the main residential structure.
17. Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.

(b) OEHC-1, neighborhood commercial district.

1. Any use permitted in the OEHR-2 district.
2. Child care facilities subject to regulations in section 12-2-58.
3. Nursing homes, rest homes, convalescent homes.
4. Parking lots.
5. The following uses, retail only, with no outside storage or work permitted, except as provided herein:
 - a. Food and drugstore.
 - b. Personal service shops.
 - c. Clothing and fabric stores.

- d. Home furnishing, hardware and appliance stores.
 - e. Craft and specialty shops.
 - f. Banks.
 - g. Bakeries.
 - h. Secondhand stores.
 - i. Floral shops.
 - j. Martial arts studios.
 - k. Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this paragraph, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed twenty (20) percent of the total area of the main building.
 - l. Restaurants.
 - m. Mortuary and funeral parlors.
 - n. Pet shops with all uses inside the principal building.
 - o. Printing firms.
 - p. Business schools.
 - q. Upholstery shops.
6. Conditional uses permitted. Animal hospitals ~~and,~~ veterinary clinics and pet resorts with fully enclosed kennels and no outside runs ~~or exercise areas.~~ Outside exercise areas permitted only if supervised and limited to five (5) or fewer animals.

(c) OEHC-2, retail commercial district.

- 1. Any use permitted in the OEHC-1 district.
- 2. Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.
- 3. Hospitals, clinics.
- 4. Private clubs and lodges, except those operated as commercial enterprises.
- 5. Electric motor repair and rebuilding.
- 6. Appliance repair shop.

7. Garages for the repair and overhauling of automobiles.
 8. Sign shop.
 9. Photo shop.
 10. Plumbing and electrical shop.
 11. Pest extermination services.
- (d) OEHC-3, commercial district.
1. Any use permitted in the OEHC-2 district.
 2. Dive shop.
 3. Fitness center.
 4. Theater, except for drive-in.
 5. Taverns, lounges, nightclubs, cocktail bars.
- (5) Procedure for review of plans.
- (a) Plan submission. Every application for a building permit to erect, construct, demolish, renovate or alter an exterior of a building or sign, located or to be located in the Old East Hill Preservation District, shall be accompanied with plans as necessary to describe the scope of the proposed work pursuant to paragraph 12-2-10(A)(4)(c) to (e).
- (b) Review and approval. All such plans shall be subject to review and approval by the architectural review board established in section 12-13-3. The board shall adopt written rules and procedures for abbreviated review for minor repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review by the entire board, provided, however, such abbreviated review process shall require review by the staff of West Florida Historic Preservation, Inc. If agreement cannot be reached as it pertains to such request for abbreviated review by the board designee and West Florida Historic Preservation, Inc. staff, then the matter will be referred to the entire board for a decision.
- (c) Decisions.
1. General consideration. The board shall consider plans for existing buildings based on their classification as contributing, non-contributing or modern infill as depicted on the map entitled "Old East Hill Preservation District" adopted herein, and shall review these plans based on regulations described herein for each of

these building classifications. In their review of plans for both existing buildings and new construction, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof; materials and textures; plot plans or site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs and other appurtenances; and relation of the building to immediate surroundings and to the district in which it is located or to be located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, and is not restricted to those exteriors visible from a public street or place. The board shall consider requests for design materials, alterations or additions, construction methods or any other elements regulated herein, which do not meet the regulations as established in this subsection, when documentary proof in the form of photographs, property surveys, indication of structural foundations, drawings, descriptive essays and similar evidence can be provided. The board shall not consider interior design or plan. The board shall not exercise any control over land use or construction standards such as are controlled by this chapter and chapter 7-13.

2. Rules governing decisions. Before approving the plans for any proposed building located or to be located in a district, the board shall find:
 - a. In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural or historic value of the building.
 - b. In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings on adjacent sites or in the immediate vicinity. No

plans for new building will be approved if that building will be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, scale, style and materials.

3. No provision of this section shall be interpreted to prevent the restoration or reconstruction of any historic building or feature (as listed by West Florida Historic Preservation, Inc.) in its original style, dimensions or position on its original structural foundation.
4. No provision of this section shall be interpreted to require a property owner to make modifications, repairs or improvements to property when the owner does not otherwise intend to make any modifications, repairs or improvements to the property, unless required by chapter 7-13.

- (6) Regulations and guidelines for any development within the Old East Hill preservation district. These regulations and guidelines are intended to address the design and construction of elements common to any development within the Old East Hill preservation district which requires review and approval by the architectural review board. Regulations and guidelines which relate specifically to new construction and/or structural rehabilitation and repair to existing buildings, applicable to building heights, setbacks, architectural elements and construction types, are established in paragraphs (6) through (8) below.

(a) Off-street parking. Design of, and paving materials for, parking lots, spaces and driveways shall be subject to approval of the architectural review board. For all parking lots, a solid wall, fence or compact hedge not less than three (3) feet high shall be erected along the lot line(s) when automobiles or parking lots are visible from the street or from an adjacent residential lot.

1. OEHR-2 district. All non-residential development shall comply with off-street parking requirements established in chapter 12-3.
2. OEHC-1, OEHC-2 and OEHC-3 districts. All non-residential development shall comply with off-street parking requirements established in

chapter 12-3. The required parking may be provided off-site by the owner/developer as specified in section 12-3-1(D).

- (b) Landscaping. Landscape area requirements and landscape requirements for parking lots within the OEHR-2, OEHC-1 and OEHC-2 districts shall comply with regulations established in section 12-6-3 for the R-2, C-1 and C-2 zoning districts.
- (c) Signs. Refer to sections 12-4-2 and 12-4-3 for general sign standards and criteria and for a description of sign area calculations. The location, design and materials of all accessory signs, historical markers and other signs of general public interest shall be subject to the review and approval of the architectural review board. Only the following signs shall be permitted in the Old East Hill preservation district:
 - 1. Temporary accessory signs.
 - a. One non-illuminated sign advertising the sale, lease or rental of the lot or building, said sign not exceeding six (6) square feet of area.
 - b. One non-illuminated sign not more than fifty (50) square feet in area in connection with new construction work, and displayed only during such time as the actual construction work is in progress.
 - 2. Permanent accessory signs.
 - a. North 9th Avenue, Wright Street, Alcaniz Street and Davis Street. For churches, schools, apartment buildings, boarding or lodging houses, libraries, community centers, commercial buildings (including office and retail buildings) or historic sites serving as identification and/or bulletin boards, one freestanding or projecting sign and one attached wall sign or combination of wall signs placed on the front or one side of the building not to exceed fifty (50) square feet in area. The signs may be painted on the building, mounted to the face of the wall of the building, hung from a bracket that is mounted to a wall of a building, hung from other ornamental elements on the building, or may be freestanding. Signs projecting from a building or extending over public

property shall maintain a clear height of nine (9) feet, six (6) inches above the public property and shall not exceed a height of twelve (12) feet. Freestanding signs shall not exceed a height of twelve (12) feet.

- b. All other streets in the district. One sign per lot per street frontage for churches, schools, apartment buildings, boarding or lodging houses, libraries, community centers, commercial buildings (including office and retail buildings) or historic sites serving as identification and/or bulletin boards not to exceed twelve (12) square feet in area and eight (8) feet in height, provided, however that signs projecting from a building or extending over public property shall maintain a clear height of nine (9) feet six (6) inches above the public property and shall not exceed a height of twelve (12) feet six (6) inches. The sign may be mounted to the face of the wall of the building, hung from a bracket that is mounted to a wall of a building, hung from other ornamental elements on the building, or may be freestanding. The sign may be illuminated provided that the source of light is not visible beyond the property line of the lot on which the sign is located.
 - c. One non-illuminated nameplate designating the name of the occupant of the property; the nameplate shall not be larger than three (3) square feet and shall be attached to the dwelling. This section shall be applicable to occupants and home occupations.
 - d. Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the board.
- (d) Fences. All developments in the Old East Hill preservation zoning districts shall comply with fence regulations as established in section 12-2-40. Fences are subject to approval by the architectural review board. Approved materials will include but not necessarily be limited to wood, brick, stone or wrought iron. No concrete block or barbed-wire fences

will be permitted. Chain-link fences shall be permitted in side and rear yard only.

- (e) Additional regulations. In addition to the regulations established above in subsections 12-2-10(C)(6)(a) through (d), any permitted use within the Old East Hill preservation district where alcoholic beverages are ordinarily sold is subject to the requirements of Chapter 7-4 of this Code.
- (7) Restoration, rehabilitation, alterations or additions to existing contributing structures in the Old East Hill preservation district. The document entitled "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings," published by the United States Department of Interior in 1983, shall form the basis for rehabilitation of existing contributing buildings. The proper building elements should be used in combinations which are appropriate for use together on the same building. Documented building materials, types, styles and construction methods shall be duplicated when making repairs, alterations and/or additions to contributing structures. Any variance from the original materials, styles, etc. shall be approved only if circumstances unique to each project are found to warrant such variances. The regulations established in paragraph (6), relating to streetscape elements, shall apply to contributing structures. Regulations established in Table 12-2.10 shall apply to alterations and additions to contributing structures.
- (8) Renovation, alterations and additions to non-contributing and modern infill structures within the Old East Hill preservation district. Many of the existing structures within the district do not meet the criteria established for contributing structures, even though they may be similar in style to the historic structures, and some structures are modern in style with no relation to the historic structures. All of these buildings shall be recognized as products of their own time. The regulations established in paragraph (6), relating to streetscape elements, shall apply to non-contributing and modern infill structures. Regulations established in Table 12-2.10 shall apply to alterations and additions to existing non-contributing structures. In review of these structures the board may make recommendations as to the use of particular building elements which will improve both the appearance of the

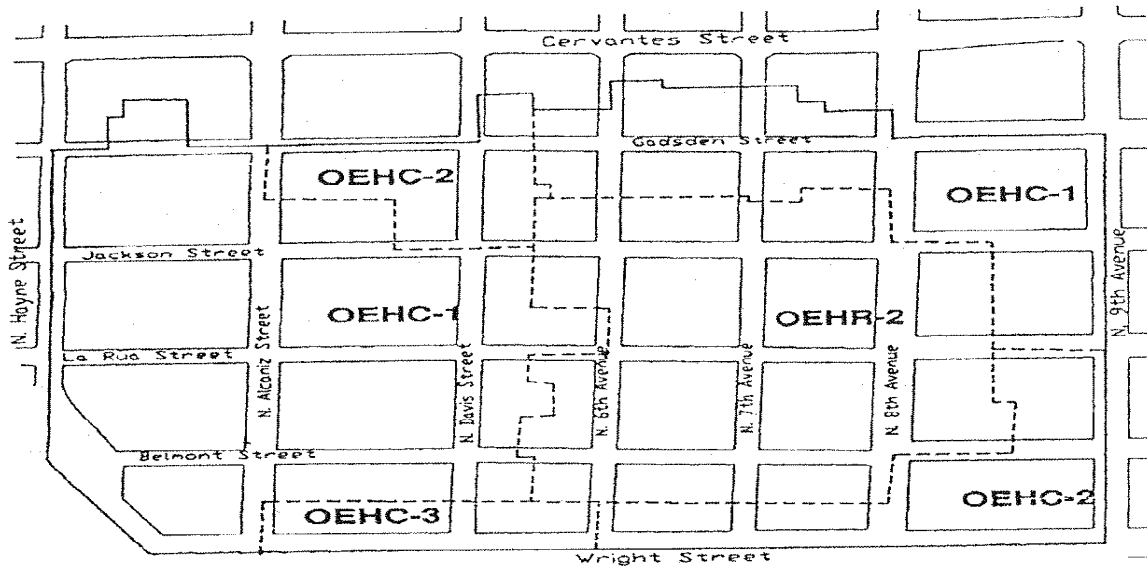
individual structure, its relationship with surrounding structures and the overall district character.

- (9) Regulations for new construction in the Old East Hill preservation district. New construction shall be built in a manner which is complementary to the overall character of the district in height, proportion, shape, scale, style and building materials. The regulations established in paragraph (6), relating to streetscape elements, shall apply to new construction. Table 12-2.10 describes height, area and yard requirements for new construction in the Old East Hill preservation district.
- (10) Demolition of structures within the Old East Hill preservation district. The demolition provisions established in section 12-2-10(A)(9) to (11), applicable to contributing and non-contributing structures within the Historic District, shall apply in the preservation district.

TABLE 12-2.10

REGULATIONS FOR OLD EAST HILL PRESERVATION ZONING DISTRICTS

Standards	OEHR-2	OEHC-1	OEHC-2	OEHC-3
Minimum Yard Requirement (Minimum Building Setbacks)				
Front Yard Side Yard Rear Yard	*15 feet 5 feet 15 feet	There shall be a 5' side yard setback, but no front or rear yard setbacks, unless this chapter requires a larger yard or buffer yard.		None
Minimum Lot Area For Residential Uses				
Single-family Detached Residential Duplex Residential Multi-family Residential	3,500 s.f. 5,000 s.f. 9,000 s.f.	None		
Minimum Lot Width at Street Row Line	30 feet	None		
Minimum Lot Width at Building Setback Line	30 feet	None		
Maximum Lot Coverage	N/A	The maximum combined area of all principal and accessory buildings shall not exceed 50% of the square footage of the lot.		None
Maximum Building Height (except as provided in section 12-2-39)	Residential buildings shall not exceed two (2) stories in height, with a usable attic. No building shall exceed thirty-five (35) feet in height, except that three (3) feet may be added to the height of the building for each foot the building is set back from the building setback or property lines to a maximum height of 45' with approval of the architectural review board.			
Minimum Floor Area For Multi-Family Developments	600 square feet per dwelling unit			
* Front yard depths in the Old East Hill preservation zoning district shall not be less than the average depths of all of the front yards facing the street on the block, up to the minimum yard requirement; in case there are no other dwellings, the front yard depth shall be no less than the footage noted.				



Old East Hill Preservation District

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

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

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk

Brandi Deese

From: Laura Hall <laura@drhall.us>
Sent: Friday, March 09, 2018 3:02 PM
To: Brandi Deese; Sherry Morris
Subject: OEHC1 Language change

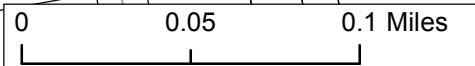
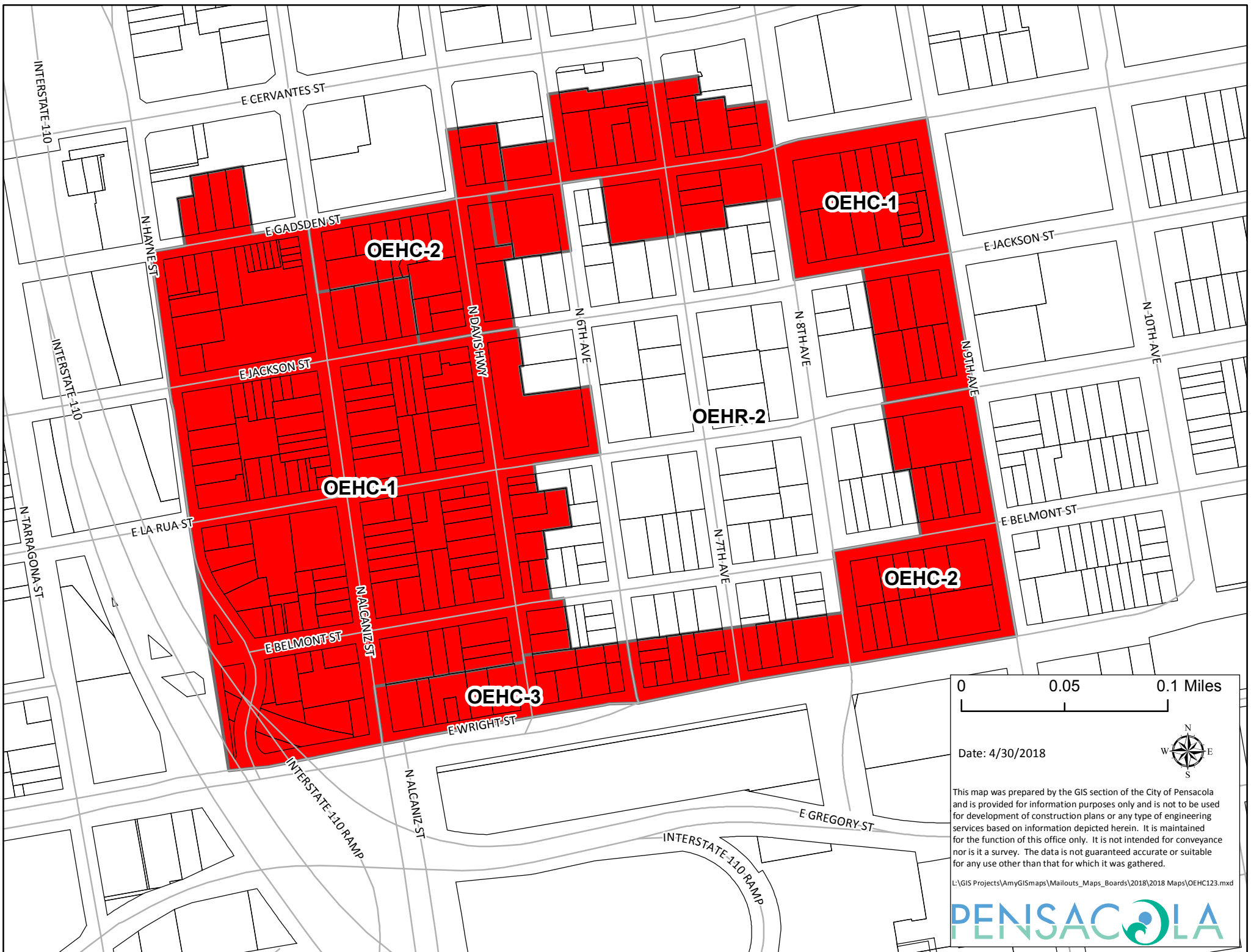
Afternoon,

I am requesting an amendment to land development code section 12-2-10 historic and preservation land use district. More specifically, section C, Old East Hill Preservation Zoning District, #4 Uses Permitted OEHC-1 section b: change permitted uses to: animal hospitals, veterinary clinics, pet resorts and with fully enclosed kennels, with no outside runs, exercise areas are permitted.

#6 Conditional uses permitted animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas be removed from the code.

Thanks for your time in advance,

Dr. Laura Hall
East Hill Animal Hospital
805 E Gadsden St. 32501
850-437-9932



Date: 4/30/2018



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 Projects\AmyGISmaps\Mailouts_Maps_Boards\2018\2018 Maps\OEHC123.mxd



Brandi Deese

From: president@historicnorthhill.com
Sent: Friday, March 30, 2018 10:24 PM
To: Brandi Deese
Cc: christianwagley@gmail.com; nicholsmelanie2@gmail.com
Subject: Planning Board Item - Request to consider Amendment to LDC Section 12-2-10 Historic and Preservation Land Use District
Attachments: City_Council_Minutes_November_20_2008.pdf; Section_12_2_54_Animal_Hospitals_businesses_that_board_animals.docx; Section_12_2_32_Buffer_Yards.docx; Section_12_2_8_Commercial_Land_Use_District.docx

Brandi,

I hope this finds you doing well.

Our Board saw on the agenda that an amendment to the Historic & Preservation Land Use District, Section 12-2-10 was being proposed and reviewed the application and past history on the change in great detail.

It appears that the applicant has changed the wording of what is currently in Section 12-2-10 in their request, (added two words for a new land use not previously approved, or defined in the Land Development Code, "Pet Resort", and deleted the word "or". That one word "or" changes it from the current reading of "Animal Hospitals and Veterinary Clinics with fully enclosed kennels and no outside runs OR exercise areas" to now adding Pet Resorts AND exercise areas as an allowed Conditional Use..

I think that it would be very helpful if the Public and the Board:
have a copy of what the existing Section 12-2-10 says on the subject, the background for the change in 2008, and where such a use that is being requested is currently allowed in the rest of the City (C-3 Zoning District) and that perhaps more clarification could be added to the Staff Memorandum. As it is now, the Board and Public don't know that the applicant is trying to put a C-3 type use in a C-1 Zoning District. This is a MAJOR change in the 12-2-10.

Here is the section of OEHC-1 from Section 12-2-10

(b) OEHC-1, neighborhood commercial district.

1. Any use permitted in the OEHR-2 district.
2. Child care facilities subject to regulations in section 12-2-58.
3. Nursing homes, rest homes, convalescent homes.
4. Parking lots.
5. The following uses, retail only, with no outside storage or work permitted, except as provided herein:
 - a. Food and drugstore.
 - b. Personal service shops.
 - c. Clothing and fabric stores.
 - d. Home furnishing, hardware and appliance stores.
 - e. Craft and specialty shops.
 - f. Banks.
 - g. Bakeries.
 - h. Secondhand stores.
 - i. Floral shops.

j. Martial arts studios.

k. Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this paragraph, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed twenty (20) percent of the total area of the main building.

l. Restaurants.

m. Mortuary and funeral parlors.

n. Pet shops with all uses inside the principal building.

o. Printing firms.

p. Business schools.

q. Upholstery shops.

{6. Conditional uses permitted. Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.}

This is the exact same language that is in the Municipal Code for the same use in C-1 districts throughout the City. Our Board does not have an issue if the applicant makes this a permitted versus conditional use, however, we take issue to the addition of "Pet Resort" (not in the LDC and the removal of the word or which would allow outside exercise areas.

Previous to November 2008, Animal hospitals and veterinary clinics were NOT allowed in the OEH Zoning Districts. This same applicant, Dr.

Hall, petitioned to have them added in 2008 and was approved on the condition that there would be no outside runs or exercise areas.

It was very controversial and there was much concern about noise to adjacent residential property owners and Dr. Hall is on record saying that there would be no outside exercise areas. Sherry Morris is on record throughout the Council Hearing insisting that there would not be any outside runs or exercise areas. I have attached the minutes from the City Council meeting from November 17, 2008 which voted to approve the conditional use of animal hospitals and veterinary clinics with no outside runs or exercise areas. The minutes also contain numerous concerns by adjacent property owners.

Many of the residents concerns have materialized according to the Code Enforcement Complaint and Violation. I think that the Board and the Public should have a copy of the minutes from that CEB Meeting since it's referenced in your memorandum.

Has notice been mailed to the adjacent property owners about this new proposal before the Planning Board?

I would recommend that the Planning Board look in the Municipal Code to see where the facility the applicant would like to run would be allowed to occur. It is only allowed to occur in the C-3 Zoning District which is by no means comparable to the OEHC-1 District where this change would be made.

Dr. Hall is currently operating a Pet Resort with outside exercise areas that meets with the City's Municipal Code in the C-3 Zoning District near Hayne Street. (Not within the boundaries of Old East Hill governed by the ARB). The applicant's request to bring C-3 uses within the Preservation District is not compatible.

C-3, commercial zoning district (wholesale and limited industry)

(a) Any use permitted in the C-2 district. (Animal Hospitals and Vet Clinics with NO outside kennels, runs, or exercise allowed in C-2) but you can't have outside exercise areas until section (b) below in C-3

Outside storage and work shall be permitted for those uses and the following uses, but shall be screened by an opaque fence or wall at least eight (8) feet high at installation. Vegetation shall also be used as a screen and shall provide seventy-five (75) percent opacity.

The vegetative screen shall be located on the exterior of the required fence.

(b) Outside kennels, runs or exercise areas for animals subject to regulations in section 12-2-54

Section 12-2-54 is titled, Animal Hospitals, veterinary clinics, commercial kennels and businesses that board animals and contains minimum setbacks of 100 feet to a residence and must contain a buffer yard as described in Section 12-2-32 Buffer Yard.

There is no survey or diagram of the site in the application to see how close the clinic and outside exercise area would be to adjacent properties.

As you will see from the attached minutes and Memorandum from Thaddeus Cohen, Community Development Director and also signed by Sherry Morris, Planning Services Administrator, "The majority of those who responded were opposed to the proposed request" in 2008.

Now, additional changes are being proposed which will intensify the use on this property and the noise which could impair the quiet enjoyment of adjacent properties.

The North Hill Preservation Association Inc. does NOT support this change to the Historic and Preservation Land Use District. We strongly feel that such a change would negatively impact the families who make Old East Hill their home and who like us, have very small lots which are close together. Furthermore, such a change establishes a legal precedent which could be used to add this use to all the other Districts governed by Section 12-2-10.

In closing, the words of Robyn Tice to the City Council in November 2008 say it best, "Codes aren't written for one individual's benefit, they are to be to the benefit of the citizens/neighborhood as a whole".

Thank you for your consideration,

Melanie Nichols, President
North Hill Preservation Association, Inc.

Brandi Deese

From: Christian Wagley <christianwagley@gmail.com>
Sent: Tuesday, April 10, 2018 11:42 AM
To: Brandi Deese
Subject: Old East Hill

Hello Brandi:

In response to my email to our Old East Hill Property Owner's Association email list regarding the proposed change to the LDC regarding outdoor exercise areas at pet resorts and vet clinics in Old East Hill, I received the following:

Lou Courtney

to me

Christian, can you please forward this letter to our Old East Hill mailing list? I think it would be good to get it out sooner rather than later. Also I would like Melanie Nichols contact information if you have it. Thanks

I am a resident of Old East Hill and am concerned about the issue described below. Our next neighborhood meeting is **this coming Monday, April 9th**, at Mount Lily Church a few blocks away at 619 East Gadsden in the community center next to the church. Meeting begins at **6:30pm**. We will be holding board member elections that night also, so if you are property owner, please come vote! (you do not need to be an owner to attend meetings and voice concerns)

The East Hill Veterinary Clinic and Pet Resort Too on the corner of Gadsden and 8th Avenue is applying to CHANGE our neighborhood CODE. This is a dramatic change that will affect our entire district. **This vet clinic has been in violation since adding their outdoor run and exercise areas**, which they have been advertising on their website www.Pensacolapetresorttoo.com ('they go outside 5 times a day'). When this vet came into our area they were granted a Conditional Use permit. This type of permit is granted because the city thinks there may be unforeseen problems that arise and that might not be compatible. On their original permit application they clearly state there would be **'NO outdoor runs or exercise areas'**. At the time, it was explained that the boarding of pets was already established several blocks away at Pensacola Pet Resort on Hayne street and they would not board animals at the Gadsden location. This vet understood yet completely disregarded code restrictions. I anticipate they intend to expand their business in our area. Although we are a mixed use neighborhood, meaning that we allow for businesses with different restrictions in different areas, allowing this code change will impact us all negatively, both now and in the future. Speaking with several people who have been in planning and code enforcement for many years, they said that there are always unintended, negative, consequences after a code change even 8, 9, 10 years later. As a neighborhood, we should have voiced concerns when the vet went to the magistrate a month or 2 ago to address their code violation. Unfortunately, it was not publicized and no-one showed up to speak against it.

WE STILL HAVE A CHANCE TO PREVENT THIS CODE CHANGE: We can attend the **Tuesday, April 10th CITY PLANNING BOARD MEETING** at 2:00 pm at **City Hall** in the Mason Conference room, 222 West Main Street. **SHOWING UP IN PERSON MAKES A DIFFERENCE. You can also write in ahead of time to Brandi Deese at Bdeese@cityofpensacola.com BOTH before April 10th and before May 10th**

*****IT IS ALSO IMPORTANT to SHOW UP** for the Thursday, **May 10th CITY COUNCIL MEETING** at 5:30pm at City Hall, where a decision will be made after hearing comments from the audience.

copyeditor@michaelkenneydesign.com

to me

Hello Christian,

Takes some study to understand this. (For example, on the map of Old East Hill, there's OEHC and OEHR and I'm not sure of the meaning of C and R.) I doubt any ruling would affect us; it's those folks who live close to the clinic who ought to have a sayso. But one more thing: What are the ramifications for the whole neighborhood in the future? When Dr. Hall petitioned to get a zoning change so she could open the clinic, I saw it as continued encroachment by businesses such that in the future they could be right next door. That might be far away, but the encroachment process itself might cause grief, little by little.

Or course, most of what I just said is my imagination.

By the by, do you happen to know what's going to be done with that empty lot across the street from Bill and Nanette's?

Hope to see you Monday,

Jerry

Christian,

Thank you for this information.

I may not be at the meeting so here is my position.

I am strongly against changing OEHC-1, which equates to about half the neighborhood, to allow **animal hospitals, veterinary clinics, and pet resorts with fully enclosed kennels and no outside runs; outdoor exercise areas are permitted** by right. *The placement of a new Animal Facility with an outside exercise area in a primarily residential area should not be allowable by right. This should be a conditional use and the neighbors should have say as it could affect their enjoyment of their own home.*

I personally have no issue with Dr Halls current facility but I also don't live close to it.

It seems her specific issue is what should be addressed, not code for an entire area (OEHC-1). And her issue should be addressed with input from her neighbors near by who are potentially affected by this. (Maybe they have no issue with the facility as it is and could work with her and the city to come up with a variance. I don't know)

Sincerely,

Mark Casson

Brandi Deese

From: Amber Hoverson <amberlynnie1@gmail.com>
Sent: Tuesday, April 10, 2018 11:39 AM
To: Brandi Deese
Subject: Section 12-2-10

Brandi,

My name is Amber Hoverson and I live at 706 E Jackson Street in Old East Hill preservation district. I am writing in regards to the amendment to the Historic and Preservation Land Use District, Section 12-2-10 that is being proposed

My husband and I moved to our home in Old East Hill in 2010 so we were not here when the original code was changed in 2008 to allow for veterinary clinics. My understanding is that many of the homeowners were not in favor of the code changing because they were concerned about noise, overcrowding, parking, the structure's design complementing the neighborhood's integrity, and lastly changing the precedence in which our neighborhood's codes were originally designed and created for.

Here are my observations of East Hill Veterinary Clinic and Pet Resort Too for the past few years: I live a block away from the clinic.

1. The structure is very much in keeping with the integrity of our neighborhood. I think the owner/designers did an excellent job adhering to, even elevating the way remodels and new construction should be treated in our historic preservation district.
2. Having a vet and groomer in the neighborhood is convenient. I've been able to walk my pet to get groomed instead of stressing it out by driving. My In-Laws have also taken advantage of boarding their dog at the Pet Resort when visiting from out of town.
3. Parking can be a problem. The street gets congested and there have been several instances where I've had to stop driving on 8th avenue for someone pulling out of the parking lot that either couldn't see me or wasn't paying attention.
4. Noise from the barking dogs is a problem. Both my husband and I are home all day and the noise can be distracting and annoying. It seems that the barking noise has become more bothersome within the last 6 months.

Here are my concerns about the current proposal to amend section 12-2-10 further:

1. I don't think that any codes should be changed for an individual business. Codes are written for a reason and changing them should benefit the entire neighborhood, not just an individual/business. Also, if changing a code is easy to do current codes lose their authority and people are less likely to comply with them to begin with. This equates to more code violations in general and people doing what they want because they can.

2. We are a mixed use neighborhood so there is commercial zoning throughout the area. The proposed change could hypothetically allow for a veterinary clinic or animal hospital with dogs barking throughout the day to open anywhere within the neighborhood with commercial zoning. Which means hypothetically we could have barking dogs scattered around our entire neighborhood instead of concentrated in one area. Noise pollution lowers home values and quality of life.

3. As someone who has had to go to the ARB several times to get approval for our own home's renovations I can speak to strict guidelines that are in place. The majority of structures in our neighborhood are people's homes. It seems grossly unfair to me that homeowners are held to such strict standards for the exterior renovation of our homes but a business (someone who makes money here) can violate a code (which is a law and not merely a guideline as in the case of the ARB), have a year to come into compliance with the code, and has the option of changing the code so that the business can continue to do what it has always done. Also consider that homeowner's guidelines set in place by the ARB only influence what we see. The proposed code change affects what we hear. A person can make a choice to ignore something they find ugly in the neighborhood, but noise pollution cannot simply be ignored, even from the interior of a home.

I congratulate East Hill Veterinary Clinic and Pet Resort Too on its business success, however as the saying goes, there is a time and place for everything. The place for the part of her business that includes outdoor runs or exercise areas is not Old East Hill. This is a place that is primarily made up of charming old houses and a scattering of small businesses that are either unobtrusive or adding to the charm. We live in a very special place and it is exciting to see the growth that our community has experienced. Allowing a business to change the code to suit its needs does not set us up for success. The needs of the community need to be put before anything. We will survive without a pet resort in the neighborhood but we will not survive if we are known as the noisy neighborhood with the barking dogs because we are the only C1 zoning area that allows for C3 noise.

Sincerely,

Amber Hoverson

Brandi Deese

From: Charles Voltz <voltzpj@yahoo.com>
Sent: Thursday, April 05, 2018 8:06 PM
To: Brandi Deese
Subject: Proposed LDC Amendment for Old East Hill Preservation District

My address is 603 N. 8th Avenue. This puts me across from East Hill Animal Hospital on the same block. I am writing to voice my strenuous objections to Ms. Hall's proposed changes to the land development code for a neighborhood in which she chose to place a business, with full knowledge of what the limitations to that business would be.

Ms. Hall has been in violation of the code for quite some time now. Her casual disregard for the people who have property, children, investments, and long-term regard for the neighborhood is obscene. I have been subjected to hour after hour of 8-10 dogs barking in an enclosure behind her business, IN VIOLATION OF THE CODE. Countless times, I have witnessed her clientele using our neighborhood as a repository for their dogs' feces, IN VIOLATION OF THE LAW. Nearly every day of the week, she and her employees use the City's grass easement (between the sidewalk and 8th Avenue) as a parking lot, IN VIOLATION OF THE LAW.

I remember distinctly when Ms. Hall showed up years ago with a lot of promises and assurances. In truth, she has been a very poor neighbor, and this beautiful piece of historic Pensacola is dirtier, louder, trashier, and more congested for Ms. Hall having been here. We take care of this place because it is our home. Clearly she does not feel the same responsibility.

The Code was not written for or against Ms. Hall, so there is no compelling reason to amend it for Ms. Hall. She knew what the Code said when she located here, and she chose to violate it over and over and over. Now she wants the Planning Board, whom she has pointedly ignored, to change the Code solely for her benefit? For her to even make this request, after what she has done to our street, is outrageous.

I would prefer Ms. Hall pack up her business and move it to a location in which the Land Development Code suits her goals. Otherwise, I fully expect the City of Pensacola to reject this ridiculous request, and then get serious about enforcing the existing regulations to bring this business into compliance. Thank you.

Sincerely, Charles Voltz and Dr. Stacey Rimmerman

Brandi Deese

From: Lou Courtney <loumitchell@loumitchell.com>
Sent: Monday, April 09, 2018 8:12 AM
To: Brandi Deese
Subject: East Hill Vet Clinic

Having been a resident of Old East Hill for over 20 years, I am adamantly opposed to the request for code change by the East Hill Veterinary Clinic and Pet Resort Too. This vet clinic has been in violation since adding their outdoor run and exercise areas. When this vet came into our area they were granted a Conditional Use permit. This type of permit is granted because the city thinks there may be unforeseen problems that arise and that might not be compatible. On their original permit application they clearly state there would be '**NO outdoor runs or exercise areas**'. At the time, it was explained that the boarding of pets was already established several blocks away at Pensacola Pet Resort on Hayne street and they would not board animals at the Gadsden location. **This vet understood yet completely disregarded code restrictions.** As their business has grown, the number of barking dogs has increased and gotten louder. I work at home and am often outside. Even though I am a block away, the noise is very loud and obnoxious and, as their website advertises, it occurs when **they take the dogs out '5 TIMES A DAY'**. I am asking the planning board to SAY NO to this request and to enforce the existing code. I am disappointed they have been given a YEAR to come into compliance.

City Code was created to protect the majority of the citizens, not for special interest groups. We are a small, HISTORIC PRESERVATION neighborhood. Our quality of life is diminished by this NOISE POLLUTION.

I anticipate they are attempting to change this code because they intend to expand this business in our district. If they need to expand their business they should find an area more compatible with their needs. Although we are a mixed use neighborhood, meaning that we allow for businesses with different restrictions in different areas, allowing this code change will impact our ENTIRE DISTRICT negatively, both now and in the future. Speaking with several people who have been in planning and code enforcement for many years, they said that there are always **unintended, negative, consequences after a code change even 8, 9, 10 years later.**
Lou Mitchell Courtney
523 N 8th avenue

Brandi Deese

From: theresa finkbeiner <coyotemoonherbcompany@cox.net>
Sent: Sunday, April 08, 2018 7:19 PM
To: Brandi Deese
Subject: 805 E. Gadsden St code ordinance

Dear Ms. Deese,

i became aware of an ordinance that Laura Hall wants to remove from the Code at 805 East Gadsden St.

This is not a good move. As a Licensed Massage Therapist and renter at Innerpeace 815 E. Gadsden,

the dog barking noise will be unavoidable. I give massage throughout the day along with 3 other therapists

and we are not happy to hear of a dog run and kennels outside. This is a residential area too and the noise can be unnerving.

I hope you will consider the people on the whole block on Gadsden St and around the corner.

No one wants to listen to dogs barking all day and night. Please do not remove the code ordinance for this area.

When she bought here, she knew the deal and has broken the code already. Can you please put an end to it right now!!

Thank you for your consideration, I am not able to attend the meeting on this topic .

Theresa Finkbeiner 437 9192

Brandi Deese

From: Lou Courtney <loumitchell@loumitchell.com>
Sent: Tuesday, April 10, 2018 10:53 AM
To: Brandi Deese
Subject: Vet code change letter vote

I have been a home owner in Old East Hill for over 20 years. I am opposed to the code changes proposed by Dr. Laura Hall regarding East Hill Veterinary Hospital/ Pet Resort. I already hear loud nuisance barking off and on throughout each day. She was granted **conditional use** and has not abided by the original code which was written as a condition for allowing her business into the neighborhood. Why is the city even considering changing a land use code for one business when it will affect all residents negatively and open up unforeseen complications years down the road? I am OPPOSED to these changes.

Michael Courtney
523 N 8th avenue

Brandi Deese

From: Laura Dean <laurad@portofinoisland.com>
Sent: Friday, April 06, 2018 3:01 PM
To: Brandi Deese
Subject: East Hill Vet

Planning and Zoning board:
Attention Brandi Deese

This letter is to serve as a statement that my home is directly behind Dr. Laura Hall's businesses. My back yard shares a fence with the pet resort yard. I have never had any issue with her business, employees, customers or clients. I have had no noise, odor or parking concerns. Nor have any of the residents living in my home.

I am in favor of any code change that will allow her to continue to conduct her business with the intended use that the city allowed in 2008. She has conducted herself in a professional manner and has been a pleasant addition to the neighborhood.

Sincerely,

Ken Norris 804 East Jackson

Show quoted text

Brandi Deese

From: Laura Hall <laura@drhall.us>
Sent: Monday, April 09, 2018 10:53 AM
To: D. Brandon Cobb; Brandi Deese
Subject: Re: neighbor favor!

thanks!

On Mon, Apr 9, 2018 at 10:51 AM, D. Brandon Cobb <dbrandoncobb@gmail.com> wrote:

Laura Hall, DVM
East Hill Animal Hospital
805 East Gadsden Street
Pensacola, Florida 32501

Good morning, Laura. Please forward the following letter to whomever you deem necessary.

April 9, 2018

RE: East Hill Animal Hospital

To whom it may concern:

I, D. Brandon Cobb, am the property owner at 811 East Gadsden Street, the property directly next to East Hill Animal Hospital. This property has been mine or in my family since before East Hill Animal Hospital came to be our neighbors. It is my understanding that there have been some complaints about the clinic and the animals there.

While I do not currently reside full time in the building (as I am staying with my great aunt who has had a stroke and help manage her care), I am there periodically and have a working knowledge of the neighborhood. In addition, we had a tenant in the property for over twelve years. I am listing these facts so that you will have an idea of our involvement with our neighbors.

East Hill Animal Hospital has never given me or my tenant any reason to raise a complaint. They have been good and considerate neighbors even taking the extra effort and asking if I minded them using the parking in front of my home rather than just telling their employees or customers to park there. As I am not there, I have had no issue with them using the property which is, after all, part of the public right of way along Gadsden street.

East Hill Animal Hospital has added to our diverse neighborhood and done so while keeping the charming look of Old East Hill in mind. I count them as an asset to our community.

On a personal note, it is extremely convenient to walk next door when I have any veterinary need.

If you have any further questions, I can be reached by phone at 850.748.2200, by email at dbrandoncobb@gmail.com, or by U.S. Mail at 811 East Gadsden Street, Pensacola, Florida 32501.

Cordially,
D. Brandon Cobb

On Fri, Apr 6, 2018 at 1:45 PM, Laura Hall <laura@drhall.us> wrote:

----- Forwarded message -----
From: **Laura Hall** <laura@drhall.us>
Date: Fri, Apr 6, 2018 at 1:44 PM
Subject: neighbor favor!
To: cobb@gmail.com

I have an annoying, waste of time, situation I was hoping you could help me with. :)

I have never had any sort of complaint or issue with the city with any of my 3 businesses but in the recent months my staff has been legally "on street" parking so an anonymous neighbor made a complaint and became frustrated when she was told the parking was legal so she started snooping around for something else to complain about. So, she told the code enforcement officer that she heard dogs barking and followed the barking onto my property and saw 14 dogs in the yard. Not true, not ever!! She then took the time to watch my video on my website "Pensacola Pet Resort, too" and it does say that we allow the "play time is offered next" and "afternoon playtime before dinner" and "offered 5 leash free outings a day 365 days a year". "In 1 of 3 clean shaded and spacious exercise yards" .. all true. **Never unattended always in the fence, always under direct control.**

She then looked up the code and saw my conditional use in OEHC-1 that said " animal hospitals or Veterinary Clinics with fully enclosed kennels and no outside runs or exercise areas." The distinction was a distinction with C3 in which outdoor runs are allowed- see pics attached below. Very sadly, after a lengthy explanation, (see letter also attached) Code Enforcement turfed the issue saying that they could not make that distinction or interpretation and that I had to go before a magistrate which is next Tuesday. (Needless to say once I found out the parking was a concern of a neighbor I asked my staff to stop doing it that problem is solved.) I asked code enforcement to have the lady come talk to me and she refused and wanted to remain anonymous- probably because she lied and trespassed!

I went to the magistrate for a proposed code violation and he could not rule on the interpretation so gave me a year to get the wording changed so there is no concern in the future, he was very nice. The city is behind the change as I have always complied with the intended use, but as always there are some crazy neighbors opposing any change even though it is no change from my original use, just a clarification about the language.

I would love it if as a direct neighbor to my business you would write a letter saying something like you have never had noise or odor complaints or congestion or any issues at all that this business has in fact improved the lot etc etc.

I can write something for you to copy and paste into your email?
Thanks, the meeting is Tuesday with planning and zoning!

Have a good day! Bet it is beautiful in NC- you in the mountains?

Dr. Laura

I sent this to president of local association:

"1) pet resorts were already allowed-- I did not have any changes with the code for that, all uses were to be indoors such as boarding, grooming, exchange of pets and products etc. and they are, the dogs go out to potty and play shortly less than 5-10 mins at a time and always attended. I have no formal or informal complaint of noise at all since 2010 when I opened my doors or of dog droppings, odors, traffic or anything. It's just the recent on street parking that lead to all of this.

2) the term 'outdoor exercise areas' in the conditional use is what all the fuss is about--- how is that interpreted? It was interpreted in 2008 by planning and zoning and city council to mean no outdoor runs or exercise areas in which the dogs are housed outside overnight and where the dogs have access via a dog door to go in and out at free will. Never are my patients left unattended. Never, it is always like you saw it 1 or 2 staff members 1 or 2 dogs, at times like on my video at PensacolaPetResort, too you will see we do have groups that go out together: we have old dog play, young dog play, rowdy dog play etc and all of these dogs are under 40#-- never unattended never barking always playing or pottying! they are done playing in 5- 10 mins and we let them back inside, in the summer heat it is even less and we have indoor playtime. (so let's call it a potty yard and a play yard not an exercise yard)

I realize that it was our mistake in 2008 for not giving more detail in the code, that is why we are correcting it now. All it takes is 1 person to challenge the black and white of the law. Even though her claims were false and in my opinion she not only lied but she trespassed. I am a rule follower and have improved the area and I am passionate about my career, my family and my employees and the East Hill Neighborhood which I have been a part of since 2002!! I would be happy to give anyone a tour as I did you."

BEFORE THE CODE ENFORCEMENT AUTHORITY
OF THE CITY OF PENSACOLA, FLORIDA

THE CITY OF PENSACOLA,
a Florida municipal corporation,
by its Code Enforcement Office (436-5500)
Petitioner,

vs.

LAURA TONETTI HALL, DVM, PA,
Respondent(s).

Case # 18-129

CODE VIOLATION ORDER AND SUBSEQUENT AMENDMENTS

The Special Magistrate Judge having heard and considered sworn testimony and other evidence presented in this matter on February 6, 2018, after due notice to the respondent(s), makes the following findings of fact and conclusions of law:

A. FINDINGS OF FACT:

1. The respondent(s) own(s) and/or is (are) in possession of the real property located at 805 East Gadsden Street, Pensacola, Escambia County, Florida, legally described as:

LTS 1 2 3 BLK 84 NEW CITY TRACT OR 6228 P 236 CA 67 TAX ACCT. #140569000.

2. The following described condition exists on the property: there are dogs running and exercising outside this facility which has a conditional use permit which prohibits same and the condition constitutes an apparent violation of the conditional use permit.

3. The date this condition was first observed was December 5, 2017; re-inspection made on February 6, 2018, confirmed the condition still existed on that date.

4. The respondent(s) received notice by:
X the posting of a notice on the property and at City Hall for ten (10) days beginning
_ certified mail, return receipt requested,

on January 19, 2018, that the condition constitutes a violation of the Code of the City of Pensacola, Florida, and that a public quasi-judicial hearing thereon would be held before the Special Magistrate Judge beginning at 3:00 p.m. on February 6, 2018, at which hearing the respondent(s) did appear and testify at length.

B. CONCLUSIONS OF LAW:

1. The respondent(s) and the property are in violation of Section(s):

12-2-10 (C)(4)(b)6 & 5(n) of the Code of the City of Pensacola, Florida.
of the Florida Building Code.
of the Standard Housing Code.
of the International Property Maintenance Code.

2. The City prevailed in prosecuting this case before the Special Magistrate Judge. If the City has already incurred costs to date in attempting to abate this violation and has requested that they be determined at this time, the Special Magistrate Judge finds the City's costs to be \$ _____. [If the City has not as yet requested that its costs to date, if any, be determined at this time and/or if it later incurs costs to abate this violation, those total costs shall be administratively entered in this blank: \$ _____.]

3. The aforesaid violation(s) or the condition causing the violation(s) does (do) not present a serious threat to the public health, safety, or welfare and/but the violation(s) or the condition causing the violation(s) is (are) not irreparable or irreversible in nature.

C. ORDER:

Based on the above and foregoing findings and conclusions, it is hereby

ORDERED that:

1. **The respondent(s) must correct the apparent violation(s) before February 5, 2019, by discontinuing allowing animals to run and exercise outside the pet shop/vet clinic. Immediately after this work has been completed, the respondent(s) must call the City Code Enforcement Office at (850) 436-5500 to schedule a re-inspection of the property to confirm that it has been done to code and/or completed.**

2. In the event this order is not complied with before the above compliance date, as early as at the **City Code Enforcement Authority Meeting and Hearings scheduled to take place beginning at 3:00 P.M. (Central Time) on Tuesday, February 5, 2019, or at any such meeting and hearings thereafter,** without further hearing or notice to the respondent(s), : **A FINE MAY BE ASSESSED AGAINST EACH RESPONDENT AND THE ABOVE-DESCRIBED PROPERTY IN AN AMOUNT UP TO AND INCLUDING TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) PER DAY for that day and each and every day thereafter any violation continues to exist; and, without further hearing or notice to the respondent(s), A LIEN MAY BE IMPOSED AGAINST ANY AND ALL REAL AND PERSONAL PROPERTY OWNED BY THE RESPONDENT(S) WHICH IS NOT LEGALLY PROTECTED FROM ENCUMBERANCE AND LEVY; AND THE COSTS INCURRED BY THE CITY IN SUCCESSFULLY PROSECUTING THIS CASE MAY BE ASSESSED AGAINST THE RESPONDENT(S).**

3. It is the responsibility of the respondent(s) to contact the above-named City Office prosecuting this case to arrange for re-inspection of the property to verify compliance **AS SOON AS IT IS ACHIEVED.**

4. If the violation(s) is (are) corrected and, thereafter, a City Code Enforcement Officer finds that a repeat violation has occurred, a fine in the amount of up to and including Five Hundred and no/100 Dollars (\$500.00) per day may be assessed against the respondent(s) for each day the repeat violation is found to have occurred by the City Code Enforcement Officer and for each and every day thereafter the repeat violation continues to exist.

5. Pursuant to Sections 162.07 and 162.09, Florida Statutes, without further hearing or notice to the respondent(s), the original or a certified copy of this and/or any subsequent Special Magistrate Judge's order may be recorded in the public records of Escambia County, Florida, and, once recorded, CONSTITUTES NOTICE TO AND MAKES THE FINDINGS OF THIS ORDER BINDING on the respondent(s) and any subsequent purchasers of the property, and any successors in interest or assigns of the respondent(s).

6. Jurisdiction of this matter and the parties is retained to enter such further orders as may be appropriate and necessary.

7. Any aggrieved party hereto, including the City, may appeal this order to the Circuit Court of Escambia County, Florida, within thirty (30) days of the entry of this order.

ENTERED on February 8, 2018, at Pensacola, Florida.

PENSACOLA CODE ENFORCEMENT AUTHORITY

Louis F. Ray, Jr.

(Signature of Special Magistrate Judge)

Louis F. Ray, Jr.

(Printed Name of Special Magistrate Judge)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The execution of the foregoing order was acknowledged before me on February 8, 2018, by Louis F. Ray, Jr., as Special Magistrate Judge for the City of Pensacola, Florida, who is personally known to me and who did take an oath.

This original order was prepared by
and ATTESTED to by:

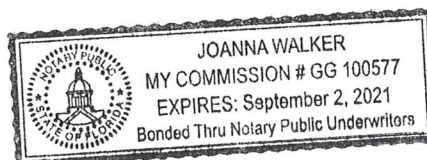
Joanna Walker
Florida Notary Public &
Administrative Officer of the
Code Enforcement Authority of the
City of Pensacola, Florida
Post Office Box 12910
Pensacola, FL 32521-0001
(850) 436-5500

Joanna Walker

(Signature of Notary and Administrative Officer)

Joanna Walker

(Printed Name of Notary & Admin. Officer)





PLANNING SERVICES

THE UPSIDE of FLORIDA

MINUTES OF THE PLANNING BOARD

April 10, 2018

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Nina Campbell, Kurt Larson, Jared Moore

MEMBERS ABSENT: Danny Grundhoefer

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Steve Richards, Code Enforcement Officer, Rusty Wells, Assistant City Attorney, Lysia Bowling, City Attorney

OTHERS PRESENT: Barbara Chapman, Laura T. Hall, Amber Hoverson, Lou Courtney, Steven Shelley, Damian Zimmerman, Bruce Partington, John Myslak, Betty Bowlin Hinote, Don Kraher, Council Executive,

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 13, 2018
- New Business:
 1. Request for License to Use Right-of-Way – Intendencia Street - Southtowne
 2. Consider Amendment to LDC Section 12-2-10 Historic and Preservation Land Use District
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:00 pm with a quorum present.

Approval of Meeting Minutes

Mr. Larson made a motion to approve the March 13, 2018 minutes, seconded by Mr. Monk, and it carried unanimously.

New Business

Request for License to Use Right-of-Way – Intendencia Street - Southtowne

Daily Convo is requesting approval for a License to Use for improvements within the Intendencia Street right-of-way in connection with the Southtowne Development. This request is unique in that the project will provide a large amount of improvements within the right-of-way of Intendencia and the perimeter of the development, however, the property owner will assume maintenance for these improvements. This will be agreed upon in the form of a modified License to Use agreement between Daily Convo and the City. This request has been routed through the various City departments and utility providers with those comments provided.

Bruce Partington presented to the Board and stated the project presented today was the final piece of the development.

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

222 West Main Street Pensacola, FL 32502 / T: 850.435.1670 / F: 850.595.1143/www.cityofpensacola.com

He explained he had negotiated at length with the City Attorney for the License to Use (LTU) which will comply with all city requirements. Daily Convo would bear 100 percent of the construction and ongoing maintenance. He indicated the project would be aesthetically consistent with the existing structures.

Chairman Ritz appreciated the work placed into the overall project with the level of quality, concern for citizens, and addressing the environment. He also appreciated the use of the right-of-way for bettering the entire development and believed this would be a better treatment of the roadway than the city could execute without private dollars. The size of the development showed the level of commitment over the span of time. **Mr. Larson made a motion to approve, seconded by Ms. Campbell.** Mr. Larson pointed out he liked the public-private partnership and wanted to take the opportunity to try this LTU in a different manner. Ms. Campbell noted the utility comments, and Ms. Deese advised the project had oversight through the Engineering Department. Mr. Monk wanted to state a no conflict of interest since at the inception of Southtowne, he was an employee of Studer Properties, however, none of this discussion was going on at that time. Chairman Ritz advised since Mr. Monk was not in play for any financial gain, no conflict of interest would exist. **The motion then carried unanimously.**

Consider Amendment to LDC Section 12-2-10 Historic and Preservation Land Use District

The City has received a request from Dr. Laura Hall of East Hill Animal Hospital for an amendment to Land Development Code Section 12-2-10 Historic & Preservation Land Use District. More specifically, Dr. Hall is requesting that the use of animal hospitals, veterinary clinics and pet resorts (with fully enclosed kennels, with no outside runs, exercise areas are permitted) no longer require Conditional Use Permit approval and instead become a permitted use by right. Dr. Hall recently appeared before the Special Magistrate for a code violation of having exercise areas in the OEHC-1 zoning district. The Special Magistrate gave Dr. Hall one year to resolve the issue. Dr. Hall is requesting this amendment in order to bring her property into compliance.

In reviewing the Code Violation form, Chairman Ritz note the violation involved dogs running outside of the building which was not allowed. Ms. Deese advised a Conditional Use Permit would no longer be necessary, and it would become a permitted use by right. Chairman Ritz pointed out even though it was for one piece of property, if we keep changing the Code, the neighborhood could lose some of its character. One of the issues was encroachment and movement of commercial businesses within the residential neighborhood. But on the positive side, customers appreciated Dr. Hall's services and the convenience of having her clinic at this location. The change to the Code would become area-wide and not just for one property. Mr. Monk wanted to clarify that this change would allow for exterior exercise areas for pets in the clinic or the resort during business hours. Chairman Ritz advised there were no time limitations. Ms. Deese confirmed that since the ordinance does not define that, another use could come in by right without a Conditional Use Permit, and there would not be any ability to add those stipulations; they could operate at any hour, however, they would still operate under the noise ordinance.

Dr. Hall stated she had been in the OEHPD since 2007. She explained she put the outdoor exercise area provision in herself and had operated since 2007 with no formal complaints. Her pet resort was given the same rights as pet shops. She explained she attended the neighborhood association meeting and understood their concerns with businesses, future expansions, and parking. She explained all noise ordinances would still be intact, and this change in the Code would simply allow her to continue the business the City had allowed. She indicated the Magistrate from the Code Enforcement hearing advised her to change the Code so a violation would not happen again.

Ms. Campbell confirmed that the business had improved the neighborhood while maintaining the architectural integrity and spirit of that area. Chairman Ritz had not noticed a parking issue. In full disclosure, Ms. Campbell explained that Dr. Hall was her veterinarian, and her pets had stayed at the pet resort; she had not been overwhelmed with noise on the inside or outside. She stated when addressing these issues, certain areas of the community want to be self-sufficient as a sub community, and if that was the case, it might be appropriate for a pet resort to go in; Dr. Hall did bring a lot of business into the area.

Lou Courtney agreed Dr. Hall had a great reputation and was a great businesswoman. She explained a lot of the neighbors were opposed to the business when it was originally permitted because of the barking. Ms. Courtney lives one block away and observed the animals go outside five times a day, and the noise gets loud during the summer and during holidays. She indicated she worked from home in a studio and had followed the noise to observe 20 dogs within the exercise area with an attendant present. However, she was unable to address the attendant because of the noise. She applauded the doctor for the integrity of the architecture, but noise pollution was a serious issue. She also pointed out the doctor could sell the clinic, and the next owner might not be as conscientious. She also explained they do not like changes that hurt property values, aesthetic values, or quality of life. She explained there were no neighbors immediately adjacent to the doctor; one was being used for storage and the two behind were vacant. Joshua Gleaton appeared before the Board and stated he works from home does hear the dogs barking and it is a noticeable background noise. He did appreciate what the doctor's business had brought to the neighborhood but was concerned the Code change would allow for the continuation and the addition to what he sees as an existing problem. He felt changes to the Code should benefit the community and not just a few people. He stated Dr. Hall had indicated she was involved with the original language, and he was concerned with the result of changing the Code when someone is found in violation, and he did not see the benefit being for the neighborhood but for only one business.

Steven Shelley advised he had been an East Hill resident for 50 years, and even though the business was not in East Hill, he wanted to comment that when she was with Sacred Heart, she was well respected and loved. He was amazed in driving up to the facility how little noise was heard. He stated her business is exactly what the community was looking for.

Amber Hoverson, President of the OEHPA, was at the meeting and as a neighborhood, they were opposed to the Code change. She explained they were not opposed to change but were concerned with the noise and that some other business could come in and not be as mindful of the neighborhood. Also, as a homeowner of a contributing structure, she felt it was not fair when a homeowner in this district is required to go before the ARB and comply with their guidelines. However, this is a law that is being considered; she expressed you can avoid ugly but you cannot avoid noise, and many of the older homes are not insulated.

Betty Bowlin Hinote with Innerpeace Massage Therapies behind the McDonald's stated she had heard barking during therapy sessions, and they would lose business if the noise continued during treatments. She explained patients do sleep during therapy sessions, and the business maintains a quite atmosphere. She further stated the Code was set up to protect the interest of owners, their property values, and safety. She stated she had been at this location for 17 years and felt her property might lose value if the Code is changed. She had visited the pet resort on Hayne Street, and it was absolutely too loud, and if the Code is changed to include any hour, this noise would also be outside. One of her therapists left a note to her to make sure this does not happen since there will be barking dogs while the therapies are in session. Mr. Monk asked how long she had been in business, and she stated they had been operating there 17 years. She was not sure how much business she had already lost. With the Code change and having the dogs outside along with the possibility of a growing business, the problem might get worse. Mr. Monk asked if any customer left an appointment because of the barking dogs. Ms. Hinote explained they could not know if a person did not return because their session was disturbed. She further explained the Code protects against many issues, but she could not provide any solid facts supporting loss of income since this would be speculative. She did emphasize with a change in the Code, the situation would likely get worse.

Chairman Ritz stated as he reflected back from 2008, the noise issue was of concern. At that time, many Old East Hill residents were concerned with the noise; there were no outside exercise runs at that time. As of today, some of those members still do not embrace the idea of outdoor exercise runs, which have been consistent from then to now. He explained the idea of a Conditional Use allows for

checks and balances to occur should situations change. Changing the Code affects the entire area, and if another veterinarian should choose to come in, they could put in an outside run a block away. He advised one of the reasons for the Conditional Use being granted at that time was that a lack of outside runs would prevent a noise issue. He said he tended to think on the side of the neighborhood who opposed it in light of the way it came before the Board the first time. Mr. Monk emphasized the historic nature of East Hill and the Van Gogh Coffee Shop where the youth populated; the 309 house was a safe place for train hoppers and both were a part of the history of this community. It was constantly shut down because of noise complaints. His opinion was if you want quiet, don't live in the city which includes traffic, movement, and noise.

Ms. Campbell questioned how long this area had been business and residential, and Ms. Deese advised since its inception in the late 90s. Dr. Hall pointed out nothing would change since the dogs had already been entering an exercise yard. The exercise yard simply means they go out and exercise and come back in. Ms. Campbell indicated aside from the most recent complaint, the doctor had no other complaints and thought that was an interesting observation; it seemed the problem was not with the dog resort or the veterinarian but the noise level. She questioned if anyone had come up with a build-out for sounds. Dr. Hall stated she had investigated other resorts in the city which are all C-1, but they were not in a historic neighborhood, and when she went to change the Code in 2008, they placed the language in there. She advised at that time, parking was the main concern. She also explained as a property owner, she would be using outside cameras to protect her interests and confirm activity documenting the number of dogs.

Chairman Ritz clarified a Code violation was issued which stated "There are dogs running and exercising outside this facility which has a Conditional Use Permit which prohibits same and the condition constitutes an apparent violation of the Conditional Use Permit." Ms. Deese verified the Code violation was because there were dogs outside. She explained there was a video on the website showing how many times animals go outside into the exercise areas which was the specific Code violation. Dr. Hall explained exercise areas were where dogs were left unattended, which was not the case in her exercise areas. Mr. Moore asked if the change was approved, would it allow dogs to be left unattended. Ms. Deese referred to Dr. Hall's request for fully enclosed kennels with no outside runs and exercise areas are permitted. She explained there are scenarios where there are no outside runs, but the animals could go outside unsupervised, which was not Dr. Hall's intent. Mr. Monk asked if the Board had the authority to limit the number of animals allowed within a square footage. Ms. Deese advised the Board could include in the recommendation to City Council added conditions amending Dr. Hall's request. She clarified that the amendment takes it out of a Conditional Use Permit and makes it a standalone by right use. Chairman Ritz emphasized Conditional Use historically was used as a check and balance. Ms. Deese pointed out limiting the number of animals would be a challenge to enforce. Dr. Hall emphasized she wanted to operate her business as the City gave her permission to ten years ago.

Ms. Campbell asked if the amendment did not go forward and the doctor had one year to satisfy this issue, how would that impact her business. Dr. Hall advised she would not operate a boarding facility where the animals could not go outside. For clarification, Ms. Deese stated during the discussions with Code Enforcement, they felt it would be unreasonable to think that a medical facility for animals could not allow the dogs to go out and relieve themselves, but when the evidence was compiled along with the website video with the five times a day, it clearly was more than relieving themselves. Dr. Hall advised she wished she had clarified "no exercise yards where animals are left unattended" on her original plans. Ms. Campbell advised it would be a terrible loss for this portion of Pensacola to lose Dr. Hall, and asked could there be some sort of buildout for the exercise pad. Dr. Hall explained they incorporated vegetation and astro turf as well as 9' fencing.

Mr. Monk pointed out with the evolution of cities and small towns, we were going to see more small

businesses in isolated parts of the community so people do not have to drive great distances for these services. He personally did not want to live in a community where his children were playing the backyard and someone would call in a complaint on them or his dogs. More small business were going to creep into historic neighborhoods, and this natural evolution is where we're going as a community; There will be some discomfort, but that is the reality of living in a city.

Mr. Larson asked Dr. Hall if she was going to solve the problem before the Board involving multiple dogs, supervised or unsupervised, because he was not comfortable with just saying "exercise areas." Dr. Hall advised she liked the term "no exercise areas where dogs are left unattended." She explained they had play groups with 6 to 8 dogs maximum, and if they were loud, they returned to the inside. However, she was fine with whatever the Board approved. **Mr. Monk made a motion to support with an edit that it read "allows animal hospitals, veterinary clinics and pet resorts within the district by right with fully enclosed kennels, no unsupervised outside runs or exercise areas permitted with a limitation of 5 animals in the area."** The motion was seconded by Mr. Larson. For clarification, Mr. Larson stated with this change, a Conditional Use Permit would no longer be required in C-1. Ms. Deese explained this amendment was specifically for 12-2-10 Old East Hill Preservation District; C-1 still has the language which does not permit exercise areas, and you would be opening up to the entire city if you modified C-1. This is specific to Old East Hill, taking out the Conditional Use Permit requirement. **Ms. Deese clarified Dr. Hall's proposal stated "with no outside runs." Was the Board meaning "no unsupervised outside runs" and thus allow "outside runs" or add "unsupervised" to the exercise areas, and Mr. Monk verified adding "unsupervised" to the exercise areas only. The amendment was accepted by Mr. Larson. For further clarification Mr. Moore stated in OEHPD exercise areas would be allowed, but the language would state they would go out in groups of 5 or fewer supervised. There were no outside runs and the amendment was by right with no Conditional Use. The motion then carried 4 to 1 with Mr. Moore dissenting.** Ms. Deese reminded the audience that this amendment was a recommendation which would proceed to the City Council on May 10, 2018 at 5:30 pm.

Open Forum – None

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 3:34 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Brandi C. Deese', with a long horizontal line extending to the right.

Brandi C. Deese
Secretary to the Board

PLANNING/CITY OF PEN/LEGAL AD
180 W GOVERNMENT ST

PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL
PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared ,
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

NOTICE OF PUBLIC HEARING

as published in said newspaper in the issue(s) of:

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

Sworn to and Subscribed before me this 31th of August
2018, by who is personally known to me

Affiant

Publication Cost: \$10.50
Ad No: 0003062817
Customer No: PNJ-24384500

NOTICE OF PUBLIC HEARING
On Thursday, August 9, 2018 at 5:30 p.m. in the Council Chambers of City Hall, 222 West Main Street, the Pensacola City Council will conduct public hearings to consider the following:
PUBLIC HEARING (Continued from July 19, 2018 Public Hearing):
** REVISED TO CONDITIONAL USE AT REQUEST OF CITY COUNCIL at July Public Hearing ** Request to Amend the Land Development Code – Section 12-2-10 – Historic and Preservation Land Use District – Request to Allow Animal Hospitals, Veterinary Clinics and Pet Resorts as a Conditional Use in the Old East Hill Commercial Districts.
You are not required to respond or take any action regarding this notice; but if you wish to speak before the City Council on this subject, you are invited to be present at the scheduled hearing.
If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceedings, and that for such purpose, he/she 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.
For additional information on this matter, please call Planning Services at (850) 435-1670.
By direction of the City Council.
Ericka L. Burnett City Clerk
Legal No.3062817, July 30, 2018



CITY CLERK'S OFFICE/LEGAL ADS
3RD FLOOR, 222 WEST MAIN STREET
222 W MAIN ST

32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared , 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

NOTICE OF PROPOSED ORDINA

as published in said newspaper in the issue(s) of:

09/03/18

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

Sworn to and Subscribed before me this 4th of September 2018, by who is personally known to me

Affiant

Notary Public for the State of Florida
My Commission expires

Publication Cost: \$214.66
Ad No: 0003133081
Customer No: PNJ-25615500

NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance Nos. 11-18, 16-18, and 20-18 were presented to the City Council of the City of Pensacola for first reading on Thursday, August 9, 2018 and will be presented for final reading and adoption on Thursday, September 13, 2018 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

The title(s) of the proposed ordinance(s) are as follows:

P.O. #11-18:
AN ORDINANCE AMENDING SECTION 12-2-10 (C)(4)(b) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE HISTORIC AND PRESERVATION LAND USE DISTRICT OLD EAST HILL PRESERVATION ZONING DISTRICT CONDITIONAL USES PERMITTED; OEHC-1 NEIGHBORHOOD COMMERCIAL DISTRICT PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

P.O. #16-18:
AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASED SANITATION FEES AND SANITATION EQUIPMENT SURCHARGE PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

P.O. #20-18:
AN ORDINANCE AMENDING SECTION 10-4-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ENTITLED "SCHEDULE OF RATES AND CHARGES" PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

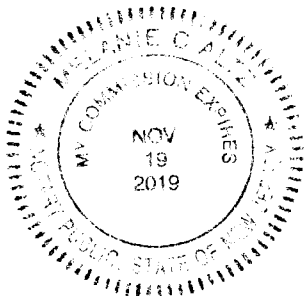
A copy of proposed ordinances may be inspected by the public in the City Clerk's office, located on the 3rd Floor of City Hall, 222 West Main Street, Pensacola, Florida, or on-line on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

CITY OF PENSACOLA, FLORIDA
By: Ericka L. Burnett, City Clerk

Legal No. 3133081 September 3, 2018





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-18

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 16-18 - AMENDMENT TO SECTION 4-3-97, SANITATION COLLECTION FEE AND EQUIPMENT SURCHARGE

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 16-18 on second reading.

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION FEES AND SANITATION EQUIPMENT SURCHARGE; 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) for the twelve month period ending March 31st of the current year. The CPI for that period was +2.4% which amounts to an increase of fifty-eight cents and would set the new rate at \$24.64 per month. This increase would allow for full funding of the Sanitation Services operation as budgeted in the FY 2019 Proposed Budget.

Additionally, 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 to take effect on October 1, 2018. Beginning October 1, 2019 and each October 1 thereafter, this surcharge will be adjusted based on changes in the CPI as previously described.

PRIOR ACTION:

May 11, 2017 - City Council adopted Ordinance No. 10-17 adjusting the monthly sanitation rate to \$24.06 and implementation of the sanitation equipment surcharge.

August 9, 2018 - City Council voted to approve Ordinance No. 16-18 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the proposed ordinance would set the sanitation rate at \$24.64 per month, a 58¢ per month increase and would set the sanitation equipment surcharge at \$2.00 per month, a \$1.00 per month increase, effective October 1, 2018 upon adoption on second reading. The increase in the sanitation rate is projected to generate an additional \$101,400 annually in additional Residential Refuse Container Charges and the sanitation equipment surcharge is projected to generate an additional \$235,400 annually for capital equipment expenditures both of which have been incorporated in the FY 2019 Proposed Budget.

CITY ATTORNEY REVIEW: Yes

7/23/2018

STAFF CONTACT:

Keith Wilkins, City Administrator

Richard Barker, Jr., Chief Financial Officer

Doug Resmondo, Acting Sanitation Services and Fleet Management Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 16-18

PRESENTATION: No

PROPOSED
ORDINANCE NO. 16-18

ORDINANCE NO. _____

AN ORDINANCE TO BE
ENTITLED:

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA

SECTION 1. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-97. Fees and surcharges.

The following fees are hereby established for recycling, solid waste or refuse collection services by the city as may be amended from time to time by resolution of the city council:

- (1) *New accounts, transferred accounts, and resumption of terminated service:* Twenty dollars (\$20.00).
- (2) *Garbage, recycling and trash collection fee, per month:* Twenty four dollars and ~~six~~ sixty-four cents (~~\$24.06~~) (~~\$24.64~~). This fee shall be initially set on ~~June 1, 2017~~ October 1, 2018 and shall be automatically adjusted October 1, ~~2018-2019~~, and each October 1 thereafter 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) 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.

- (4) *Sanitation equipment surcharge:* ~~One~~ Two dollars ~~(\$1.00)~~ (\$2.00) per month. A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, shall be initially set on June 1, 2017 and shall be automatically increased to two dollars (\$2.00) per month on October 1, 2018. This surcharge shall be automatically adjusted October 1, 2019, and each October 1 thereafter 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.
- (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.
- (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.
- (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.
- (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.
- (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.
- (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 become effective at the beginning of the monthly October 2018 billing cycle.

Adopted: _____

Approved: _____

President of City Council

Attest:

City Clerk

CITY CLERK'S OFFICE/LEGAL ADS
3RD FLOOR, 222 WEST MAIN STREET
222 W MAIN ST

32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared , 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

NOTICE OF PROPOSED ORDINA

as published in said newspaper in the issue(s) of:

09/03/18

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

Sworn to and Subscribed before me this 4th of September 2018, by who is personally known to me

Affiant

Notary Public for the State of Florida
My Commission expires

Publication Cost: \$214.66
Ad No: 0003133081
Customer No: PNJ-25615500

NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance Nos. 11-18, 16-18, and 20-18 were presented to the City Council of the City of Pensacola for first reading on Thursday, August 9, 2018 and will be presented for final reading and adoption on Thursday, September 13, 2018 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

The title(s) of the proposed ordinance(s) are as follows:

P.O. #11-18:
AN ORDINANCE AMENDING SECTION 12-2-10 (C)(4)(b) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE HISTORIC AND PRESERVATION LAND USE DISTRICT, OLD EAST HILL PRESERVATION ZONING DISTRICT, CONDITIONAL USES PERMITTED; OEHC-1 NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

P.O. #16-18:
AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASED SANITATION FEES AND SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

P.O. #20-18:
AN ORDINANCE AMENDING SECTION 10-4-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ENTITLED "SCHEDULED RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

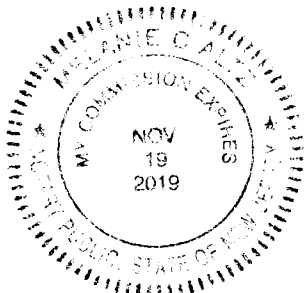
A copy of proposed ordinances may be inspected by the public in the City Clerk's office, located on the 3rd Floor of City Hall, 222 West Main Street, Pensacola, Florida, or on-line on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

CITY OF PENSACOLA, FLORIDA
By: Ericka L. Burnett, City Clerk

Legal No. 3133081 September 3, 2018





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-18

City Council

9/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 20-18, AMENDMENT TO SECTION 10-4-19 - SCHEDULE OF GAS RATES AND CHARGES

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 20-18 on second reading.

AN ORDINANCE AMENDING SECTION 10-4-19 OF THE CODE OF THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2007, City Council adopted a rate study that allowed for an annual inflation adjustment component to provide for funding to maintain the City's natural gas system. The fiscal year 2017 budget was prepared with no increase to the rates pending the final results of the rate study which was not implemented. The last Consumer Price Index (CPI) adjustment was in 2018 where rates were increased for CPI for both fiscal year 2017 and fiscal year 2018 of 0.90% and 2.40% respectively. The fiscal year 2019 budget has been prepared with an increase based on the CPI of 2.40%.

PRIOR ACTION:

September 14, 2017 - City Council adopted Ordinance No. 27-17 adjusting rates based upon changes in the CPI.

August 9, 2018 - City Council voted to approve Ordinance No. 20-18 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

The rate change has been incorporated in the Fiscal Year 2019 Budget.

CITY ATTORNEY REVIEW: Yes

7/25/2018

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Chief Financial Officer
Don J. Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 20-18

PRESENTATION: No

PROPOSED ORDINANCE
NO. 20-18

ORDINANCE NO. ____

AN ORDINANCE TO BE
ENTITLED:

AN ORDINANCE AMENDING SECTION 10-4-19 OF THE CODE OF
THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND
CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING
CLAUSE; PROVIDING AN EFFECTIVE DATE:

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA

SECTION 1. Section 10-4-19 of the Code of the City of Pensacola, Florida, is hereby amended to read:

Sec. 10-4-19. Schedule of rates and charges.

A. Subject to the provisions of subsection 1-1-1 (c), the charges and assessments set forth below shall be levied and assessed by the department of Pensacola Energy through the Mayor or the Chief Financial Officer for natural gas services provided by the city to consumers.

The charges for gas are segregated according to the following service classifications: residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside the city limits (GC-1, GC-2), interruptible industrial contract (GI-1, GI-2, GI-3, GI-4), City of Pensacola, almost firm service (GAF), flexible gas transportation (GTS, GPT, GIT, GVT), compressed natural gas service (CNG), and street or outdoor lighting.

B. Purchased gas adjustment (PGA)--Service classifications having a distribution charge stated in Mcfs shall have the price per Mcf adjusted by the amount of any increase or decrease in the cost of gas purchased for resale. Changes to the PGA will be effective at the beginning of a monthly billing cycle.

C. For the purpose of calculating the municipal public service tax, the city's cost of gas prior to October 1, 1973, was forty-five cents (\$0.45) per Mcf.

D. Weather normalization adjustment (WNA)--To adjust for fluctuations in consumption due to colder or warmer than normal weather during the months of October through March of the previous or current fiscal year, a WNA will be assessed on service classifications GR-1, GR-2, GC-1, GC-2, and GIT according to the following formula:

WNA	$\frac{R \times (HSF \times (NDD - ADD))}{(BL + (HSF \times ADD))}$
Where:	
WNA	= Weather normalization adjustment factor for each rate schedule classification expressed in cents per Mcf.
R	= Weighted average base rate of temperature sensitive sales for each included rate schedule.
HSF	= Heat sensitive factor for the appropriate rate schedule.
NDD	= Normal billing cycle heating degree.
ADD	= Actual billing cycle heating degree day.
BL	= Average base load sales for each billing cycle.

Normal degree days (NDD) shall be based on the most current National Oceanic and Atmospheric Administration (NOAA) thirty-year normal data. Actual degree days (ADD) shall be based on NOAA data.

- E. The Distribution Pipeline Infrastructure Cost Adjustment (DPICA) shall be adjusted annually, effective each October 1 by a percentage equal to the amount of Eligible Distribution Pipeline Infrastructure Costs divided by the total test year margin revenues associated with the Residential Gas inside and outside City limits (GR-1 and GR-2), Commercial Gas inside and outside City limits (GC-1, GC-2, and GIT), and Municipal operated building and facilities as shown for the 2012 Test Year shown in the most recent Cost of Service and Rate Design Study. Eligible Distribution Pipeline Infrastructure Costs include costs that meet all of the following conditions:
- (i) The principal purpose of the project is not to increase revenues by directly connecting the infrastructure replacement to new customers;
 - (ii) The project, or discrete portions thereof, are in service and used and useful;
 - (iii) The costs of the project are not included in the city's existing base rates;
 - (iv) The principal purpose of the project is to replace or extend the useful life of existing infrastructure, or otherwise enhance the infrastructure of city's physical plant; and
 - (v) City undertakes the project to comply with a valid statute, rule, regulation, order or ordinance, or other lawful requirement of a federal, state, or local governing or regulatory body having jurisdiction over pipeline integrity.

The percentage shall not exceed 10 percent of the non-gas operating expenses in the current fiscal year budget and will be applied to the rates used for each bill over the following 12 months.

- F. Distribution and customer charge rates shall be adjusted annually if approved by the

city council during budget sessions, effective each October based upon the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1 of the preceding year and ending March 31 of the current year. The applicable rates are residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside city limits (GC-1, GC-2), contract delivery, and municipal operated buildings and facilities.

- G. Tariff changes to pipeline transportation fees shall be assessed to each rate class upon implementation by the interstate or intrastate pipeline.
- H. Service charges shall include a customer charge and a distribution charge. The customer charge is a fixed monthly charge for having gas available and the distribution charge is a variable monthly charge based on consumption of gas.

Service charges are as follows:

(1) *Service classification: GR-1, residential gas service. (Within city limits of the City of Pensacola).*

(1a) *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.

(1b) *Customer charge.* Nine dollars and seventy-five ~~fifty-two~~ cents (\$9.75~~52~~) fixed monthly charge, plus

(1c) *Distribution charge.* Eight dollars and eighteen ~~Seven dollars and ninety-nine~~ cents (\$8.18~~7.99~~) per Mcf.

(2) *Service classification: GR-2, residential gas service. (Outside city limits of the City of Pensacola).*

(2a) *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.

(2b) *Customer charge.* Ten dollars and eighty-eight ~~sixty-three~~ cents (\$10.88~~63~~) fixed monthly charge, plus

(2c) *Distribution charge.* Ten dollars and twelve ~~Nine dollars and eighty-eight~~ cents (\$10.12~~9.88~~) per Mcf.

(3) *Service classification: GC-1, commercial service. (Within the city limits of the City of Pensacola).*

(3a) *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.

(3b) *Customer charge.* Seventeen dollars and twenty-five ~~Sixteen dollars and eighty-five~~ cents (\$17.25~~16.85~~) fixed monthly charge, plus

(3c) *Distribution charge.* Eight dollars and eighteen ~~Seven dollars and ninety-nine~~ cents (\$8.18~~7.99~~) per Mcf.

(4) *Service classification: GC-2 commercial service. (Outside the city limits of the City of Pensacola).*

(4a) *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.

(4b) *Customer charge.* Nineteen dollars and ~~sixty fourteen~~ cents (\$19.~~60~~14) fixed monthly charge, plus

(4c) *Distribution charge.* ~~Ten dollars and twelve~~ Nine dollars and eighty-eight cents (\$~~10.12~~9.88) per Mcf.

(5) *Service classification: GI-1, interruptible industrial contract service, small volume.*

(5a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(5b) *Contract volume.* Not less than twenty-five (25) Mcf per day.

(5c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(5d) *Distribution charge.* Two dollars and five cents (\$2.05) per Mcf.

(6) *Service classification: GI-2, interruptible industrial contract service, large volume.*

(6a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(6b) *Contract volume.* Not less than two hundred fifty (250) Mcf per day.

(6c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(6d) *Distribution charge.* One dollar and five cents (\$1.05) per Mcf.

(7) *Service classification: GI-3, interruptible industrial flexible contract service, large volume.*

(7a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based

on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(7b) *Contract volume.* Not less than five hundred (500) Mcf per day.

(7c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus,

(7d) *Distribution charge.* Rates to be negotiated.

(8) *Service classification: GI-4, interruptible transportation flexible contract service.*

(8a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(8b) *Contract volume.* Not less than one hundred (100) Mcf nor more than five hundred (500) Mcf per day.

(8c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(8d) *Distribution charge.* The GI-4 distribution charge shall consist of the following components:

1. The contracted cost of gas as it may vary from time to time, plus
2. The existing transportation rate on Pensacola Energy's distribution system as established under the annual pipeline transportation fees of One dollar and seventy-four cents ~~two dollars (\$1.742.00)~~ plus ninety-two cents (\$0.92) local transportation charge net per one (1) MMBTU/day transported for gas transportation service, plus
3. A seven cent (\$0.07) margin on the contracted cost of natural gas.

These three (3) components shall determine the monthly cost of any consumer in this class or rate times the number of MMBTUs used by the consumer.

(9) *Service classification: City of Pensacola.*

(9a) *Availability.* Available to all current municipally operated buildings and facilities, and current and former municipally operated utilities, and other uses as authorized by the Mayor. Measurement shall be by standard meter as normally used within Pensacola Energy.

(9b) *Customer charge.* Twenty-one dollars and seventy-seven ~~twenty-six~~ cents (\$21.77~~26~~) fixed monthly charge, plus

(9c) *Distribution charge.* Three dollars and eighteen ~~eleven~~ cents (\$3.18~~11~~) per Mcf.

(10) *Service classification: GTS, gas transportation service. (For large volume commercial/industrial consumers).*

(10a) *Availability.* Available to a consumer with sufficient resources for purchasing its own natural gas supplies and transporting it on the city's natural gas system to the consumer's facilities. Pensacola Energy will determine which gate station on Pensacola Energy's interstate pipeline transporter system has adequate capacity to receive the transportation request. There shall be a separate contract with each consumer for each service location which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year.

Consumers using this service must have adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary.

(10b) *Contract volume.* Transportation volumes not less than two hundred (200) MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

(10c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(10d) *Distribution charge.* Rates to be negotiated.

An additional \$0.0475/MMBTU shall be added to cover administrative, maintenance, and monitoring costs for the transportation distribution on a daily basis. The consumer must notify Pensacola Energy a minimum of five (5) working days prior to the beginning of each month and identify the volume of the third party gas to be transported on the Pensacola Energy system during that month.

(11) *Service classification: GPT, gas purchased transportation service. (For large volume commercial/industrial consumers).*

(11a) *Availability.* Available to a consumer using the city's natural gas service. There shall be a separate contract with each consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(11b) *Contract volume.* Transportation volumes not less than two hundred (200) MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

(11c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(11d) *Distribution charge.* Rates to be negotiated.

A seven cent (\$0.07) margin on the contracted cost of natural gas.

(12) *Service classification: GAF, almost firm service.*

(12a) *Availability.* Available to any consumer using the city's natural gas service. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy.

Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(12b) *Contract volume.* Not less than seventy-five (75) Mcf per day.

(12c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(12d) *Distribution charge.* One dollar and seventy-four cents (\$1.74) for annual pipeline transportation fees plus ninety-two cents (\$0.92) local transportation charge net per one (1) MMBTU/day transported for gas transportation service, plus

A seven cent (\$0.07) margin on the contracted cost of natural gas.

(13) *Service classification: GIT, flexible gas transportation service.*

(13a) *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(13b) *Customer charge.* Nineteen dollars and ~~sixty four~~ sixty four cents (\$19.~~60~~14) fixed monthly charge, plus

(13c) *Distribution charge.* Rates to be negotiated.

(14) *Service Classification: CNG, Compressed Natural Gas Service.*

(14a) *Availability.* Available to any commercial or industrial customer utilizing natural gas for compressed natural gas refueling facilities. Service under this rate classification shall be governed by individual contracts with consumer. Such contract will be executed by the Mayor, based on the recommendations of the Director of Pensacola Energy. Contracts for this service must be fore not less than one year. All consumers under this rate are subject to the terms of the contract.

(14b) *Distribution charge.* Rates to be negotiated.

(15) *Service classification: GVT, flexible governmental industrial transportation service.*

(15a) *Availability.* Available to all governmental industrial transportation customers utilizing the city's gas services. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this service must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(15b) *Contract volume.* Transportation volumes not less than two hundred fifty (250) MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

(15c) *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

(15d) *distribution charge.* Seventy cents (\$0.70) per MMBTU.

(16) *Service classification: Street or Outdoor Lighting.*

(16a) *Availability.* Available to firm residential or commercial customers for continuous street, outdoor lighting, or communications power supply.

(16b) *Monthly Rate.*

Communications power supply flat rate	\$10.85
Gas lights small, up to 2.36 cu. ft. per hour	\$10.85
Gas lights medium, up to 3.48 cu. ft. per hour	\$15.95
Gas lights large, up to 4.86 cu. ft. per hour	\$22.33

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 become effective at the beginning of the monthly October 2018 ~~2017~~ billing cycle.

Passed: _____

Approved: _____

President of City Council

Attest:

City Clerk

CITY CLERK'S OFFICE/LEGAL ADS
3RD FLOOR, 222 WEST MAIN STREET
222 W MAIN ST

32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared , 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

NOTICE OF PROPOSED ORDINA

as published in said newspaper in the issue(s) of:

09/03/18

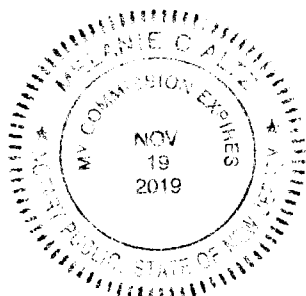
Affiant further says that the said Pensacola News Journal is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida,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

Sworn to and Subscribed before me this 4th of September 2018, by who is personally known to me

Affiant

Notary Public for the State of Florida
My Commission expires

Publication Cost: \$214.66
Ad No: 0003133081
Customer No: PNJ-25615500



NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance Nos. 11-18, 16-18, and 20-18 were presented to the City Council of the City of Pensacola for first reading on Thursday, August 9, 2018 and will be presented for final reading and adoption on Thursday, September 13, 2018 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

The title(s) of the proposed ordinance(s) are as follows:

P.O. #11-18:

AN ORDINANCE AMENDING SECTION 12-2-10 (C)(4)(b) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE HISTORIC AND PRESERVATION LAND USE DISTRICT, OLD EAST HILL PRESERVATION ZONING DISTRICT, CONDITIONAL USES PERMITTED; OEHC-1 NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

P.O. #16-18:

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

P.O. #20-18:

AN ORDINANCE AMENDING SECTION 10-4-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ENTITLED "SCHEDULE OF RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

A copy of proposed ordinances may be inspected by the public in the City Clerk's office, located on the 3rd Floor of City Hall, 222 West Main Street, Pensacola, Florida, or on-line on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

CITY OF PENSACOLA, FLORIDA

By: Ericka L. Burnett, City Clerk

Legal No. 3133081 September 3, 2018



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00343

City Council

9/13/2018

DISCUSSION ITEM

FROM: City Council Vice President Sherri F. Myers

SUBJECT:

BOARDS, COMMISSIONS AND AUTHORITIES

SUMMARY:

Recently actions were taken by a City Council authorized Committee which raised questions as to the Committee's authority to take such action minus authorization from the City Council.

This item seeks discussion regarding such actions and/or the need to clarify language regarding Boards, Commission and Authorities and their role/reporting requirements.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00352

City Council

9/13/2018

DISCUSSION ITEM

FROM: City Council Member Brian Spencer

SUBJECT:

HISTORIC BUILDING DEMOLITION REVIEW

SUMMARY:

Currently the Land Development Code (LDC) only affords an application and review process for the issuance of demolition permits for those areas within a historic district or other similarly designated area requiring such review. Given the steep history throughout the City of Pensacola, a desire exists to provide a review process citywide regarding the issuance of demolition permits for historic structures as defined in the LDC.

This item encourages further discussion of this matter.

PRIOR ACTION:

July 14, 2016 - City Council referred to Planning Board for their review and recommendation a Historic Building Demolition Review Ordinance.

August through November, 2016 - Planning Board discussed at regular meetings as well as workshops to provide a proposed amendment to the Land Development Code

September 15, 2016 - Ordinance No. 27-16 imposing a temporary moratorium on the issuance of demolition permits for Historic Structures passed on 2nd reading.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00032

City Council

9/13/2018

SUBJECT:

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

Monthly Financial Review



August, 2018





Revenues

August, 2018

- General Fund

- Six Months Collected

- Franchise Fee & Public Service Tax + 5.49%
 - Half-Cent Sales Tax + 8.35%
 - Communication Services Tax + 4.09%

- Seven Months Collected

- Municipal Revenue Sharing + 2.13%





Other Funds

August, 2018

- **Local Option Sales Tax** **+ 8.84%**
- **Local Option Gas Tax** **+ 0.11%**
- Tree Planting Trust Fund \$390,971
- Housing Initiatives Fund
 - City \$146,374
 - CRA \$440,000





Contracts/Expenditures Over \$25,000 Approved By Mayor 08/01/18 – 08/31/18

•Contract Renewals/Extensions

•**Caldwell Associates Architects, Inc.**

- A&E Services for Bayview Community Resource Center Addendum #1– Parks & Recreation
- SBE – No
- Purchase Method – Addendum #1 to Existing Contract Containing Soft Cost Breakdown & Authorization of the Acceptance of the Additional Architectural and Engineering Services as Approved by City Council on 08/09/18
- \$574,952
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 08/01/18 – 08/31/18

•Quotations & Direct Negotiations

•Big Orange Ent., LLC dba Escape Landscaping & Lawn Care

- Zone 2 & 3 Landscape Maintenance– Parks & Recreation
- SBE – No
- Purchase Method – Quote
- \$35,144
- Budgeted – Yes

•Consolidated Pipe & Supply

- Warehouse: Polyethylene Pipe– Pensacola Energy
- SBE – No
- Purchase Method – Continuing Contract Services under ITB 16-040
Three (3) Year Contract for Polyethylene Pipe, Fitting, Valves, Risers, Couplings, Valve Boxes and Gas Utility Markers
- \$41,650
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 08/01/18 – 08/31/18

•Quotations & Direct Negotiations

•**Consolidated Pipe & Supply**

- Warehouse: Polyethylene Pipe and Tapping Tee Fitting– Pensacola Energy
- SBE – No
- Purchase Method – Continuing Contract Services under ITB 16-040 Three (3) Year Contract for Polyethylene Pipe, Fitting, Valves, Risers, Couplings, Valve Boxes and Gas Utility Markers
- \$48,710
- Budgeted – Yes
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 08/01/18 – 08/31/18

•Quotations & Direct Negotiations

•**Florida Institute for Human & Machine Cognition, Inc.**

- PPD Drone Program to include Drone, Assembly and Testing– Police
- SBE – No
- Purchase Method – Sole Source
- \$41,890
- Budgeted – Yes

•**Gulf Beach Construction**

- 2018 Sidewalk Project Phase I– Engineering
- SBE – Yes
- Purchase Method – Quote
- \$73,900
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 08/01/18 – 08/31/18

•Quotations & Direct Negotiations

•**Mott MacDonald Florida**

- Fricker Center Feasibility Study– Parks & Recreation
- SBE – No
- Purchase Method – Continuing Contract Services under 15-038, Professional Engineering Services
- \$31,962
- Budgeted – Yes

•**Mott MacDonald Florida**

- Second Floor Design and Floor Replacement– Airport
- SBE – No
- Purchase Method – Continuing Contract Services under RFQ17-022, Master contract for Architectural and Engineering Services for Airport Improvements
- \$51,350
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 08/01/18 – 08/31/18

•Quotations & Direct Negotiations

•Stuart C Irby Inc.

- LED Cobra Head Light Fixtures– Public Works
- SBE – No
- Purchase Method – Quote
- \$50,556
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 08/01/18 – 08/31/18

•State, Federal or Other Buying Contracts

•**Dataworks Plus, LLC**

- Rapid ID - Falcon Edge Device with Scanner – Police
- SBE – No
- Purchase Method – Florida State contract #: FDLE-020-16
- \$42,041
- Budgeted – Yes

•**Playcore Wisconsin, Inc.**

- Sanders Beach Playground Safety Surface– Parks & Recreation
- SBE – No
- Purchase Method – U.S. Communities contract #: 2017001134
- \$63,646
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 08/01/18 – 08/31/18

•State, Federal or Other Buying Contracts

•**Ten-8 Fire Equipment, Inc.**

- Thermal Imaging Cameras with Accessories– Fire
- SBE – No
- Purchase Method – Lake County, Florida contract #: 17-0606L
- \$33,316
- Budgeted – Yes



Monthly Financial Review



August, 2018





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00328

City Council

9/13/2018

SUBJECT:

QUARTERLY FINANCIAL REPORT - NINE MONTHS ENDING JUNE 30, 2018 - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

**FINANCIAL REPORT
NINE MONTHS ENDING JUNE 30, 2018**

These statements are unaudited and are not the official financial statements of the City but rather are a review of the progress to date each quarter as it relates to the budget. The official financial statements of the City are included in the Comprehensive Annual Financial Report (CAFR) and will be presented to the City Council in the first quarter of each calendar year following the end of each fiscal year (September 30th).

Attached are financial schedules setting forth the status of the major General Government, Special Revenue, Capital Projects and Proprietary Funds for the City of Pensacola for the nine months ended June 30, 2018. The financial schedules compare actual results for the nine-month period against the City's budget and against comparable percentages of a year ago. Such comparisons are useful in projecting potential problem areas, allowing management to take early corrective action. The City's debt service and investment schedules are also attached for Council's review.

As previously reported to Council, growth in the economy continues. Half-Cent Sales Tax, Local Option Sales Tax (PFP) and Ad Valorem revenues continue to show growth. While these positive indicators continue, both revenues and expenditures continue to be closely monitored to assure a balanced budget. Expenditures in total are in line with budgeted projections. Significant variances from the current approved budget are noted in the individual fund narrative below.

The Investment Section of this financial report provides a comparison of interest rates for FY 2016 to FY 2018.

The Legal Services and Fees of this financial report provides a listing of legal services and fees paid through the third quarter of FY 2018.

General Fund:

In total, General Fund revenues exceeded budget for the third quarter. However, as mentioned in previous quarterly reports, this is mainly attributed to Property Tax, Local Business Tax and the transfer in from Pensacola Energy. The majority of these revenues have been received for the fiscal year. Additionally State Street Light Maintenance and Traffic Signal Revenue have exceeded budget and is a result of the contractual agreement between the City of Pensacola and the State of Florida. Franchise Fees and Public Service Tax revenues exceeded budget by \$628,700 or 6.01%. Half-cent Sales Tax exceeded budget by \$220,800 or 7.72%, the Communication Services Tax exceed budget by \$90,700 or 4.68%, and Municipal Revenue Sharing revenue exceeded budget by \$34,300 or 2.03%.

Revenue from the Escambia County School Board for the School Resource Officer (SRO) Program is anticipated to be \$22,000 below budget by fiscal year end. In prior years, quarterly billings were based on ¼ costs of the entire SRO budget. Under the current agreement between the City and the School Board, the quarterly billings are based on the actual payroll costs incurred during the school year and billed separately for summer school.

In total, revenues are projected to meet or exceed budget by fiscal year end. Staff continues to monitor all revenue sources and expenditures and take appropriate actions as necessary in order to assure a balanced budget.

The transfer from the General Fund to the Stormwater Capital Projects Fund is below budget. In accordance with City Council's Financial Planning and Administration Policy, a transfer to the Stormwater Capital Projects Fund in an amount equal to the revenue fee collection in the Stormwater Utility Fund is required. An adjustment has been included in a supplemental budget resolution that is being presented to City Council which will decrease the appropriation for this transfer.

As previously reported, the funding for the Bay Area Resource Council (BARC) was shifted from Non- Departmental Agency funding to City Council's budget as it was determined these were actually dues to be a part of this organization, rather than a contribution.

Expenditures in total were within budget through the third quarter. All General Fund capital equipment has been funded in the Local Option Sales Tax and the only savings that can be realized are in operating expenses and personal services.

Tree Planting Trust Fund

The Tree Planting Trust Fund revenue and expenditures are recorded in the General Fund. For the third quarter, the "Tree Planting Trust Fund" account contributions plus interest income equaled \$3,000 and there were no expenditures or encumbrances. During the September 14, 2017 Tentative Public Hearing to approve the FY 2018 Budget, City Council voted to move \$300,000 within the Tree Planting Trust Funds from various projects to a reserved account in order to allow for a full review of Tree Planting Fund expenditures. To date no review has been scheduled by City Council.

The unencumbered balance in the "Tree Planting Trust Fund" at the end of the third quarter was \$388,567.

Housing Initiatives Fund/Inner City Housing Initiatives Fund

As stated in the second quarter, City Council authorized the establishment of an assigned Fund Balance which would be used for the Housing Initiatives Fund, dedicated to receiving specified funds to supplement existing and future adopted Housing Program Initiatives. This initiative moves City-owned surplus properties back into productive use through the development and sale of surplus properties. The proceeds from those sales can be dedicated to expanding existing homeowner assistance programs. These funds have been recorded in the General Fund as the "Housing Initiatives Fund". In FY 2017, City Council allocated \$440,000 from the General Fund's portion of the sale of 16 South Palafox to be designated to the Housing Initiatives Fund specifically for use in the Pensacola Inner City Community Redevelopment Area. These funds have been designated separately from the "Housing Initiatives Fund" and are recorded as the "Inner City Housing Initiatives Fund".

For the third quarter of FY 2018 the "Housing Initiatives Fund" account contributions equaled \$251,500 and the expenditures totaled \$90,100. The total balance in the "Housing Initiatives Fund" at the end of the third quarter was \$161,374.

There were no contributions nor expenditures in the "Inner City Housing Initiatives Fund" during the first nine months. The total balance in the "Inner City Housing Initiatives Fund" at the end of the third quarter was \$440,000.

Local Option Gasoline Tax Fund:

Local Option Gasoline Tax revenue were even with the budgeted levels through the third quarter of FY 2018. During FY 2017 there was an appeal by the City concerning the calculation for the distribution of funds between the City of Pensacola and Escambia County. These funds were held in escrow by the Escambia County Clerk of Court until such time that there was either a settlement agreement or a final decision on the City's appeal. A settlement agreement was reached between the City and the County dated April 6, 2017 and the funds held in escrow were released and were received by the City on May 1, 2017. Fund expenditures will not exceed budget for the fiscal year.

Stormwater Utility Fund:

Total utility fee revenue of \$2,720,317 represents 98.21% of budgeted revenue for the fiscal year. Fund expenditures are consistent with budget for the third quarter.

Stormwater Utility Fee revenues exceeded budget due to the collections occurring during the first part of the fiscal year. However, now that all revenues for Stormwater have been received it now appears they will not meet the budgeted level. There are several parcels on the Airport property that have been determined to be exempt, therefore, fees for those parcels will not be remitted. Additionally, during FY 2017 the Escambia County Tax Collector increased the fee to collect the special assessment from 1% to 2% reducing the amount remitted to the City.

As previously reported to City Council, the revenue for the State Right of Way Maintenance will not meet the current budgeted level of \$289,500 due to the election by the State to not have additional sweeping during the construction of the Pensacola Bay Bridge. Adjustments will be made on the September supplemental budget resolution presented to City Council to address these two revenue reductions.

Municipal Golf Course Fund:

Golf Course expenditures (including total City sponsored pension costs) exceeded revenues by \$222,300 before the General Fund subsidy of \$165,000 through the third quarter. When compared to FY 2017, revenue for this fiscal year is \$24,000 below prior year revenues through the third quarter. As previously reported, the decrease in revenues is mainly due to the extreme weather during FY 2018, which canceled two tournaments and reduced rounds of play.

Through the third quarter of FY 2017, 16,017 rounds were played with 3,971 driving range usage. This fiscal year 15,174 rounds were played with 4,829 driving range usage, a decrease of 843 rounds and an increase of 858 driving range usage. Staff continues to advertise the golf course through local media outlets as well as keeping the golf course's website updated. Staff also continues to monitor revenues and implement various marketing strategies as appropriate. As previously reported to City Council, the CoverShots Mobile Canopy purchased in December 2016 makes Osceola the only public course in Northwest Florida with a covered driving range offering shade and/or rain protection to the range users.

Concession payments from Fusion Grill, are current through the third quarter of FY 2018.

Expenditures at the Golf Course are consistent with the adopted FY 2018 budget.

Inspection Services Fund:

In total, revenues exceeded expenditures (including total City sponsored pension costs) by \$82,200. When compared to FY 2017, revenue for this fiscal year is \$118,600 below prior revenues through the third quarter. The shortage of skilled labor coupled with the rejuvenation of construction starts have driven up the average cost of new construction. Owners and developers appear to be delaying new construction projects in hopes that the cost will eventually decline.

Expenditures for the remainder of the year are anticipated to be within budgeted levels by fiscal year end.

Roger Scott Tennis Center:

Roger Scott Tennis Center expenditures exceeded revenues by \$42,200 through the third quarter. When compared to FY 2017, revenue for this fiscal year is \$45,400 below prior revenues through the third quarter.

On November 9, 2017 the City Council awarded a contract for the operation and management of the Roger Scott Tennis Center to Gulf Coast Tennis Group, LLC which began operations in January 2018. As a part of the contract, the City receives a minimum annual guarantee revenue of \$125,000. This is estimated to fund the City's cost of operations as outlined in the RFP. Adjustments will be included on the September supplemental budget resolution to address this change.

Following is a comparison of the activity at Roger Scott Tennis Center between the third quarter for FY's 2017 and 2018.

	<u>3RD QTR FY 2017</u>	<u>3RD QTR FY 2018</u>	<u>DIFF</u>
Daily Participants			
Hard Courts	1,103	1,507	404
All Courts (Includes Clay Courts)	2,191	2,900	709
Sub-Total	<u>3,294</u>	<u>4,407</u>	<u>1,113</u>
Playing Members	19,702	17,807	(1,895)
Sub-Total	<u>22,996</u>	<u>22,214</u>	<u>(782)</u>
Instructional Students	6,641	14,606	7,965
Rentals/Special Events/Programs	9,120	10,556	1,436
Total Players	<u>38,757</u>	<u>47,376</u>	<u>8,619</u>

Community Maritime Park Management Services Fund:

In May 2017, the New Market Tax Credit (NMTC) financing structure that funded the public improvements at the Community Maritime Park was completed. In June 2017, the Community Maritime Park Associates, Inc. (CMPA) was dissolved and the Management Services Agreement and the Employee Leasing Agreement between the City and CMPA was terminated. The assets and liabilities, as well as, the operation and maintenance of the Community Maritime Park were transferred to the City. Therefore, FY

2018 is the first full year of operations by the City whereby all revenue and expenditures of the Community Maritime Park are reflected in the Community Maritime Park Management Services Fund.

In total, revenues and appropriated fund balance exceeded expenditures by \$22,800. The majority of the revenues will be received or accrued for the Community Maritime Park in the fourth quarter of the fiscal year. Expenditures were consistent with budget.

Local Option Sales Tax Fund:

Third quarter revenues exceeded budget by \$434,700 or 8.50%. Expenditures in total were consistent with budget for the third quarter.

All bond eligible expenses have been accounted for separately. An extension of the Local Option Sales Tax was approved in November 2014 and began January 1, 2018. It will expire on December 31, 2028. This is the fourth series of the Local Option Sales Tax. However on October 18, 2017, the City issued the \$25 million Infrastructure Sales Surtax Revenue bond, Series 2017 in order to fund projects identified in the LOST IV Plan.

Local Option Gasoline Tax (LOGT) Series 2016 Project Fund:

The LOGT Series 2016 Project Fund provides funding for a three phase program to accelerate street rehabilitation that would normally be completed over a ten year period. On July 14, 2016 City Council approved financing for the street rehabilitation improvements. Prior year expenditures through the third quarter represent the first phase of this plan. Phase II and Phase III of the street rehabilitation project were switched to accommodate Pensacola Energy's Gas Pipeline Replacement project schedule in order to minimize potential infrastructure conflicts and allow for timely replacement of the gas lines. Expenditures through the third quarter of FY 2018 represents the third phase of this plan. The proposed project list for Phase II was approved by City Council at the December 2017 Council Meeting and contracts were awarded at the February 2018 City Council Meeting. The majority of the funding for Phase II will come from the Local Option Sales Tax Fund.

Stormwater Capital Projects Fund:

The \$2,726,600 transfer from the General Fund to the Stormwater Capital Projects Fund equaled the revenue fee collection in the Stormwater Utility Fund. Third quarter expenditures were within budget. As previously mentioned, Stormwater Utility Fee revenues will not meet budget which will affect the transfer from the General Fund to Stormwater Capital Projects Fund.

Gas Utility Fund:

Appropriated fund balance in the amount of \$3,542,600 and operating revenue exceeded gas operating expenses and encumbrances (including total City sponsored pension costs) by \$3,938,800 for the third quarter.

Third quarter FY 2018 revenues were \$5,084,300 above prior year revenues through third quarter. This is mainly due to the colder winter this year as well as the colder temperatures experienced during the early spring. Current projected revenues for FY 2018 are anticipated to be within budgeted level.

Pensacola Energy has included 10¢ in the Purchase Gas Adjustment (PGA) calculation to restore the Pensacola Energy reserve. By the end of Fiscal Year 2017 that reserve was down by \$3.94 million, based on the reserve requirements recommended by Black & Veatch in the FYE 2012 Gas System Annual Report. At the end of June, 2018, the additional \$0.10 per Ccf collected has amounted to \$1,439,402 which is included in the aforementioned revenue. This recovery of reserve is a multi-year endeavor to recoup the shortfall experienced in prior years.

As reflected in the rate study and in accordance with the plan that Pensacola Energy submitted to the State Public Service Commission for the replacement of cast iron and steel pipes, the Infrastructure Cost Recovery began in FY 2013. This fee is charged for expenses that were made in the prior fiscal year. For the third quarter of FY 2018, \$2,990,474 has been received from Infrastructure Cost Recovery Revenue.

In total, expenses for the Gas Utility Fund were consistent with budget for the third quarter.

All bond eligible gas construction and infrastructure expenses have been accounted for separately.

Sanitation Fund:

In total, the appropriated fund balance in the amount of \$1,111,000 and operating revenue exceeded expenses and encumbrances (including total City sponsored pension costs) by \$194,800 for the third quarter. Sanitation Fund revenues for FY 2018 were \$389,300 above the FY 2017 revenues for the same time period.

In total, third quarter Sanitation expenses were consistent with budget.

Port Fund:

Third quarter Port appropriated fund balance of \$241,900 and operating revenues were below operating expenses and encumbrances (including total City sponsored pension costs) by \$231,300. Operating revenues for FY 2018 were \$34,100 below the FY 2017 operating revenues for the same time period. The majority of this decrease is due to a decrease Property Rental, Wharfage, and Dockage revenue. The decline in Property Rental revenue is due to the early termination of the Offshore Inland lease for the DeepFlex facility location. The decrease in Wharfage and Dockage is the result of fewer vessel dockage days being logged through the third quarter of FY 2018 as compared to the same time period in FY 2017. This is primarily attributable to the depressed state of the offshore oil & gas industry resulting in the vessels supporting that industry not requiring lengthy port stays for project mobilization, demobilization or vessel maintenance work.

As previously mentioned, at the end of FY 2017 Port expenditures exceeded Port revenue by \$721,400 leaving a Port reserve balance of \$370,773. Should this pattern continue for FY 2018, it is estimated that the Port would be short by \$330,000 after depleting the reserves. The Port's financial position will continue to be monitored.

Port expenses, in total are below budget and were \$193,500 less than FY 2017 expenses for the same time period. With the revenue fluctuations experienced in recent years, staff continues to operate at minimal costs in order to meet revenues.

All Port lease payments have been paid and are current. The lease payments due from Offshore Inland Marine are current. However, dockage and other vessel fees, which Offshore Inland recovers from each customer then remits to the Port, continue to be slower to pay. Currently this account has an outstanding balance of \$450,020.30 which is detailed below. Included in this amount is \$363,000 which was recorded as an allowance for doubtful accounts at the end of FY 2017. This transaction is part of the accounting procedure, however the funds are still due and payable.

	3rd Quarter	2nd Quarter	Difference
Current	\$ 12,020.30	12,738.55	(718.25)
30 - 59 Days	-	-	-
60 - 89 Days	-	-	-
90 - 119 Days	-	-	-
Over 120 Days	438,000.00	488,000.00	(50,000.00)
Total	<u>\$ 450,020.30</u>	<u>500,738.55</u>	<u>(50,718.25)</u>

Offshore Inland's past-due balance of \$438,000 is being addressed via the establishment of a payment plan incorporated into an amendment to the tenant's lease which City Council approved at its May 2017 regular meeting. The amendment to the tenant's lease authorizes them to continue monthly installment payments of \$10,000 until full repayment of the debt has been made. This balance includes \$363,000 in invoices that are being held in abeyance pending construction of an overhead crane facility in Port Warehouse #1 and final reconciliation of project-related grant expenses, including expenses incurred by Offshore Inland. A process for final settlement of those funds was also included in the lease amendment.

Airport Fund:

Appropriated fund balance of \$5.6 million and operating revenues exceeded expenses and encumbrances (including total City sponsored pension costs) by \$7.0 million for the third quarter. By fiscal year end revenues are projected to meet expenses.

When compared to FY 2017 through the third quarter, passenger traffic at Pensacola International Airport has increased by 19.34%. For the three months that comprised the third quarter of FY 2018 (April, May and June), the number of passengers increased by 12.83% over the same period in FY 2017. The increase is due, in part, to improved air service and general economic conditions.

Overall Airport operating revenues were \$1,246,600 above the FY 2017 operating revenue for the same time period. Airline Revenues were \$36,300 above the prior fiscal year and Non-Airline Revenues exceeded the prior year by \$1,210,300. This increase in Airline Revenues is mainly attributed to the increase is due to three new revenue sources, Cargo Landing Fees, Cargo Apron Area Rental and Baggage Handling System which offsets the decrease in Air Carrier Landing Fees. Air Carrier Landing Fees are currently \$0.65 per 1,000 lbs. as compared to last fiscal year when the charge was \$1.90 per 1,000 lbs. All Air Carrier Fees are recalculated annually. The bulk of the Non-Airline Revenue increase is from parking and rental car revenues. Revenue collected from Parking Lot exceeded the prior fiscal year by \$282,600 and combined revenue from Rental Cars, Rental Car Facility Charge and Rental Car CFC were \$678,000 over the prior year.

The lease agreement with the FAA for the air traffic control tower is currently in negotiations with the final tower construction payment received in FY 2015. The Airport submitted Facility Review documents at the request of the FAA on December 22, 2016. The Airport wishes to move forward with a 5-year lease.

Expenses for the quarter are consistent with budget.

Insurance Retention Fund / Central Services Fund:

These funds are categorized as internal service funds. They provide a service to the City's other operating funds. Revenues and expenses in these funds were consistent with budgeted levels.

Investment Schedule / Debt Service Schedule:

Also provided for information is a listing of City investments and a listing of the City's various debt issues.

The weighted interest rates received on investments during the third quarter of the last three fiscal years are as follows:

	<u>FY 2018</u>	<u>FY 2017</u>	<u>FY 2016</u>
April	1.27%	0.73%	0.39%
May	1.33%	0.72%	0.39%
June	1.30%	0.76%	0.37%

Legal Costs Schedule:

A schedule of legal costs paid directly to attorneys and/or firms who have provided services to the City has also been included in the quarterly report. This schedule lists the payee, the amount paid and the nature of the services provided to the City.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	1,790,900	1,790,900	1,790,900	100.00%	2,020,263	100.00%	1,518,702	100.00%
REVENUES:									
GENERAL PROPERTY TAXES									
Current Taxes	14,340,800	14,340,800	14,340,800	14,589,079	101.73%	13,768,035	100.07%	13,768,035	100.00%
Delinquent Taxes	30,000	30,000	30,000	32,658	108.86%	6,190	20.63%	12,989	100.00%
Sub-Total	14,370,800	14,370,800	14,370,800	14,621,737	101.75%	13,774,225	99.90%	13,781,024	100.00%
FRANCHISE FEE									
Gulf Power - Electricity	6,100,200	6,100,200	6,100,200	3,702,979	60.70%	3,474,870	59.10%	5,687,912	100.00%
City of Pensacola - Gas	915,000	915,000	915,000	776,206	84.83%	688,322	79.82%	898,228	100.00%
ECUA - Water and Sewer	1,611,600	1,611,600	1,611,600	1,190,834	73.89%	1,066,197	68.74%	1,632,741	100.00%
Miscellaneous	0	0	0	0	----	0	----	0	----
Sub-Total	8,626,800	8,626,800	8,626,800	5,670,019	65.73%	5,229,389	63.05%	8,218,881	100.00%
PUBLIC SERVICE TAX									
Gulf Power - Electricity	6,132,900	6,132,900	6,132,900	4,009,270	65.37%	3,700,516	62.13%	6,130,379	100.00%
City of Pensacola - Gas	815,000	815,000	815,000	652,640	80.08%	513,733	68.50%	686,553	100.00%
ECUA - Water	1,025,300	1,025,300	1,025,300	753,935	73.53%	667,421	68.21%	1,029,138	100.00%
Miscellaneous	20,000	20,000	20,000	24,886	124.43%	20,557	102.79%	27,572	100.00%
Sub-Total	7,993,200	7,993,200	7,993,200	5,440,731	68.07%	4,902,227	63.63%	7,873,642	100.00%
LOCAL BUSINESS TAX									
Local Business Tax	910,000	910,000	910,000	907,149	99.69%	892,690	98.10%	902,333	100.00%
Local Business Tax Penalty	10,000	10,000	10,000	13,147	131.47%	12,841	128.41%	12,988	99.91%
Sub-Total	920,000	920,000	920,000	920,296	100.03%	905,531	98.43%	915,321	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
LICENSES, PERMITS & PENALTIES									
Special Permits (Planning)	50,000	50,000	50,000	31,020	62.04%	59,351	118.70%	71,311	100.00%
Taxi Permits	7,500	7,500	7,500	6,930	92.40%	3,716	49.55%	5,846	100.00%
Fire Permits	21,000	21,000	21,000	15,805	75.26%	11,890	56.62%	15,920	100.00%
Sub-Total	<u>78,500</u>	<u>78,500</u>	<u>78,500</u>	<u>53,755</u>	68.48%	<u>74,957</u>	95.49%	<u>93,077</u>	100.00%
INTERGOVERNMENTAL									
FEDERAL									
Payment in Lieu of Taxes	17,000	17,000	17,000	13,979	82.23%	18,374	108.08%	18,374	99.86%
STATE									
1/2 Cent Sales Tax	4,478,700	4,478,700	4,478,700	3,081,191	68.80%	2,860,621	65.15%	4,479,119	100.00%
Beverage License Tax	100,000	100,000	100,000	105,142	105.14%	103,084	108.51%	108,132	100.00%
Mobile Home Tax	8,000	8,000	8,000	8,920	111.50%	10,308	137.44%	13,095	100.00%
Communication Services Tax	3,056,900	3,056,900	3,056,900	2,028,120	66.35%	1,880,896	64.27%	2,967,772	100.00%
State Rev Sharing - Motor Fuel Tax	543,800	543,800	543,800	411,565	75.68%	407,819	70.44%	550,313	100.00%
State Rev Sharing - Sales Tax	1,741,300	1,741,300	1,741,300	1,316,975	75.63%	1,305,706	74.63%	1,760,844	100.00%
Gas Rebate Municipal Vehicles	12,000	12,000	12,000	8,841	73.68%	23,728	153.08%	10,799	99.99%
Fire Fighter Supplemental Compensation	40,000	40,000	40,000	33,234	83.09%	32,824	82.06%	43,894	100.00%
Sub-Total	<u>9,997,700</u>	<u>9,997,700</u>	<u>9,997,700</u>	<u>7,007,967</u>	70.10%	<u>6,643,360</u>	67.64%	<u>9,952,342</u>	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
OTHER CHARGES FOR SERVICES									
Swimming Pool Fees	0	0	0	3,033	----	2,909	----	5,425	100.02%
Boat Launch Fees	17,000	17,000	17,000	11,833	69.61%	14,346	84.39%	20,431	100.00%
Esc. School Board - SRO	185,500	185,500	185,500	108,198	58.33%	145,714	66.23%	218,625	100.00%
ECSD - 911 Calltakers	237,400	237,400	237,400	173,552	73.11%	188,236	76.83%	235,081	100.00%
State Traffic Signal Maintenance	326,600	326,600	326,600	335,506	102.73%	326,622	100.01%	326,622	100.01%
State Street Light Maintenance	303,600	303,600	303,600	322,059	106.08%	312,677	102.99%	312,677	99.99%
Pensacola Fire Academy	0	0	0	0	----	37,135	185.68%	37,135	100.00%
Miscellaneous	40,000	40,000	40,000	37,104	92.76%	37,875	94.69%	43,544	100.00%
Sub-Total	1,110,100	1,110,100	1,110,100	991,285	89.30%	1,065,514	90.90%	1,199,540	100.00%
FINES, FORFEITURES & PENALTIES									
POLICE									
Court Fines	14,500	14,500	14,500	9,261	63.87%	8,858	61.09%	12,580	100.00%
Traffic Fines	90,000	90,000	90,000	58,910	65.46%	61,483	76.85%	97,655	100.00%
OTHER FINES									
Miscellaneous	5,000	5,000	5,000	4,615	92.30%	6,283	52.36%	7,611	100.53%
Sub-Total	109,500	109,500	109,500	72,786	66.47%	76,624	71.95%	117,846	100.03%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
INTEREST									
Investments and Deposits	50,000	50,000	50,000	21,809	43.62%	18,772	62.57%	108,576	97.08%
Sub-Total	50,000	50,000	50,000	21,809	43.62%	18,772	62.57%	108,576	97.08%
OTHER REVENUES									
Miscellaneous	500,000	500,000	500,000	406,367	81.27%	297,537	74.38%	371,874	102.79%
Miscellaneous - Saenger Facility Fee	75,000	75,000	75,000	3,048	4.06%	13,338	20.52%	86,112	100.00%
Sale of Assets	50,000	67,625	67,625	51,645	76.37%	104,058	30.08%	104,058	99.96%
Sub-Total	625,000	642,625	642,625	461,060	71.75%	414,933	51.17%	562,044	101.82%
Sub-Total Revenues	43,881,600	43,899,225	43,899,225	35,261,445	80.32%	33,105,532	77.48%	42,822,293	100.02%
TRANSFERS IN									
Gas Utility Fund	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Sub-Total	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
TOTAL REVENUES	51,881,600	51,899,225	51,899,225	43,261,445	83.36%	41,105,532	81.04%	50,822,293	100.01%
TOTAL REVENUES AND FUND BALANCE	\$ 51,881,600	53,690,125	53,690,125	45,052,345	83.91%	43,125,795	81.76%	52,340,995	100.01%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES:									
CITY COUNCIL									
Personal Services	\$ 608,400	608,400	608,416	379,763	62.42%	341,672	55.04%	482,790	77.77%
City Sponsored Pensions	0	0	50	30	60.00%	30	73.17%	30	73.17%
Sub-Total	608,400	608,400	608,466	379,793	62.42%	341,702	55.04%	482,820	77.77%
Operating Expenses	478,400	672,859	675,793	358,637	53.07%	370,562	59.54%	328,614	68.32%
Sub-Total	1,086,800	1,281,259	1,284,259	738,430	57.50%	712,264	57.29%	811,434	73.04%
Allocated Overhead/(Cost Recovery)	(379,700)	(379,700)	(379,700)	(284,775)	75.00%	(241,800)	75.00%	(373,200)	100.00%
Sub-Total	707,100	901,559	904,559	453,655	50.15%	470,464	51.09%	438,234	61.48%
MAYOR									
Personal Services	991,000	991,000	957,300	646,030	67.48%	659,512	66.92%	923,892	95.25%
City Sponsored Pensions	48,800	48,800	48,800	48,800	100.00%	54,300	100.00%	54,300	100.00%
Sub-Total	1,039,800	1,039,800	1,006,100	694,830	69.06%	713,812	68.65%	978,192	95.50%
Operating Expenses	385,500	406,500	440,200	278,143	63.19%	237,079	58.32%	337,547	84.96%
Sub-Total	1,425,300	1,446,300	1,446,300	972,973	67.27%	950,891	65.75%	1,315,739	92.42%
Allocated Overhead/(Cost Recovery)	(601,100)	(601,100)	(601,100)	(450,825)	75.00%	(604,875)	75.00%	(700,900)	100.00%
Sub-Total	824,200	845,200	845,200	522,148	61.78%	346,016	54.08%	614,839	85.30%
CITY CLERK									
Personal Services	171,300	171,300	171,900	122,275	71.13%	144,938	74.63%	192,106	98.72%
City Sponsored Pensions	29,100	29,100	29,100	29,100	100.00%	32,100	100.00%	32,100	100.00%
Sub-Total	200,400	200,400	201,000	151,375	75.31%	177,038	78.23%	224,206	98.90%
Operating Expenses	45,100	45,100	44,500	24,031	54.00%	37,965	69.92%	42,492	78.84%
Sub-Total	245,500	245,500	245,500	175,406	71.45%	215,003	76.62%	266,698	95.05%
Allocated Overhead/(Cost Recovery)	(114,900)	(114,900)	(114,900)	(86,175)	75.00%	(51,225)	75.00%	(113,100)	100.00%
Sub-Total	130,600	130,600	130,600	89,231	68.32%	163,778	77.14%	153,598	91.70%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
LEGAL									
Personal Services	430,700	430,700	411,900	261,515	63.49%	252,200	62.83%	345,107	99.64%
City Sponsored Pensions	19,600	19,600	19,600	19,600	100.00%	21,600	100.00%	21,600	100.00%
Sub-Total	450,300	450,300	431,500	281,115	65.15%	273,800	64.73%	366,707	99.66%
Operating Expenses	144,600	144,600	163,400	142,054	86.94%	88,967	60.60%	200,494	99.33%
Sub-Total	594,900	594,900	594,900	423,169	71.13%	362,767	63.67%	567,201	99.54%
Allocated Overhead/(Cost Recovery)	(233,700)	(233,700)	(233,700)	(175,275)	75.00%	(120,225)	75.00%	(230,200)	100.00%
Sub-Total	361,200	361,200	361,200	247,894	68.63%	242,542	59.23%	337,001	99.23%
HUMAN RESOURCES									
Personal Services	524,600	524,600	548,784	390,446	71.15%	341,116	71.35%	484,656	98.89%
City Sponsored Pensions	112,300	112,300	112,416	112,384	99.97%	120,501	99.97%	120,501	99.97%
Sub-Total	636,900	636,900	661,200	502,830	76.05%	461,617	77.12%	605,157	99.10%
Operating Expenses	162,800	162,800	138,500	90,199	65.13%	115,925	73.30%	139,966	95.80%
Sub-Total	799,700	799,700	799,700	593,029	74.16%	577,542	76.32%	745,123	98.46%
Allocated Overhead/(Cost Recovery)	(301,200)	(301,200)	(301,200)	(225,900)	75.00%	(220,125)	75.00%	(295,600)	100.00%
Sub-Total	498,500	498,500	498,500	367,129	73.65%	357,417	77.15%	449,523	97.48%
NON-DEPARTMENTAL FUNDING									
Operating Expenses	3,014,800	3,377,921	3,374,921	2,814,699	83.40%	2,612,206	83.56%	3,001,229	92.47%
Sub-Total	3,014,800	3,377,921	3,374,921	2,814,699	83.40%	2,612,206	83.56%	3,001,229	92.47%
FINANCIAL SERVICES									
Personal Services	1,567,800	1,567,800	1,621,200	1,158,987	71.49%	1,099,663	71.19%	1,532,123	98.38%
City Sponsored Pensions	287,200	287,200	287,800	287,511	99.90%	296,929	99.91%	296,929	99.91%
Sub-Total	1,855,000	1,855,000	1,909,000	1,446,498	75.77%	1,396,592	75.82%	1,829,052	98.63%
Operating Expenses	429,600	469,679	415,679	300,997	72.41%	328,097	71.76%	395,712	89.01%
Sub-Total	2,284,600	2,324,679	2,324,679	1,747,495	75.17%	1,724,689	75.02%	2,224,764	96.77%
Allocated Overhead/(Cost Recovery)	(1,473,200)	(1,473,200)	(1,473,200)	(1,104,900)	75.00%	(1,005,375)	75.00%	(1,470,500)	100.00%
Sub-Total	811,400	851,479	851,479	642,595	75.47%	719,314	75.04%	754,264	91.03%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
PLANNING SERVICES									
Personal Services	507,300	507,300	507,300	347,694	68.54%	357,999	61.39%	503,478	86.33%
City Sponsored Pensions	67,800	67,800	67,800	67,800	100.00%	74,700	100.00%	74,700	100.00%
Sub-Total	575,100	575,100	575,100	415,494	72.25%	432,699	65.77%	578,178	87.88%
Operating Expenses	264,300	349,343	349,343	130,992	37.50%	132,028	32.73%	181,712	46.09%
Sub-Total	839,400	924,443	924,443	546,486	59.12%	564,727	53.21%	759,890	71.61%
PARKS & RECREATION									
Personal Services	2,710,100	2,710,100	2,712,967	1,811,534	66.77%	1,751,296	67.71%	2,417,486	93.53%
City Sponsored Pensions	680,300	680,300	680,733	680,583	99.98%	760,120	99.98%	760,224	99.99%
Sub-Total	3,390,400	3,390,400	3,393,700	2,492,117	73.43%	2,511,416	75.04%	3,177,710	95.00%
Operating Expenses	2,795,200	3,011,400	2,943,100	2,164,048	73.53%	2,029,119	72.63%	2,529,617	94.80%
Sub-Total	6,185,600	6,401,800	6,336,800	4,656,165	73.48%	4,540,535	73.94%	5,707,327	94.91%
Allocated Overhead/(Cost Recovery)	(5,800)	(5,800)	(5,800)	(4,350)	75.00%	(6,975)	75.00%	(7,400)	100.00%
Sub-Total	6,179,800	6,396,000	6,331,000	4,651,815	73.48%	4,533,560	73.94%	5,699,927	94.90%
PUBLIC WORKS & FACILITIES									
Personal Services	1,552,200	1,552,200	1,551,972	1,016,135	65.47%	1,046,841	68.04%	1,522,470	98.99%
City Sponsored Pensions	302,300	302,300	302,528	302,498	99.99%	352,342	100.00%	352,425	100.02%
Sub-Total	1,854,500	1,854,500	1,854,500	1,318,633	71.10%	1,399,183	73.99%	1,874,895	99.18%
Operating Expenses	2,457,300	2,832,982	2,897,982	1,693,377	58.43%	1,906,264	68.51%	2,277,600	88.63%
Sub-Total	4,311,800	4,687,482	4,752,482	3,012,010	63.38%	3,305,447	70.73%	4,152,495	92.90%
Allocated Overhead/(Cost Recovery)	(332,000)	(332,000)	(332,000)	(249,000)	75.00%	(188,625)	75.00%	(274,300)	100.00%
Sub-Total	3,979,800	4,355,482	4,420,482	2,763,010	62.50%	3,116,822	70.49%	3,878,195	92.45%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
FIRE									
Personal Services	6,848,200	6,848,200	6,940,230	4,989,886	71.90%	4,813,085	71.50%	6,704,465	98.14%
City Sponsored Pensions	1,256,100	1,409,200	1,414,170	1,412,210	99.86%	1,634,713	99.80%	1,732,860	105.79%
Sub-Total	8,104,300	8,257,400	8,354,400	6,402,096	76.63%	6,447,798	77.04%	8,437,325	99.62%
Operating Expenses	1,496,000	1,554,603	1,457,603	990,995	67.99%	973,611	65.28%	1,286,953	96.56%
Sub-Total	9,600,300	9,812,003	9,812,003	7,393,091	75.35%	7,421,409	75.26%	9,724,278	99.19%
POLICE									
Personal Services	13,100,800	13,100,800	13,090,287	8,878,861	67.83%	8,830,357	69.01%	12,229,023	95.64%
City Sponsored Pensions	4,840,400	4,840,400	4,850,913	4,841,960	99.82%	4,722,645	99.93%	4,725,091	99.98%
Sub-Total	17,941,200	17,941,200	17,941,200	13,720,821	76.48%	13,553,002	77.35%	16,954,114	96.81%
Operating Expenses	3,998,300	4,299,538	4,299,538	2,988,221	69.50%	2,426,891	65.02%	3,405,515	93.04%
Sub-Total	21,939,500	22,240,738	22,240,738	16,709,042	75.13%	15,979,893	75.18%	20,359,629	96.15%
TRANSFERS OUT									
Municipal Golf Course Fund	220,000	220,000	220,000	165,000	75.00%	165,000	75.00%	220,000	100.00%
Stormwater Capital Projects Fund	2,775,000	2,775,000	2,775,000	2,726,603	98.26%	2,747,877	103.32%	2,748,923	100.00%
Sub-Total	2,995,000	2,995,000	2,995,000	2,891,603	96.55%	2,912,877	78.19%	2,968,923	100.00%
TOTAL EXPENDITURES	\$ 51,881,600	53,690,125	53,690,125	40,092,398	74.67%	39,441,025	74.16%	49,139,530	94.97%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
TREE PLANTING TRUST - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 290,000	290,000	290,000	290,000	100.00%	238,716	100.00%	202,591	100.00%
REVENUES:									
Tree Trust Fund	10,000	10,000	10,000	1,975	19.75%	45,700	457.00%	46,125	100.00%
Interest	0	0	0	1,056	----	2,338	----	3,261	----
TOTAL REVENUES	10,000	10,000	10,000	3,031	30.31%	48,038	480.38%	49,386	107.07%
TOTAL REVENUES AND FUND BALANCE	\$ 300,000	300,000	300,000	293,031	97.68%	286,754	115.29%	251,977	101.31%
EXPENDITURES:									
Operating Expenses	\$ 0	0	0	0	----	106,958	44.51%	116,717	48.57%
Capital Outlay	0	0	0	0	----	0	0.00%	0	0.00%
Sub-Total	0	0	0	0	----	106,958	43.00%	116,717	46.93%
RESERVED	300,000	300,000	300,000	0	0.00%	0	----	0	46.93%
TOTAL EXPENDITURES	\$ 300,000	300,000	300,000	0	0.00%	106,958	43.00%	116,717	46.93%

CITY OF PENSACOLA
HOUSING INITIATIVES FUND - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	0	----
REVENUES:									
Sale of Asset	0	125,725	125,725	251,452	200.00%	0	----	0	----
Interest	0	0	0	0	----	0	----	0	----
TOTAL REVENUES	0	125,725	125,725	251,452	200.00%	0	----	0	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	125,725	125,725	251,452	200.00%	0	----	0	----
EXPENDITURES:									
Operating Expenses	\$ 0	125,725	35,725	78	0.22%	0	----	0	----
Grants & Aids	0	0	90,000	90,000	100.00%	0	----	0	----
Sub-Total	0	125,725	125,725	90,078	71.65%	0	----	0	----
TOTAL EXPENDITURES	\$ 0	125,725	125,725	90,078	71.65%	0	----	0	----

CITY OF PENSACOLA
INNER CITY HOUSING INITIATIVES FUND - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	440,000	440,000	440,000	100.00%	0	----	0	----
REVENUES:									
Sale of Asset	0	0	0	0	----	440,000	100.00%	440,000	100.00%
Interest	0	0	0	0	----	0	----	0	----
TOTAL REVENUES	0	0	0	0	----	440,000	100.00%	440,000	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 0	440,000	440,000	440,000	100.00%	440,000	100.00%	440,000	100.00%
EXPENDITURES:									
Operating Expenses	\$ 0	0	0	0	----	0	----	0	0.00%
Grants & Aids	0	440,000	440,000	0	0.00%	0	----	0	----
Sub-Total	0	440,000	440,000	0	0.00%	0	----	0	0.00%
TOTAL EXPENDITURES	\$ 0	440,000	440,000	0	0.00%	0	----	0	0.00%

CITY OF PENSACOLA
LOCAL OPTION GASOLINE TAX FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 37,800	37,800	37,800	37,800	100.00%	94,139	100.00%	0	----
REVENUES:									
Gasoline Tax (6 cent local)	1,370,000	1,370,000	1,370,000	888,297	64.84%	881,466 **	65.92%	1,476,634 *	100.51%
Interest	0	0	0	1,133	----	1,165	----	1,165	68.53%
Miscellaneous	0	0	0	0	----	113,583	----	113,583	99.99%
Sub-Total	1,370,000	1,370,000	1,370,000	889,430	64.92%	996,214	74.51%	1,591,382	100.43%
TOTAL REVENUES	1,370,000	1,370,000	1,370,000	889,430	64.92%	996,214	74.51%	1,591,382	100.43%
TOTAL REVENUES AND FUND BALANCE	\$ 1,407,800	1,407,800	1,407,800	927,230	65.86%	1,090,353	76.18%	1,591,382	100.43%
EXPENDITURES:									
Capital Outlay	0	0	0	0	----	27,238	100.00%	27,238	58.45%
Allocated Overhead/(Cost Recovery)	37,800	37,800	37,800	28,350	75.00%	50,175	75.00%	37,900	100.00%
Sub-Total	37,800	37,800	37,800	28,350	75.00%	77,413	82.23%	65,138	77.09%
TRANSFERS OUT									
LOGT Debt Service fund	1,370,000	1,370,000	1,370,000	0	0.00%	0	0.00%	1,497,927	99.86%
TOTAL EXPENDITURES	\$ 1,407,800	1,407,800	1,407,800	28,350	2.01%	77,413	5.41%	1,563,065	98.65%

* Revenue includes 13 payments versus 12 payments due to appeal to State on Distribution Formula.

** For comparison purposes only. Revenues do not include the September 2016 payment of \$119,342 which was received and recognized in fiscal year 2017.

**CITY OF PENSACOLA
STORMWATER UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	10,850	10,850	10,850	100.00%	18,179	100.00%	0	----
REVENUES:									
Stormwater Utility Fees	2,770,000	2,770,000	2,770,000	2,720,317	98.21%	2,744,262	103.38%	2,744,262	99.96%
Delinquent Stormwater Utility Fee	5,000	5,000	5,000	6,286	125.72%	3,615	72.30%	4,661	128.90%
CHARGES FOR SERVICES:									
State Right of Way Maintenance	289,500	289,500	289,500	66,431	22.95%	66,432	66.70%	99,647	100.05%
Interest Income	0	0	0	2,314	----	2,000	----	7,551	377.55%
TOTAL REVENUES	3,064,500	3,064,500	3,064,500	2,795,348	91.22%	2,816,309	102.07%	2,856,121	100.20%
TOTAL REVENUES AND FUND BALANCE	\$ 3,064,500	3,075,350	3,075,350	2,806,198	91.25%	2,834,488	102.06%	2,856,121	100.20%
EXPENDITURES:									
STORMWATER O & M									
Personal Services	\$ 800,300	800,300	812,629	572,955	70.51%	549,691	74.48%	764,953	98.93%
City Sponsored Pensions	293,000	293,000	293,373	293,313	99.98%	306,552	99.99%	306,689	99.99%
Sub-Total	1,093,300	1,093,300	1,106,002	866,268	78.32%	856,243	81.97%	1,071,642	99.23%
Operating Expenses	450,600	461,450	460,815	300,501	65.21%	532,937	85.48%	609,241	94.65%
Capital Outlay	38,000	38,000	38,635	38,635	100.00%	0	0.00%	0	----
Allocated Overhead/(Cost Recovery)	175,900	175,900	175,900	131,925	75.00%	144,225	75.00%	178,600	100.00%
Sub-Total	1,757,800	1,768,650	1,781,352	1,337,329	75.07%	1,533,405	80.77%	1,859,483	97.73%
STREET CLEANING									
Personal Services	384,500	384,500	371,698	294,684	79.28%	282,257	72.47%	376,920	99.84%
City Sponsored Pensions	79,600	79,600	79,700	79,691	99.99%	87,790	99.99%	87,827	99.99%
Sub-Total	464,100	464,100	451,398	374,375	82.94%	370,047	77.53%	464,747	99.87%
Operating Expenses	356,700	356,700	324,700	263,731	81.22%	279,615	85.63%	370,813	98.73%
Capital Outlay	390,000	390,000	422,000	378,540	89.70%	0	----	0	----
Allocated Overhead/(Cost Recovery)	95,900	95,900	95,900	71,925	75.00%	56,325	75.00%	95,900	100.00%
Sub-Total	1,306,700	1,306,700	1,293,998	1,088,571	84.12%	705,987	80.33%	931,460	99.43%
TOTAL EXPENDITURES	\$ 3,064,500	3,075,350	3,075,350	2,425,900	78.88%	2,239,392	80.63%	2,790,943	98.29%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
MUNICIPAL GOLF COURSE FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	4,454	4,454	4,454	100.00%	8,908	100.00%	31,908	100.00%
REVENUES:									
GOLF COURSE CHARGES									
Green Fees	335,100	335,100	335,100	191,397	57.12%	203,470	65.74%	274,233	99.18%
Electric Cart Rentals	73,400	73,400	73,400	62,207	84.75%	67,381	93.07%	89,963	100.63%
Pull Cart Rentals	400	400	400	107	26.75%	70	17.50%	84	84.00%
Concessions	18,100	18,100	18,100	13,500	74.59%	13,500	74.59%	18,000	100.00%
Pro Shop Sales	15,100	15,100	15,100	9,080	60.13%	7,360	48.74%	10,458	101.53%
Tournaments	35,000	35,000	35,000	33,802	96.58%	36,264	106.04%	52,802	100.00%
Driving Range	30,000	30,000	30,000	21,334	71.11%	20,346	47.65%	27,918	99.71%
Capital Surcharge	50,000	50,000	50,000	25,659	51.32%	27,680	55.36%	37,167	99.91%
Advertising	0	0	0	0	----	5,000	----	7,500	100.00%
Miscellaneous	0	0	0	0	----	0	0.00%	0	----
Interest Income	0	0	0	73	----	62	----	532	532.00%
SUB-TOTAL REVENUES	557,100	557,100	557,100	357,159	64.11%	381,133	70.20%	518,657	99.76%
TRANSFERS IN GENERAL FUND	220,000	220,000	220,000	165,000	75.00%	165,000	75.00%	220,000	100.00%
TOTAL REVENUES	777,100	777,100	777,100	522,159	67.19%	546,133	71.59%	738,657	99.83%
TOTAL REVENUES AND FUND BALANCE	\$ 777,100	781,554	781,554	526,613	67.38%	555,041	71.91%	770,565	99.84%
EXPENDITURES:									
OPERATIONS									
Personal Services	\$ 354,900	354,900	354,900	255,677	72.04%	245,560	71.14%	340,898	97.54%
City Sponsored Pensions	48,800	48,800	48,800	48,800	100.00%	53,700	100.00%	53,700	100.00%
Sub-Total	403,700	403,700	403,700	304,477	75.42%	299,260	75.02%	394,598	97.87%
Operating Expenses	373,400	377,854	377,854	274,949	72.77%	275,332	73.83%	318,842	87.71%
TOTAL EXPENDITURES	\$ 777,100	781,554	781,554	579,426	74.14%	574,592	74.45%	713,440	93.01%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
INSPECTION SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	195,400	100.00%	(252,950)	100.00%
REVENUES:									
Building Permits	736,100	736,100	736,100	478,164	64.96%	609,852	101.64%	785,917	100.55%
Electrical Permits	200,000	200,000	200,000	163,596	81.80%	176,584	100.27%	255,838	100.29%
Gas Permits	36,500	36,500	36,500	35,650	97.67%	28,640	100.14%	40,387	100.22%
Plumbing Permits	93,000	93,000	93,000	103,918	111.74%	94,877	109.05%	149,684	100.26%
Mechanical Permits	66,500	66,500	66,500	76,049	114.36%	52,684	87.08%	96,497	101.47%
Miscellaneous Permits	10,000	10,000	10,000	5,568	55.68%	6,262	71.16%	8,446	100.55%
Zoning Review & Inspection Fees	65,000	65,000	65,000	75,050	115.46%	105,500	256.07%	124,550	100.61%
Permit Application Fee	200,000	200,000	200,000	169,233	84.62%	146,838	77.86%	217,453	100.63%
Interest Income	0	0	0	2,039	----	1,771	----	10,623	354.10%
Sale of asset	0	0	0	0	----	4,845	----	4,845	100.00%
TOTAL REVENUES	<u>1,407,100</u>	<u>1,407,100</u>	<u>1,407,100</u>	<u>1,109,267</u>	78.83%	<u>1,227,853</u>	103.11%	<u>1,694,240</u>	100.99%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,407,100</u>	<u>1,407,100</u>	<u>1,407,100</u>	<u>1,109,267</u>	78.83%	<u>1,423,253</u>	102.67%	<u>1,441,290</u>	101.17%
EXPENDITURES:									
OPERATIONS									
Personal Services	\$ 705,100	705,100	733,579	548,976	74.84%	495,677	72.14%	708,428	99.54%
City Sponsored Pensions	144,900	144,900	144,981	144,961	99.99%	156,758	99.98%	156,781	100.00%
Sub-Total	<u>850,000</u>	<u>850,000</u>	<u>878,560</u>	<u>693,937</u>	78.99%	<u>652,435</u>	77.31%	<u>865,209</u>	99.63%
Operating Expenses	312,800	312,800	284,240	146,257	51.46%	135,731	48.58%	157,492	54.93%
Capital Outlay	45,000	45,000	45,000	37,442	83.20%	54,534	80.79%	54,534	80.79%
Sub-Total	<u>1,207,800</u>	<u>1,207,800</u>	<u>1,207,800</u>	<u>877,636</u>	72.66%	<u>842,700</u>	70.77%	<u>1,077,235</u>	88.11%
Allocated Overhead/(Cost Recovery)	199,300	199,300	199,300	149,475	75.00%	146,550	75.00%	202,000	100.00%
TOTAL EXPENDITURES	<u>\$ 1,407,100</u>	<u>1,407,100</u>	<u>1,407,100</u>	<u>1,027,111</u>	72.99%	<u>989,250</u>	71.36%	<u>1,279,235</u>	89.79%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
ROGER SCOTT TENNIS CENTER
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 27,500	27,500	27,500	27,500	100.00%	50,000	100.00%	80,700	100.00%
REVENUES:									
CHARGES FOR SERVICES									
Scott Tennis Court Fees	256,600	256,600	256,600	40,803	15.90%	138,817	61.21%	201,664	99.98%
Scott Tennis Concession Fees	0	0	0	100	----	1,190	19.83%	1,285	98.85%
Scott Tennis Pro Revenue	25,000	25,000	25,000	65,550	262.20%	12,113	79.69%	22,643	128.65%
Scott Tennis Pro Shop Lease	3,100	3,100	3,100	2,382	76.84%	2,073	34.55%	3,109	119.58%
Interest Income	0	0	0	52	----	116	----	668	668.00%
TOTAL REVENUES	284,700	284,700	284,700	108,887	38.25%	154,309	60.75%	229,369	102.72%
TOTAL REVENUES AND FUND BALANCE	\$ 312,200	312,200	312,200	136,387	43.69%	204,309	67.21%	310,069	102.00%
EXPENDITURES:									
OPERATIONS									
Personal Services	\$ 141,300	141,300	138,534	33,619	24.27%	94,832	70.30%	130,334	96.62%
Operating Expenses	170,900	170,900	173,666	117,510	67.66%	124,109	73.39%	152,541	90.21%
TOTAL EXPENDITURES	\$ 312,200	312,200	312,200	151,129	48.41%	218,941	72.02%	282,875	93.05%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	328,272	328,272	328,272	100.00%	0	----	(661,100)	100.00%
REVENUES:									
COMMUNITY MARITIME PARK									
Event Scheduling Management									
Event Management	100,000	0	0	0	----	0	0.00%	0	---
Rentals	35,000	35,000	35,000	15,860	45.31%	11,290	23.14%	11,290	94.08%
Vendor Kiosk Management									
Kiosk Sales	1,200	1,200	1,200	1,400	116.67%	100	8.33%	100	100.00%
Donations	0	0	0	12,000	----	11,500	----	18,500	100.00%
Parking Management	54,700	54,700	54,700	53,158	97.18%	59,455	115.00%	100,720	99.72%
City Hall Parking	0	30,000	30,000	15,470	51.57%	0	----	0	---
CMPA - Return of Profit	0	0	0	0	----	0	----	(4,494)	---
Park Maintenance	0	0	0	0	----	0	----	108,205	99.27%
CMPA - Insurance	0	0	0	0	----	0	----	79,805	99.76%
Lease Fees	153,900	153,900	153,900	109,850	71.38%	0	----	0	---
User Fees									
Northwest Florida Professional Baseball	175,000	175,000	175,000	131,250	75.00%	58,333	33.33%	58,333	58.33%
University of West Florida	15,000	15,000	15,000	16,667	111.11%	0	0.00%	5,122	51.22%
Surcharge									
Variable Attendance	320,000	320,000	320,000	0	0.00%	0	0.00%	270,527	100.20%
Variable Ticket	161,000	161,000	161,000	10,059	6.25%	0	0.00%	75,275	81.82%
Naming Rights	112,500	112,500	112,500	28,125	25.00%	0	0.00%	37,500	56.82%
Community Event Concessions	30,000	30,000	30,000	14,231	47.44%	0	0.00%	11,316	188.60%
Other Charges for Services	23,600	23,600	23,600	10,756	45.58%	1,252	5.31%	7,781	97.26%
Interest Income	0	0	0	790	----	0	----	28	28.00%
Miscellaneous Revenue	0	0	0	104	----	0	----	144	144.00%
SUBTOTAL	1,181,900	1,111,900	1,111,900	419,720	37.75%	141,930	13.66%	780,152	89.38%
CHARGES FOR SERVICES									
Employee Leasing	0	0	0	0	----	56,239	56.24%	64,589	99.37%
Miscellaneous	0	0	0	0	----	4,926	49.26%	4,926	96.59%
SUBTOTAL	0	0	0	0	----	61,165	55.60%	69,515	99.17%
TRANSFER IN									
Recreation Fund	0	0	0	0	----	0	----	122,831	81.89%
Insurance Retention Fund	0	0	0	0	----	0	----	621,082	100.00%
SUBTOTAL	0	0	0	0	----	0	----	743,913	96.47%
TOTAL REVENUES AND FUND BALANCE	\$ 1,181,900	1,440,172	1,440,172	747,992	51.94%	203,095	17.68%	932,480	88.56%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
CMMTY MARITIME PARK MGT SVCS									
Personal Services	\$ 0	0	0	0	----	34,314	32.67%	44,321	56.79%
City Sponsored Pensions	0	0	0	0	----	0	----	0	---
Sub-Total	0	0	0	0	----	34,314	32.67%	44,321	56.79%
Operating Expenses	0	0	0	0	----	293,661	33.37%	375,593	81.55%
Capital Outlay	0	0	0	0	----	0	----	0	---
SUBTOTAL	0	0	0	0	----	327,975	33.30%	419,914	77.96%
MARITIME PARK - EMPLOYEE LEASING									
Personal Services	0	0	0	0	----	69,098	66.35%	69,088	98.46%
City Sponsored Pensions	0	0	0	0	----	0	0.00%	4	100.00%
Sub-Total	0	0	0	0	----	69,098	66.34%	69,092	98.46%
Operating Expenses	0	0	0	0	----	3,457	34.57%	3,457	96.62%
Capital Outlay	0	0	0	0	----	0	----	0	---
SUBTOTAL	0	0	0	0	----	72,555	63.56%	72,549	98.37%
COMMUNITY MARITIME PARK									
Personal Services	75,400	75,400	87,200	56,600	64.91%	0	----	25,314	93.76%
Operating Expenses	1,036,900	1,231,976	1,217,826	583,006	47.87%	0	----	99,100	41.65%
Capital Outlay	0	63,196	65,546	65,546	100.00%	0	----	62,624	49.70%
SUBTOTAL	1,112,300	1,370,572	1,370,572	705,152	51.45%	0	----	187,038	47.84%
TRANSFERS OUT									
Insurance Retention Fund	0	49,600	49,600	0	0.00%	0	----	0	----
Sub-Total	0	49,600	49,600	0	0.00%	0	----	0	100.00%
DEBT SERVICE									
Interest	18,700	0	0	0	----	0	0.00%	9,316	31.69%
Principal	50,900	20,000	20,000	20,000	100.00%	0	0.00%	0	0.00%
SUBTOTAL	69,600	20,000	20,000	20,000	100.00%	0	0.00%	9,316	18.78%
TOTAL EXPENDITURES	\$ 1,181,900	1,440,172	1,440,172	725,152	50.35%	400,530	34.87%	688,817	65.42%

CITY OF PENSACOLA
LOCAL OPTION SALES TAX
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
LOCAL OPTION SALES TAX FUND:									
APPROPRIATED FUND BALANCE	\$ 7,310,100	15,392,464	15,392,464	15,392,464	100.00%	13,113,628	100.00%	13,803,628	100.00%
REVENUES:									
1-CT Local Option Sales Tax	7,883,000	7,883,000	7,883,000	5,551,794	70.43%	5,116,307	65.47%	7,881,842	100.28%
Interest	0	0	0	2,220	----	(1,289)	----	(13,774)	----
Rebates	0	0	0	0	----	0	----	14,948	99.65%
Transfer In From Central Services Fund	0	0	0	0	----	0	0.00%	188,014	99.95%
TOTAL REVENUES	7,883,000	7,883,000	7,883,000	5,554,014	70.46%	5,115,018	63.92%	8,071,030	100.10%
TOTAL REVENUES AND FUND BALANCE	\$ 15,193,100	23,275,464	23,275,464	20,946,478	89.99%	18,228,646	86.32%	21,874,658	100.04%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	0	65,228	463,066	415,012	89.62%	51,057	66.39%	284,428	68.21%
Capital Outlay	9,651,500	17,668,636	17,331,898	1,558,312	8.99%	4,754,720	33.01%	1,544,450	43.54%
Sub-Total	9,651,500	17,733,864	17,794,964	1,973,324	11.09%	4,805,777	33.19%	1,828,878	12.01%
DEBT SERVICE									
Principal	4,961,400	4,961,400	4,961,400	4,961,418	100.00%	3,245,000	52.43%	3,245,000	52.43%
Interest	580,200	580,200	519,100	518,891	99.96%	446,186	99.99%	446,186	100.00%
Sub-Total	5,541,600	5,541,600	5,480,500	5,480,309	100.00%	3,691,186	55.63%	3,691,186	55.63%
TOTAL EXPENDITURES	\$ 15,193,100	23,275,464	23,275,464	7,453,633	32.02%	8,496,963	40.24%	5,520,064	25.24%
LOST SERIES 2017 PROJECT FUND:									
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	0	100.00%
REVENUES:									
Bond Proceeds	0	25,000,000	25,000,000	25,000,000	100.00%	0	----	0	----
Interest	0	0	0	27,737	----	0	----	0	----
TOTAL REVENUES	0	25,000,000	25,000,000	25,027,737	100.11%	0	----	0	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	25,000,000	25,000,000	25,027,737	100.11%	0	----	0	----
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	0	85,000	85,000	80,038	94.16%	0	----	0	----
Capital Outlay	0	24,915,000	24,915,000	10,909,633	43.79%	0	----	1,174,896	135.41%
Sub-Total	0	25,000,000	25,000,000	10,989,671	43.96%	0	----	1,174,896	135.41%
TOTAL LOST IV BOND EXPENDITURES	\$ 0	25,000,000	25,000,000	10,989,671	43.96%	0	----	1,174,896	135.41%
TOTAL:									
TOTAL REVENUES AND FUND BALANCE	\$ 15,193,100	48,275,464	48,275,464	45,974,215	95.23%	18,228,646	86.32%	21,874,658	100.04%
TOTAL EXPENDITURES	\$ 15,193,100	48,275,464	48,275,464	18,443,304	38.20%	8,496,963	40.24%	6,694,960	29.45%

Note. The Lost Series 2017 Project Fund was funded with the issuance of the Infrastructure Sales Surtax Revenue Bond, Series 2017 on October 18, 2017.

CITY OF PENSACOLA
LOGT SERIES 2016 PROJECT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	7,169,546	7,169,546	7,169,546	100.00%	8,408,341	100.00%	13,852,179	100.00%
REVENUES:									
LOGT Series 2016 Bond Proceeds	0	0	0	0	----	0	----	0	----
Interest Income	0	0	0	2,614	----	15,120	----	60,199	301.00%
TOTAL REVENUES	0	0	0	2,614	----	15,120	----	60,199	301.00%
TOTAL REVENUES AND FUND BALANCE	\$ 0	7,169,546	7,169,546	7,172,160	100.04%	8,423,461	100.18%	13,912,378	100.29%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	0	2,265	125,717	123,429	98.18%	107,959	100.00%	105,694	97.90%
Capital Outlay	0	7,167,281	7,043,829	6,264,109	88.93%	7,486,072	90.19%	6,637,138	96.32%
Sub-Total	0	7,169,546	7,169,546	6,387,538	89.09%	7,594,031	90.32%	6,742,832	96.33%
TOTAL EXPENDITURES	\$ 0	7,169,546	7,169,546	6,387,538	89.09%	7,594,031	90.32%	6,742,832	48.61%

CITY OF PENSACOLA
STORMWATER CAPITAL PROJECTS FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	6,185,404	6,185,404	6,185,404	100.00%	6,424,991	100.00%	6,407,713	100.00%
REVENUES:									
Interest	1,000	1,000	1,000	8,718	871.80%	10,072	1007.20%	49,381	308.63%
Transfer In From General Fund	2,775,000	2,775,000	2,775,000	2,726,603	98.26%	2,747,877	103.32%	2,748,923	100.00%
TOTAL REVENUES	2,776,000	2,776,000	2,776,000	2,735,321	98.53%	2,757,949	103.66%	2,798,304	101.21%
TOTAL REVENUES AND FUND BALANCE	\$ 2,776,000	8,961,404	8,961,404	8,920,725	99.55%	9,182,940	101.07%	9,206,017	100.36%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	525,000	1,384,537	1,427,770	388,313	27.20%	831,785	39.93%	894,351	53.51%
Capital Outlay	2,050,000	7,375,867	7,332,634	3,561,137	48.57%	1,951,016	28.39%	1,942,242	42.25%
Sub-Total	2,575,000	8,760,404	8,760,404	3,949,450	45.08%	2,782,801	31.07%	2,836,593	44.68%
Allocated Overhead/(Cost Recovery)									
General Fund	201,000	201,000	201,000	150,750	75.00%	97,650	75.00%	201,300	100.00%
TOTAL EXPENDITURES	\$ 2,776,000	8,961,404	8,961,404	4,100,200	45.75%	2,880,451	31.70%	3,037,893	45.89%

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
GAS OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 2,113,700	3,542,613	3,542,613	3,542,613	100.00%	967,805	100.00%	967,805	100.00%
REVENUES:									
GAS									
Residential User Fees	23,281,700	23,281,700	23,281,700	18,546,082	79.66%	15,366,328	66.20%	19,529,462	93.70%
Commercial User Fees	12,992,300	12,992,300	12,992,300	9,656,698	74.33%	9,590,814	74.31%	12,512,353	94.63%
Municipal User Fees	302,200	302,200	302,200	240,560	79.60%	225,993	75.28%	285,801	96.00%
Interruptible User Fees	4,038,800	4,038,800	4,038,800	2,375,984	58.83%	2,287,395	57.01%	3,113,553	58.88%
Transportation User Fees	5,402,000	5,402,000	5,402,000	4,692,138	86.86%	4,483,042	83.54%	6,081,666	154.53%
Compressed Natural Gas	635,300	635,300	635,300	679,782	107.00%	668,721	76.69%	907,937	100.03%
Gas Piping Fees	0	0	0	0	----	61,824	30.91%	61,824	100.04%
Miscellaneous Charges	552,800	552,800	552,800	340,898	61.67%	326,646	48.04%	423,305	99.79%
New Accounts/Turn-on Fees	597,400	597,400	597,400	466,069	78.02%	426,586	71.10%	550,625	102.18%
Interest Income	100,000	100,000	100,000	69,862	69.86%	80,593	369.69%	220,828	245.09%
Infrastructure Cost Recovery	3,742,200	3,742,200	3,742,200	2,990,474	79.91%	1,530,987	70.39%	1,848,457	101.51%
Cookbooks	0	0	0	1,838	----	2,725	----	2,725	100.93%
Sale of Asset	0	0	0	28,595	----	31,905	----	31,905	100.02%
Rebates	0	0	0	634,167	----	555,301	88.55%	555,301	88.55%
TOTAL REVENUES	<u>51,644,700</u>	<u>51,644,700</u>	<u>51,644,700</u>	<u>40,723,147</u>	<u>78.85%</u>	<u>35,638,860</u>	<u>69.92%</u>	<u>46,125,742</u>	<u>95.91%</u>
TOTAL REVENUES AND FUND BALANCE	<u>\$ 53,758,400</u>	<u>55,187,313</u>	<u>55,187,313</u>	<u>44,265,760</u>	<u>80.21%</u>	<u>36,606,665</u>	<u>70.48%</u>	<u>47,093,547</u>	<u>95.99%</u>
EXPENSES:									
GAS OPERATION & MAINTENANCE									
Personal Services	\$ 7,258,000	7,258,000	7,256,350	4,946,306	68.17%	4,262,568	68.09%	6,748,499	96.41%
City Sponsored Pensions	1,439,700	1,439,700	1,441,350	1,440,872	99.97%	1,341,574	99.88%	1,578,325	99.92%
Sub-Total	<u>8,697,700</u>	<u>8,697,700</u>	<u>8,697,700</u>	<u>6,387,178</u>	<u>73.44%</u>	<u>5,604,142</u>	<u>73.70%</u>	<u>8,326,824</u>	<u>97.05%</u>
Operating Expenses	31,704,400	32,962,325	32,814,885	20,988,862	63.96%	20,422,395	66.99%	25,131,992	95.97%
Capital Outlay	1,246,800	1,417,788	1,556,988	1,145,734	73.59%	846,894	40.00%	731,768	92.48%
Sub-Total	<u>41,648,900</u>	<u>43,077,813</u>	<u>43,069,573</u>	<u>28,521,774</u>	<u>66.22%</u>	<u>26,873,431</u>	<u>66.84%</u>	<u>34,190,584</u>	<u>96.11%</u>
TRANSFERS OUT									
General Fund	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>100.00%</u>	<u>8,000,000</u>	<u>100.00%</u>	<u>8,000,000</u>	<u>100.00%</u>
Sub-Total	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>100.00%</u>	<u>8,000,000</u>	<u>100.00%</u>	<u>8,000,000</u>	<u>100.00%</u>
Allocated Overhead/(Cost Recovery)	<u>1,250,400</u>	<u>1,250,400</u>	<u>1,250,400</u>	<u>937,800</u>	<u>75.00%</u>	<u>897,450</u>	<u>75.00%</u>	<u>1,249,200</u>	<u>100.00%</u>

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENSES: (continued)									
DEBT SERVICE									
Interest	334,100	334,100	342,340	342,339	100.00%	194,437	50.92%	371,886	97.40%
Principal	2,525,000	2,525,000	2,525,000	2,525,000	100.00%	2,155,000	100.00%	2,155,000	100.00%
Sub-Total	2,859,100	2,859,100	2,867,340	2,867,339	100.00%	2,349,437	92.61%	2,526,886	99.61%
TOTAL GAS OPERATIONS EXPENSES	\$ 53,758,400	55,187,313	55,187,313	40,326,913	73.07%	38,120,318	73.39%	45,966,670	97.02%
GAS CONSTRUCTION:									
APPROPRIATED FUND BALANCE	\$ 0	9,137,310	9,137,310	9,137,310	100.00%	12,780,010	100.00%	14,096,785	100.00%
EXPENSES:									
GAS CONSTRUCTION NOTE									
Personal Services	0	301,111	301,111	108,443	36.01%	672,174	52.65%	121,247	28.71%
City Sponsored Pensions	0	89	89	28	31.46%	236,301	99.92%	12	12.00%
Sub-Total	0	301,200	301,200	108,471	36.01%	908,475	60.03%	121,259	28.70%
Operating Expenses	0	8,640,393	8,649,163	6,975,312	80.65%	9,203,092	86.24%	4,739,335	90.32%
Capital Outlay	0	195,717	186,947	185,147	99.04%	585,220	98.22%	98,883	89.70%
Sub-Total	0	9,137,310	9,137,310	7,268,930	79.55%	10,696,787	83.70%	4,959,477	88.46%
TOTAL GAS CONSTRUCTION NOTE EXPENSES	\$ 0	9,137,310	9,137,310	7,268,930	79.55%	10,696,787	83.70%	4,959,477	88.46%
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	\$ 53,758,400	64,324,623	64,324,623	53,403,070	83.02%	49,386,675	76.31%	61,190,332	96.89%
TOTAL EXPENSES	\$ 53,758,400	64,324,623	64,324,623	47,595,843	73.99%	48,817,105	75.43%	50,926,147	95.11%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 330,500	1,111,020	1,111,020	1,111,020	100.00%	1,270,550	100.00%	699,930	100.00%
REVENUES:									
SANITATION									
Residential Refuse Container Charges	4,232,400	4,232,400	4,232,400	3,280,862	77.52%	3,062,916	76.60%	4,154,503	100.08%
Bulk Item Collection Charges	120,000	120,000	120,000	90,045	75.04%	94,738	72.88%	129,154	98.97%
Business Refuse Container Charges	150,000	150,000	150,000	101,329	67.55%	99,811	64.02%	134,319	99.94%
Fuel Surcharge	400,000	400,000	400,000	214,594	53.65%	167,639	33.53%	239,291	99.95%
County Landfill	1,200,500	1,200,500	1,200,500	840,491	70.01%	834,396	76.34%	1,115,033	99.96%
Equipment Surcharge	229,500	229,500	229,500	178,828	77.92%	19,994	----	79,704	99.88%
New Accounts/Transfer Fees	89,000	89,000	89,000	60,620	68.11%	65,380	76.92%	87,500	101.86%
Miscellaneous	45,000	45,000	45,000	355,660	790.36%	372,825	7456.50%	443,434	99.85%
Interest Income	7,500	7,500	7,500	2,704	36.05%	2,680	----	17,200	573.33%
Sale of Assets	5,000	5,000	5,000	71	1.42%	31,920	638.40%	31,920	100.00%
SUB-TOTAL SANITATION REVENUES	6,478,900	6,478,900	6,478,900	5,125,204	79.11%	4,752,299	79.57%	6,432,058	100.26%
CODE ENFORCEMENT									
Franchise Fees	1,170,000	1,170,000	1,170,000	625,610	53.47%	611,600	51.39%	1,230,759	98.00%
Lot Cleaning (FY Cash Balance) *	65,200	65,200	65,200	50,370	77.25%	48,446	64.59%	78,142	71.76%
Code Enforcement Violations	100,300	100,300	100,300	69,641	69.43%	69,592	99.42%	110,989	99.90%
Sub-Total	1,335,500	1,335,500	1,335,500	745,621	55.83%	729,638	54.65%	1,419,890	96.21%
Zoning/Housing Code Enforcement	4,000	4,000	4,000	1,478	36.95%	1,091	7.27%	2,138	125.76%
Sub-Total	4,000	4,000	4,000	1,478	36.95%	1,091	7.27%	2,138	125.76%
SUB-TOTAL CODE ENFORCEMENT REVENUES	1,339,500	1,339,500	1,339,500	747,099	55.77%	730,729	54.13%	1,422,028	96.24%
SUB-TOTAL REVENUES	7,818,400	7,818,400	7,818,400	5,872,303	75.11%	5,483,028	74.88%	7,854,086	99.50%
TOTAL REVENUES AND FUND BALANCE	\$ 8,148,900	8,929,420	8,929,420	6,983,323	78.21%	6,753,578	78.59%	8,554,016	99.54%

* Actual billings are \$72,169 however collections are typically lower.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS CONTINUED:									
EXPENSES:									
SANITATION SERVICES									
Personal Services	\$ 2,059,900	2,059,900	2,059,250	1,496,449	72.67%	1,400,556	69.82%	1,972,421	95.54%
City Sponsored Pensions	417,500	417,500	418,150	417,803	99.92%	448,027	99.95%	448,027	99.94%
Sub-Total	<u>2,477,400</u>	<u>2,477,400</u>	<u>2,477,400</u>	<u>1,914,252</u>	77.27%	<u>1,848,583</u>	75.33%	<u>2,420,448</u>	96.33%
Operating Expenses	3,149,200	3,166,067	3,156,368	2,088,600	66.17%	2,248,836	69.23%	3,026,352	95.44%
Capital Outlay	560,000	1,323,653	1,335,352	1,334,458	99.93%	763,653	84.85%	0	0.00%
Capital Accumulation (Principal & Interest)	0	0	0	0	----	0	----	81,460	95.72%
Allocated Overhead/(Cost Recovery)	395,900	395,900	395,900	296,925	75.00%	284,550	75.00%	397,700	100.00%
Sub-Total	<u>6,582,500</u>	<u>7,363,020</u>	<u>7,365,020</u>	<u>5,634,235</u>	76.50%	<u>5,145,622</u>	73.70%	<u>5,925,960</u>	83.86%
DEBT SERVICE									
Interest	15,300	15,300	15,300	12,946	84.61%	15,664	76.41%	15,664	99.77%
Principal	211,600	211,600	211,600	131,300	62.05%	128,700	61.58%	128,700	100.00%
Sub-Total	<u>226,900</u>	<u>226,900</u>	<u>226,900</u>	<u>144,246</u>	63.57%	<u>144,364</u>	62.90%	<u>144,364</u>	99.98%
SUB-TOTAL SANITATION O & M	<u>6,809,400</u>	<u>7,589,920</u>	<u>7,591,920</u>	<u>5,778,481</u>	76.11%	<u>5,289,986</u>	73.36%	<u>6,070,324</u>	84.18%
CODE ENFORCEMENT PROGRAM									
Personal Services	584,400	584,400	584,096	390,128	66.79%	420,849	68.93%	564,778	92.71%
City Sponsored Pensions	242,600	242,600	242,904	242,821	99.97%	260,723	99.95%	260,818	99.93%
Sub-Total	<u>827,000</u>	<u>827,000</u>	<u>827,000</u>	<u>632,949</u>	76.54%	<u>681,572</u>	78.22%	<u>825,596</u>	94.87%
Operating Expenses	252,900	252,900	250,900	172,838	68.89%	171,712	64.60%	227,486	84.96%
Capital Outlay	55,000	55,000	55,000	51,429	93.51%	49,823	90.59%	49,823	90.59%
Allocated Overhead/(Cost Recovery)	100,900	100,900	100,900	75,675	75.00%	66,450	75.00%	101,000	100.00%
Sub-Total	<u>1,235,800</u>	<u>1,235,800</u>	<u>1,233,800</u>	<u>932,891</u>	75.61%	<u>969,557</u>	75.70%	<u>1,203,905</u>	93.04%
CODE ENFORCEMENT ZONING/HOUSING									
Personal Services	55,200	55,200	55,150	40,086	72.69%	39,121	72.72%	54,351	97.08%
City Sponsored Pensions	29,100	29,100	29,150	29,133	99.94%	32,132	99.79%	32,145	99.95%
Sub-Total	<u>84,300</u>	<u>84,300</u>	<u>84,300</u>	<u>69,219</u>	82.11%	<u>71,253</u>	82.85%	<u>86,496</u>	98.13%
Operating Expenses	19,400	19,400	19,400	7,961	41.04%	9,278	61.85%	0	---
Sub-Total	<u>103,700</u>	<u>103,700</u>	<u>103,700</u>	<u>77,180</u>	74.43%	<u>80,531</u>	79.73%	<u>86,496</u>	98.13%
SUB-TOTAL CODE ENFORCEMENT	<u>1,339,500</u>	<u>1,339,500</u>	<u>1,337,500</u>	<u>1,010,071</u>	75.52%	<u>1,050,088</u>	75.99%	<u>1,290,401</u>	93.37%
TOTAL EXPENSES SANITATION OPERATIONS	<u>\$ 8,148,900</u>	<u>8,929,420</u>	<u>8,929,420</u>	<u>6,788,552</u>	76.02%	<u>6,340,074</u>	73.78%	<u>7,360,725</u>	85.66%
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	<u>\$ 8,148,900</u>	<u>8,929,420</u>	<u>8,929,420</u>	<u>6,983,323</u>	78.21%	<u>6,753,578</u>	78.59%	<u>8,554,016</u>	99.54%
TOTAL EXPENSES	<u>\$ 8,148,900</u>	<u>8,929,420</u>	<u>8,929,420</u>	<u>6,788,552</u>	76.02%	<u>6,340,074</u>	73.78%	<u>7,360,725</u>	85.66%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
PORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 150,000	241,938	241,938	241,938	100.00%	833,571	100.00%	833,571	100.00%
REVENUES:									
PORT									
Handling	45,100	45,100	45,100	17,372	38.52%	23,428	66.94%	32,925	102.89%
Wharfage	280,400	280,400	280,400	217,870	77.70%	231,331	63.94%	335,539	111.14%
Storage	125,800	125,800	125,800	80,116	63.69%	24,744	13.60%	66,266	118.12%
Dockage	465,000	465,000	465,000	73,891	15.89%	100,317	18.24%	128,284	91.63%
Water Sales	6,000	6,000	6,000	1,176	19.60%	1,175	6.91%	1,566	97.88%
Property Rental	483,800	483,800	483,800	373,746	77.25%	421,697	64.48%	491,287	100.00%
Stevedore Fees	30,500	30,500	30,500	14,811	48.56%	17,617	45.06%	24,386	97.16%
Harbor	27,400	27,400	27,400	14,883	54.32%	11,050	36.83%	15,150	99.67%
Security Fees	63,200	63,200	63,200	15,306	24.22%	22,891	35.22%	32,019	97.03%
Interior Lighting	15,000	15,000	15,000	12,895	85.97%	11,282	22.56%	17,858	99.77%
Miscellaneous/Billed	15,000	15,000	15,000	22,864	152.43%	10,116	67.44%	29,740	100.81%
Sale of Asset	0	0	0	0	----	1,045	----	1,045	100.00%
Miscellaneous/Non-Billed	0	0	0	(69)	----	162	----	160	100.00%
Cedar Street Lease/Parking Lot	70,700	70,700	70,700	54,800	77.51%	54,800	77.51%	65,760	100.00%
Interest Income	0	0	0	(1,501)	----	617	----	(94)	-13.43%
TOTAL REVENUES	1,627,900	1,627,900	1,627,900	898,160	55.17%	932,272	45.05%	1,241,891	102.53%
TOTAL REVENUES AND FUND BALANCE	\$ 1,777,900	1,869,838	1,869,838	1,140,098	60.97%	1,765,843	60.83%	2,075,462	101.50%
EXPENSES:									
OPERATIONS & MAINTENANCE									
Personal Services	\$ 717,400	717,400	717,012	502,993	70.15%	543,430	68.87%	749,353	98.49%
City Sponsored Pensions	113,200	113,200	113,588	113,308	99.75%	120,511	99.98%	120,556	100.02%
Sub-Total	830,600	830,600	830,600	616,301	74.20%	663,941	72.99%	869,909	98.70%
Operating Expenses	823,500	867,853	839,312	614,694	73.24%	706,134	70.45%	905,281	99.26%
Capital Outlay	0	47,585	76,126	47,584	62.51%	123,436	13.78%	62,410	88.73%
Sub-Total	1,654,100	1,746,038	1,746,038	1,278,579	73.23%	1,493,511	53.19%	1,837,600	98.32%
Allocated Overhead/(Cost Recovery)	123,800	123,800	123,800	92,850	75.00%	71,400	75.00%	125,700	100.00%
TOTAL EXPENSES	\$ 1,777,900	1,869,838	1,869,838	1,371,429	73.34%	1,564,911	53.91%	1,963,300	98.43%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 2,888,900	5,634,297	5,634,297	5,634,297	100.00%	2,816,098	100.00%	915,598	100.00%
REVENUES:									
AIRLINE REVENUES									
Loading Bridges Fees	215,000	215,000	215,000	426,450	198.35%	259,821	129.91%	358,996	99.75%
Air Carrier Landing Fees	2,700,000	2,700,000	2,700,000	505,452	18.72%	1,655,571	56.85%	2,303,756	101.02%
Cargo Landing Fees	0	0	0	62,969	----	0	----	0	---
Apron Area Rental	520,000	520,000	520,000	597,258	114.86%	438,130	84.26%	611,106	101.13%
Cargo Apron Area Rental	0	0	0	66,146	----	0	----	0	---
Baggage Handling System	0	0	0	975,310	----	0	----	0	---
Ron Ramp	0	0	0	2,109	----	0	----	0	---
Airline Rentals	2,500,000	2,500,000	2,500,000	1,942,316	77.69%	2,188,234	87.53%	2,845,424	96.89%
SUBTOTAL AIRLINE REVENUES	5,935,000	5,935,000	5,935,000	4,578,010	77.14%	4,541,756	74.07%	6,119,282	99.00%
NON-AIRLINE REVENUES									
U.S.Government - FASCO	80,000	80,000	80,000	80,000	100.00%	186,001	232.50%	248,002	100.00%
Rental Cars	3,400,000	3,400,000	3,400,000	2,900,658	85.31%	2,548,204	74.95%	3,618,853	100.00%
Rental Car Customer Facility Charge (Garage)	917,000	917,000	917,000	695,393	75.83%	581,895	63.83%	907,177	110.15%
CFC - Rental Car Svc Facility	2,177,000	2,177,000	2,177,000	1,878,390	86.28%	1,666,325	81.28%	2,597,824	97.94%
Rental Car Service Facility Rent	230,000	230,000	230,000	178,551	77.63%	169,500	73.70%	224,479	90.04%
Fixed Base Operators	157,000	157,000	157,000	153,057	97.49%	141,409	91.23%	199,091	100.55%
Restaurant and Lounge	500,000	500,000	500,000	482,590	96.52%	423,546	93.50%	570,812	95.18%
Advertising	90,000	90,000	90,000	91,579	101.75%	75,531	83.92%	102,762	95.95%
Hangar Rentals	240,000	240,000	240,000	175,676	73.20%	129,141	95.66%	163,417	99.04%
Airport & 12th	297,000	297,000	297,000	214,586	72.25%	115,511	90.24%	165,850	108.40%
Parking Lot	5,200,000	5,200,000	5,200,000	4,477,164	86.10%	4,194,555	81.84%	5,646,975	99.58%
Gift Shop	250,000	250,000	250,000	237,890	95.16%	207,080	69.03%	289,017	98.64%
Taxi Permits	110,000	110,000	110,000	74,409	67.64%	43,850	39.86%	93,448	77.29%
LEO/TSA Security	100,000	100,000	100,000	81,900	81.90%	72,900	66.27%	109,500	99.91%
Commercial Property Rentals	300,000	300,000	300,000	230,169	76.72%	224,133	64.04%	298,481	100.57%
GSA/TSA Term Rent	280,000	280,000	280,000	157,810	56.36%	215,085	76.82%	280,416	97.57%
Miscellaneous	50,000	50,000	50,000	148,167	296.33%	89,986	257.10%	135,013	113.27%
Interest Income	20,000	20,000	20,000	38,505	192.53%	1,500	7.50%	239,016	236.88%
SUB-TOTAL NON-AIRLINE REVENUES	14,398,000	14,398,000	14,398,000	12,296,494	85.40%	11,086,152	79.40%	15,890,133	100.48%
TOTAL OPERATING REVENUES	20,333,000	20,333,000	20,333,000	16,874,504	82.99%	15,627,908	77.77%	22,009,415	100.06%
TOTAL REVENUES AND FUND BALANCE	\$ 23,221,900	25,967,297	25,967,297	22,508,801	86.68%	18,444,006	80.50%	22,925,013	100.06%

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
EXPENSES:									
OPERATION & MAINTENANCE									
Personal Services	\$ 3,664,500	3,682,500	3,681,418	2,397,423	65.12%	2,439,646	67.94%	3,356,880	93.05%
City Sponsored Pensions	716,200	723,100	724,182	723,520	99.91%	768,747	99.98%	771,904	100.39%
Sub-Total	<u>4,380,700</u>	<u>4,405,600</u>	<u>4,405,600</u>	<u>3,120,943</u>	70.84%	<u>3,208,393</u>	73.59%	<u>4,128,784</u>	94.34%
Operating Expenses	11,889,200	13,957,705	13,027,423	7,089,135	54.42%	6,284,702	56.98%	7,825,954	76.35%
Capital Outlay	867,800	1,519,792	2,450,074	1,606,386	65.56%	791,720	50.46%	584,045	49.12%
Sub-Total	<u>17,137,700</u>	<u>19,883,097</u>	<u>19,883,097</u>	<u>11,816,464</u>	59.43%	<u>10,284,815</u>	60.64%	<u>12,538,783</u>	78.22%
DEBT SERVICE GARB									
Interest	1,178,400	1,178,400	1,178,400	777,489	65.98%	911,732	82.85%	881,117	80.07%
Principal	2,893,800	2,893,800	2,893,800	2,315,000	80.00%	2,275,000	80.00%	2,275,000	80.00%
Sub-Total	<u>4,072,200</u>	<u>4,072,200</u>	<u>4,072,200</u>	<u>3,092,489</u>	75.94%	<u>3,186,732</u>	80.80%	<u>3,156,117</u>	80.02%
DEBT SERVICE CFC									
Interest	488,900	488,900	488,900	150,983	30.88%	98,144	20.08%	146,197	29.91%
Principal	952,500	952,500	952,500	0	0.00%	0	0.00%	0	0.00%
Sub-Total	<u>1,441,400</u>	<u>1,441,400</u>	<u>1,441,400</u>	<u>150,983</u>	10.47%	<u>98,144</u>	6.95%	<u>146,197</u>	10.36%
Allocated Overhead/(Cost Recovery)									
General Fund	570,600	570,600	570,600	427,950	75.00%	446,775	75.00%	585,300	100.00%
TOTAL OPERATING EXPENSES	<u>\$ 23,221,900</u>	<u>25,967,297</u>	<u>25,967,297</u>	<u>15,487,886</u>	59.64%	<u>14,016,466</u>	61.18%	<u>16,426,397</u>	74.90%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
RISK MANAGEMENT SERVICES
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	1,121,100	100.00%
REVENUES:									
Service Fees	1,441,600	1,641,600	1,641,600	840,699	51.21%	1,207,831	82.36%	1,313,188	89.55%
TOTAL REVENUES	1,441,600	1,641,600	1,641,600	840,699	51.21%	1,207,831	82.36%	1,313,188	89.55%
TOTAL REVENUES AND FUND BALANCE	\$ 1,441,600	1,641,600	1,641,600	840,699	51.21%	1,207,831	82.36%	2,434,288	94.08%
EXPENSES:									
RISK MANAGEMENT									
Personal Services	\$ 543,900	543,900	543,865	365,827	67.26%	415,535	83.86%	477,203	96.31%
City Sponsored Pensions	54,800	54,800	54,855	54,843	99.98%	59,942	99.90%	59,959	99.93%
Sub-Total	598,700	598,700	598,720	420,670	70.26%	475,477	85.59%	537,162	96.70%
Operating Expenses	711,200	911,200	911,180	331,081	36.34%	600,900	81.89%	617,911	84.21%
Sub-Total	1,309,900	1,509,900	1,509,900	751,751	49.79%	1,076,377	83.49%	1,155,073	89.59%
CITY CLINIC									
Personal Services	73,400	73,400	73,337	46,100	62.86%	83,912	71.39%	102,508	87.21%
City Sponsored Pensions	24,900	24,900	24,963	24,938	99.90%	27,837	99.94%	27,852	99.99%
Sub-Total	98,300	98,300	98,300	71,038	72.27%	111,749	76.86%	130,360	89.66%
Operating Expenses	33,400	33,400	33,400	17,910	53.62%	19,705	61.97%	27,755	87.28%
Sub-Total	131,700	131,700	131,700	88,948	67.54%	131,454	74.18%	158,115	89.23%
TRANSFER OUT									
Transfer Out to Eastside TIF	0	0	0	0	----	0	----	500,000	100.00%
Transfer Out to CMP Mgt Svcs	0	0	0	0	----	0	----	621,082	100.00%
Sub-Total	0	0	0	0	----	0	----	1,121,082	100.00%
TOTAL EXPENSES	\$ 1,441,600	1,641,600	1,641,600	840,699	51.21%	1,207,831	82.36%	2,434,270	94.07%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	200,000	100.00%
REVENUES:									
Service Fees									
Mail Room	84,500	84,500	84,500	60,091	71.11%	60,325	72.77%	91,585	90.54%
Technology Resources	2,520,400	2,688,356	2,688,356	1,918,120	71.35%	1,922,569	67.41%	2,472,799	87.25%
Engineering	767,000	767,000	767,000	456,754	59.55%	511,693	64.41%	579,773	72.98%
Central Garage	1,584,300	1,709,300	1,709,300	1,180,671	69.07%	1,044,070	71.09%	1,416,112	96.42%
TOTAL REVENUES	4,956,200	5,249,156	5,249,156	3,615,636	68.88%	3,538,657	68.07%	4,560,269	87.73%
TOTAL REVENUES AND FUND BALANCE	\$ 4,956,200	5,249,156	5,249,156	3,615,636	68.88%	3,538,657	68.07%	4,760,269	88.18%
EXPENSES:									
MAIL ROOM									
Personal Services	\$ 43,600	43,600	43,600	29,540	67.75%	27,359	64.37%	38,857	91.43%
City Sponsored Pensions	19,600	19,600	19,600	19,600	100.00%	21,600	100.00%	21,600	100.00%
Sub-Total	63,200	63,200	63,200	49,140	77.75%	48,959	76.38%	60,457	94.32%
Operating Expenses	21,300	21,300	21,300	10,951	51.41%	11,366	60.46%	15,165	80.66%
Capital Outlay	0	0	0	0	----	0	----	18,256	100.00%
Sub-Total Mail Room	84,500	84,500	84,500	60,091	71.11%	60,325	72.77%	93,878	92.81%
TECHNOLOGY RESOURCES									
Personal Services	990,400	990,400	990,400	711,419	71.83%	677,815	68.31%	949,477	95.76%
City Sponsored Pensions	197,300	197,300	197,570	197,383	99.91%	216,779	99.99%	216,812	100.00%
Sub-Total	1,187,700	1,187,700	1,187,970	908,802	76.50%	894,594	73.99%	1,166,289	96.52%
Operating Expenses	1,116,500	1,191,148	1,190,878	829,181	69.63%	897,663	75.60%	982,487	83.86%
Capital Outlay	216,200	309,508	309,508	180,137	58.20%	88,631	39.22%	109,015	52.48%
Sub-Total	2,520,400	2,688,356	2,688,356	1,918,120	71.35%	1,880,888	71.72%	2,257,791	87.23%
TRANSFER OUT									
Local Option Sales Tax	0	0	0	0	----	0	0.00%	188,014	99.95%
General Stock Fund	0	0	0	0	----	0	----	200,000	100.00%
Sub-Total	0	0	0	0	----	0	0.00%	388,014	99.98%
DEBT SERVICE									
Interest	0	0	0	0	----	1,667	98.87%	1,682	99.76%
Principal	0	0	0	0	----	40,014	100.00%	39,999	99.96%
Sub-Total	0	0	0	0	----	41,681	99.95%	41,681	99.95%
Sub-Total Technology Resources	2,520,400	2,688,356	2,688,356	1,918,120	71.35%	1,922,569	67.41%	2,687,486	89.04%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/18	% OF BUDGET 6/18	ACTUAL 6/17	% OF BUDGET 6/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
ENGINEERING									
Personal Services	543,000	543,000	542,920	282,469	52.03%	270,631	51.24%	378,141	82.72%
City Sponsored Pensions	87,200	87,200	87,280	87,264	99.98%	105,062	99.99%	105,088	100.01%
Sub-Total	630,200	630,200	630,200	369,733	58.67%	375,693	59.33%	483,229	85.95%
Operating Expenses	136,800	136,800	136,800	87,021	63.61%	108,229	88.57%	166,914	86.39%
Capital Outlay	0	0	0	0	----	27,771	71.21%	27,771	71.21%
Sub-Total Engineering	767,000	767,000	767,000	456,754	59.55%	511,693	64.41%	677,914	85.34%
CENTRAL GARAGE									
Personal Services	931,300	956,300	938,382	627,658	66.89%	611,017	66.41%	848,103	94.91%
City Sponsored Pensions	201,600	201,600	201,808	201,761	99.98%	216,307	99.91%	216,380	99.94%
Sub-Total	1,132,900	1,157,900	1,140,190	829,419	72.74%	827,324	72.79%	1,064,483	95.89%
Operating Expenses	281,400	381,400	399,110	317,952	79.67%	174,879	61.76%	247,338	79.87%
Capital Outlay	170,000	170,000	170,000	33,300	19.59%	41,867	85.55%	13,662	27.92%
Sub-Total Central Garage	1,584,300	1,709,300	1,709,300	1,180,671	69.07%	1,044,070	71.09%	1,325,483	90.25%
TOTAL EXPENSES	\$ 4,956,200	5,249,156	5,249,156	3,615,636	68.88%	3,538,657	68.07%	4,784,761	88.89%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2018
(Unaudited)**

PROGRAM	FY 2018					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2018 ACTUAL 6/18	% OF BUDGET 6/18
AIRPORT						
Aircraft Rescue & Firefighting Facility (ARFF)	\$ 773,300	835,300	838,300	3,000	555,343	66.25%
Airport Administration	3,405,200	3,409,584	3,404,884	(4,700)	2,260,221	66.38%
Maintenance	11,685,200	14,364,213	14,361,213	(3,000)	8,065,579	56.16%
Operations	894,700	894,700	894,100	(600)	640,972	71.69%
Security	949,900	949,900	955,200	5,300	722,299	75.62%
Sub-total	<u>17,708,300</u>	<u>20,453,697</u>	<u>20,453,697</u>	<u>-</u>	<u>12,244,414</u>	59.86%
CITY CLERK						
Administration of Legal Documents	36,400	36,400	36,100	(300)	21,980	60.89%
City Elections/Appointments	25,700	25,700	25,700	-	18,341	71.37%
City Council Meetings Preparation	68,500	68,500	68,800	300	48,910	71.09%
Sub-total	<u>130,600</u>	<u>130,600</u>	<u>130,600</u>	<u>-</u>	<u>89,231</u>	68.32%
CITY COUNCIL						
Audit	99,700	196,300	196,300	-	184,126	93.80%
City Council Support	288,400	301,800	301,800	-	119,960	39.75%
Office of the City Council	319,000	403,459	406,459	3,000	149,569	36.80%
Sub-total	<u>707,100</u>	<u>901,559</u>	<u>904,559</u>	<u>3,000</u>	<u>453,655</u>	50.15%
COMMUNITY REDEVELOPMENT AGENCY - CRA						
Asset Maintenance and Operation	248,900	508,826	633,526	124,700	221,258	34.92%
Community Policing	100,000	100,000	100,000	-	66,689	66.69%
Enlivening Public Spaces	30,000	30,000	-	(30,000)	-	----
Non-Capital Projects and Activities	336,600	1,395,501	1,268,804	(126,697)	216,883	17.09%
Redevelopment Plan Implementation	437,300	753,793	785,790	31,997	470,080	59.82%
2009 ECUA/WWTP Relocation	1,300,000	1,300,000	1,300,000	-	1,300,000	100.00%
Eastside Redevelopment Area Plan Implementation	30,600	645,363	645,363	-	42,353	6.56%
Westside Redevelopment Area Plan Implementation	32,100	150,492	150,492	-	48,325	32.11%
Sub-total	<u>2,515,500</u>	<u>4,883,975</u>	<u>4,883,975</u>	<u>-</u>	<u>2,365,588</u>	48.44%
FINANCIAL SERVICES						
Accounting	385,200	385,200	394,500	9,300	286,634	72.66%
Budget	52,000	52,000	50,100	(1,900)	36,026	71.91%
Contract & Lease Services	91,700	91,700	102,000	10,300	83,799	82.16%
Payroll	194,900	194,900	185,700	(9,200)	139,642	75.20%
Purchasing	87,600	127,679	119,179	(8,500)	96,494	80.97%
Sub-total	<u>811,400</u>	<u>851,479</u>	<u>851,479</u>	<u>-</u>	<u>642,595</u>	75.47%
FINANCIAL SERVICES - RISK MANAGEMENT SERVICES						
Risk Management Services	1,309,900	1,509,900	1,509,900	-	751,751	49.79%
Sub-total	<u>1,309,900</u>	<u>1,509,900</u>	<u>1,509,900</u>	<u>-</u>	<u>751,751</u>	49.79%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2018
(Unaudited)**

PROGRAM	FY 2018					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2018 ACTUAL 6/18	% OF BUDGET 6/18
FINANCIAL SERVICES - MAIL ROOM						
Mail Room	84,500	84,500	84,500	-	60,091	71.11%
Sub-total	84,500	84,500	84,500	-	60,091	71.11%
FINANCIAL SERVICES - TECHNOLOGY RESOURCES						
Information Management	998,300	1,110,956	1,102,200	(8,756)	690,707	62.67%
Network/System Management	1,085,200	1,140,500	1,156,630	16,130	923,443	79.84%
Public Safety	235,500	235,500	231,700	(3,800)	164,499	71.00%
Technology Resources Adminstration	201,400	201,400	197,826	(3,574)	139,471	70.50%
Sub-total	2,520,400	2,688,356	2,688,356	-	1,918,120	71.35%
FIRE						
Administrative Support	404,100	404,700	441,350	36,650	316,410	71.69%
City Emergency Management	11,500	11,500	11,600	100	9,209	79.39%
Emergency Operations - Fire Suppression	7,303,100	7,439,200	7,422,560	(16,640)	5,644,214	76.04%
Emergency Operations - Rescue	430,700	438,600	391,400	(47,200)	294,127	75.15%
Facilities and Apparatus Management	843,800	888,800	877,700	(11,100)	634,271	72.27%
Fire Cadet	187,000	187,000	182,100	(4,900)	128,526	70.58%
Fire Code Enforcement	222,000	226,500	274,740	48,240	207,767	75.62%
Marine Operations	42,700	56,903	56,903	-	38,994	68.53%
Technical Support to City	11,500	11,500	11,600	100	9,209	79.39%
Training	143,900	147,300	142,050	(5,250)	110,364	77.69%
Sub-total	9,600,300	9,812,003	9,812,003	-	7,393,091	75.35%
HOUSING						
HOME Program	133,700	285,069	285,069	-	160,814	56.41%
SHIP Program	74,500	120,908	120,908	-	61,060	50.50%
Sub-total	208,200	405,977	405,977	-	221,874	54.65%
HOUSING - CDBG						
Community Development Block Grant (CDBG) Program	350,900	351,188	236,388	(114,800)	169,337	71.64%
Housing Rehabilitation	508,500	650,563	765,363	114,800	623,864	81.51%
Sub-total	859,400	1,001,751	1,001,751	-	793,201	79.18%
HOUSING - SECTION 8						
Section 8 Housing Assistance Payments Program Fund	17,841,600	17,908,404	17,908,404	-	12,790,136	71.42%
Sub-total	17,841,600	17,908,404	17,908,404	-	12,790,136	71.42%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2018
(Unaudited)**

PROGRAM	FY 2018					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2018 ACTUAL 6/18	% OF BUDGET 6/18
HUMAN RESOURCES						
Human Resources Administration	375,200	375,200	374,200	(1,000)	278,563	74.44%
Recruiting & Training	123,300	123,300	124,300	1,000	88,566	71.25%
Sub-total	498,500	498,500	498,500	-	367,129	73.65%
HUMAN RESOURCES - CLINIC						
Clinic	131,700	131,700	131,700	-	88,948	67.54%
Sub-total	131,700	131,700	131,700	-	88,948	67.54%
INSPECTION SERVICES						
Inspection Services	1,318,400	1,318,400	1,317,857	(543)	959,040	72.77%
Plan Review and Permitting	88,700	88,700	89,243	543	68,071	76.28%
Sub-total	1,407,100	1,407,100	1,407,100	-	1,027,111	72.99%
LEGAL						
Client Legal Advisory Services	140,000	140,000	126,650	(13,350)	103,808	81.96%
Legal Management and Operations Services	215,400	215,400	181,400	(34,000)	119,476	65.86%
Public Records Law Compliance and Process Services	5,800	5,800	53,150	47,350	24,610	46.30%
Sub-total	361,200	361,200	361,200	-	247,894	68.63%
MAYOR						
City Administrator/Cabinet	422,100	443,100	445,400	2,300	312,349	70.13%
Communications	125,000	125,000	153,000	28,000	68,332	44.66%
Constituent Services	157,500	157,500	127,200	(30,300)	88,236	69.37%
Office of the Mayor	119,600	119,600	119,600	-	53,231	44.51%
Sub-total	824,200	845,200	845,200	-	522,148	61.78%
NON-DEPARTMENTAL FUNDING						
Agency funding	3,014,800	3,377,921	3,374,921	(3,000)	2,814,699	83.40%
Sub-total	3,014,800	3,377,921	3,374,921	(3,000)	2,814,699	83.40%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2018
(Unaudited)**

PROGRAM	FY 2018					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2018 ACTUAL 6/18	% OF BUDGET 6/18
PARKS & RECREATION						
Aquatics	243,600	243,600	259,731	16,131	221,212	85.17%
Athletic Field Maintenance	370,200	377,150	369,491	(7,659)	288,113	77.98%
Athletics	442,600	446,100	468,334	22,234	342,471	73.13%
Office of the Director (Administration)	829,000	829,000	825,333	(3,667)	588,170	71.26%
Park Administration & Maintenance	2,376,900	2,582,650	2,445,247	(137,403)	1,909,530	78.09%
Recreation/Resource Center Administration	753,200	753,200	868,821	115,621	600,344	69.10%
Resource Center	907,500	907,500	879,769	(27,731)	554,784	63.06%
Senior Center	190,400	190,400	193,569	3,169	144,910	74.86%
Volunteer & Outdoor Pursuits	66,400	66,400	20,705	(45,695)	2,281	11.02%
Sub-total	6,179,800	6,396,000	6,331,000	(65,000)	4,651,815	73.48%
PARKS & RECREATION - GOLF						
Osceola Golf Course	777,100	781,554	781,554	-	579,426	74.14%
Sub-total	777,100	781,554	781,554	-	579,426	74.14%
PARKS & RECREATION - TENNIS						
Roger Scott Tennis Center	312,200	312,200	312,200	-	151,129	48.41%
Sub-total	312,200	312,200	312,200	-	151,129	48.41%
PARKS & RECREATION - CMP						
Community Maritime Park Cultural Events	1,181,900	1,440,172	1,440,172	-	725,152	50.35%
Sub-total	1,181,900	1,440,172	1,440,172	-	725,152	50.35%
PENSACOLA ENERGY						
Customer Service	1,008,300	1,010,084	1,014,984	4,900	722,580	71.19%
Gas Construction	4,422,300	4,648,566	4,830,166	181,600	2,663,375	55.14%
Gas Cost	18,228,800	18,228,800	18,442,800	214,000	13,531,725	73.37%
Gas Marketing	2,115,000	2,118,200	2,560,800	442,600	1,674,234	65.38%
Gas Operations	10,072,300	10,618,173	11,236,373	618,200	8,549,396	76.09%
Gas Renewal & Replacement	3,853,600	4,460,705	2,630,705	(1,830,000)	1,645,587	62.55%
Gas Training	298,200	298,200	339,300	41,100	213,580	62.95%
Infrastructure Replacement	2,900,800	2,945,485	3,264,845	319,360	459,097	14.06%
Sub-total	42,899,300	44,328,213	44,319,973	(8,240)	29,459,574	66.47%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2018
(Unaudited)**

PROGRAM	FY 2018					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2018 ACTUAL 6/18	% OF BUDGET 6/18
PLANNING SERVICES						
Business Licenses	42,000	42,000	42,500	500	28,739	67.62%
Neighborhood Planning	47,500	47,500	47,500	-	15,483	32.60%
Pensacola Neighborhood Challenge (PNC)	24,900	109,943	109,943	-	2,995	2.72%
Planning Services	725,000	725,000	724,500	(500)	499,269	68.91%
Sub-total	839,400	924,443	924,443	-	546,486	59.12%
POLICE						
Administration - Chief's Office	1,924,100	1,927,143	1,823,284	(103,859)	1,250,894	68.61%
Cadets	346,600	346,600	266,275	(80,325)	174,812	65.65%
Central Records	455,600	455,600	450,000	(5,600)	274,561	61.01%
Communications Center	1,627,400	1,627,400	1,648,910	21,510	1,158,502	70.26%
Community Oriented Policing Squad	1,136,500	1,156,500	1,122,674	(33,826)	780,169	69.49%
Crime Scene Investigation	729,000	729,000	730,625	1,625	586,794	80.31%
Criminal Intelligence Unit	85,300	85,300	89,458	4,158	65,117	72.79%
Criminal Investigation Unit	2,202,200	2,202,200	2,192,558	(9,642)	1,754,293	80.01%
Neighborhood Unit	564,300	564,300	778,314	214,014	533,102	68.49%
Property Management	367,400	478,495	483,545	5,050	350,181	72.42%
School Resource Office (SRO)	643,600	643,600	655,194	11,594	484,098	73.89%
Traffic	971,800	971,800	999,018	27,218	848,229	84.91%
Training/Personnel	677,300	677,300	674,398	(2,902)	518,643	76.90%
Uniform Patrol	9,625,300	9,792,400	9,734,415	(57,985)	7,439,575	76.43%
Vice & Narcotics	583,100	583,100	592,070	8,970	490,072	82.77%
Sub-total	21,939,500	22,240,738	22,240,738	-	16,709,042	75.13%
PORT						
Administration	340,100	384,453	554,554	170,101	433,531	78.18%
Business & Trade Development	208,600	208,600	164,566	(44,034)	125,418	76.21%
Operations & Maintenance	900,800	900,800	723,813	(176,987)	524,876	72.52%
Seaport Security	328,400	328,400	350,779	22,379	240,020	68.42%
Federal/State Matching Grant	-	47,585	76,126	28,541	47,584	62.51%
Sub-total	1,777,900	1,869,838	1,869,838	-	1,371,429	73.34%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2018
(Unaudited)**

PROGRAM	FY 2018					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2018 ACTUAL 6/18	% OF BUDGET 6/18
PUBLIC WORKS & FACILITIES - GENERAL FUND						
Building Maintenance Administration	171,600	222,973	424,387	201,414	115,248	27.16%
City Facility Maintenance & Repair	1,274,400	1,483,757	1,429,672	(54,085)	972,429	68.02%
Daily Operations	260,000	261,494	259,831	(1,663)	167,440	64.44%
Resource Center Maintenance	166,600	220,279	218,018	(2,261)	72,871	33.42%
Street Daily Operation	680,000	681,494	637,426	(44,068)	419,061	65.74%
Traffic Signals & Street Lighting	1,386,400	1,444,685	1,409,600	(35,085)	987,953	70.09%
Traffic Striping	40,800	40,800	41,548	748	28,008	67.41%
Sub-total	<u>3,979,800</u>	<u>4,355,482</u>	<u>4,420,482</u>	<u>65,000</u>	<u>2,763,010</u>	62.50%
PUBLIC WORKS & FACILITIES - STORMWATER FUND						
Stormwater Operation & Maintenance	1,757,800	1,768,650	1,781,352	12,702	1,337,328	75.07%
Street Sweeping FDOT Roadways	45,400	45,400	53,372	7,972	43,822	82.11%
Street Sweeping Operation & Maintenance	1,261,300	1,261,300	1,240,626	(20,674)	1,044,750	84.21%
Sub-total	<u>3,064,500</u>	<u>3,075,350</u>	<u>3,075,350</u>	<u>-</u>	<u>2,425,900</u>	78.88%
PUBLIC WORKS & FACILITIES - CENTAL SERVICES FUND						
Plan Review	79,300	79,300	79,200	(100)	36,767	46.42%
Project Design	317,300	317,300	316,610	(690)	174,548	55.13%
Project Management	359,300	359,300	359,474	174	236,678	65.84%
Survey Operations Coordination	11,100	11,100	11,716	616	8,761	74.78%
Sub-total	<u>767,000</u>	<u>767,000</u>	<u>767,000</u>	<u>-</u>	<u>456,754</u>	59.55%
SANITATION SERVICES						
Code Enforcement	1,235,800	1,235,800	1,233,800	(2,000)	932,891	75.61%
Code Enforcement-Zoning/Housing	103,700	103,700	103,700	-	77,180	74.43%
Recycling Collection	983,800	1,502,769	1,479,769	(23,000)	1,093,264	73.88%
Residential Garbage Collection	3,568,400	3,829,951	3,833,300	3,349	3,083,289	80.43%
Transfer Station	369,000	369,000	387,000	18,000	279,767	72.29%
Yard Trash/Bulk Waste Collection	1,744,000	1,744,000	1,747,651	3,651	1,177,915	67.40%
Sub-total	<u>8,004,700</u>	<u>8,785,220</u>	<u>8,785,220</u>	<u>-</u>	<u>6,644,306</u>	75.63%
SANITATION SERVICES - GARAGE						
Central Garage	1,584,300	1,709,300	1,709,300	-	1,180,671	69.07%
Sub-total	<u>1,584,300</u>	<u>1,709,300</u>	<u>1,709,300</u>	<u>-</u>	<u>1,180,671</u>	69.07%
TOTAL	<u>\$ 153,842,100</u>	<u>164,239,332</u>	<u>164,231,092</u>	<u>(8,240) *</u>	<u>112,456,370</u>	68.47%

* IN PENSACOLA ENERGY, FUNDS WERE TRANSFERRED TO DEBT SERVICE, WHICH IS NOT A PROGRAM.

City of Pensacola, Florida
Investment Schedule
As of June 30, 2018
(Unaudited)

<u>POOLED INVESTMENTS</u>		<u>Invest Type</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Market Value</u>
BankUnited	1815051005	CD	07/20/17	07/20/18	1.40%	20,000,000.00	20,000,000.00
Servis1st Bank	169540	CD	08/05/17	08/05/18	1.36%	10,000,000.00	10,000,000.00
Compass	6752271214	CD	09/01/17	08/31/18	1.41%	10,000,000.00	10,000,000.00
Compass	6752309920	MM	09/01/17		1.05%	5,000,000.00	5,000,000.00
Florida Community Bank	218829900	CD	09/27/17	09/27/18	1.09%	20,000,000.00	20,000,000.00
Hancock	705078	CD	12/04/17	12/04/18	1.65%	10,000,000.00	10,000,000.00
Compass	6754744594	CD	12/04/17	12/04/18	1.60%	5,000,000.00	5,000,000.00
BankUnited	1815080379	CD	12/05/17	12/05/18	1.61%	5,000,000.00	5,000,000.00
Florida Community Bank	2161808901	CD	12/05/17	12/05/18	1.72%	10,000,000.00	10,000,000.00
Compass	6756354238	CD	02/06/18	11/06/18	1.70%	10,000,000.00	10,000,000.00
BankUnited	1815081906	CD	02/07/18	11/07/18	1.81%	5,000,000.00	5,000,000.00
Hancock	706752	CD	02/07/18	02/07/19	1.79%	10,000,000.00	10,000,000.00
Servis1st Bank	1723237	CD	05/31/18	05/31/19	2.39%	10,000,000.00	10,000,000.00
<u>City's- GCA (checking account)</u>							
Wells Fargo Bank	Public Now Account		ERC .35% up to fees and .10% on excess balance			24,001,537.89	24,001,537.89
TOTAL INVESTMENTS						\$ 154,001,537.89	\$ 154,001,537.89

Money Market interest rates are good through June 30, 2018.

Wells Fargo Bank is the City's primary depository, expires June 30, 2019.

**CITY OF PENSACOLA
DEBT SERVICE SCHEDULE
June 30, 2018
(Unaudited)**

	BALANCE 09/30/17	ADDITION OR (RETIREMENT) OF PRINCIPAL	BALANCE 06/30/18	REQUIRED RESERVES ^(a)	FUTURE INTEREST	MATURITY DATE
2008 AIRPORT TAXABLE CFC REVENUE NOTE	8,800,000.00	0.00	8,800,000.00	0.00	285,156.69 ^(b)	12/31/18
2008 AIRPORT REVENUE BONDS ^(f)	31,475,000.00	(730,000.00)	30,745,000.00	3,325,607.53	24,077,962.50	10/01/38
2009 REDEVELOPMENT REVENUE BONDS (CMP)	42,315,000.00	(1,085,000.00)	41,230,000.00	0.00	39,442,533.08 ^(c)	04/01/40
2010 AIRPORT REVENUE REFUNDING NOTE (97B, 98A AIRPORT)	2,535,000.00	(1,250,000.00)	1,285,000.00	214,582.33	15,355.76	10/01/18
2010A-1 CAPITAL FUNDING REVENUE BONDS (2000A LOST)	1,110,000.00	(1,110,000.00)	0.00	0.00	0.00	10/01/17
2010A-2 CAPITAL FUNDING REVENUE BONDS (2000B LOST)	2,305,000.00	(2,305,000.00)	0.00	0.00	0.00	10/01/17
2010B-1 CAPITAL FUNDING REVENUE BONDS (2008 GAS/AMR)	755,000.00	(755,000.00)	0.00	0.00	0.00	10/01/17
2010B-2 CAPITAL FUNDING REVENUE BONDS (1999 GAS)	965,000.00	(965,000.00)	0.00	0.00	0.00	10/01/17
2011 GAS SYSTEM REVENUE NOTE	2,635,000.00	(505,000.00)	2,130,000.00	0.00	90,183.50	10/01/21
2015 AIRPORT REFUNDING REVENUE NOTE	11,550,000.00	(925,000.00)	10,625,000.00	795,508.58	1,411,233.75	10/01/27
2016 LOCAL OPTION GAS TAX REVENUE BOND	14,043,000.00	(1,293,000.00)	12,750,000.00	0.00	1,078,162.80	12/31/26
2016 GAS SYSTEM REVENUE NOTE	15,000,000.00	(300,000.00)	14,700,000.00	0.00	1,450,747.40	10/01/26
2016 AIRPORT FACILITIES GRANT ANTICIPATION NOTE	0.00	6,299,600.00	6,299,600.00	0.00	346,137.96 ^(b)	10/01/19
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN ^(d)	500,000.00	0.00	500,000.00	0.00	362,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,307,000.00	(62,000.00)	1,245,000.00	0.00	455,144.40	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	4,082,000.00	(194,000.00)	3,888,000.00	0.00	1,420,944.30	04/01/37
2017 AIRPORT REFUNDING REVENUE NOTE	6,300,000.00	0.00	6,300,000.00	0.00	834,951.50	10/01/27
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	0.00	25,000,000.00	25,000,000.00	0.00	3,081,014.50	10/01/28
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	0.00	7,875,000.00	7,875,000.00	0.00	4,239,468.00	04/01/40
TOTAL	\$ 145,677,000.00	27,695,600.00	173,372,600.00	4,335,698.44	78,591,945.14	

^(a) Does not include required O&M and R&R reserves.

^(b) Estimated.

^(c) Interest is shown as a gross amount. The federal government subsidy for Build America Bonds is \$13,754,110.34 for a net interest on the bonds of \$25,688,422.74.

^(d) On August 10, 2017, City Council approved Resolution 17-34 which extended the 2016 Eastside Loan through the end of the Eastside Redevelopment Trust Fund term.

^(e) Funds were drawn down on October 2, 2017.

^(f) On June 14, 2018, City Council approved Resolution 18-20 which authorized the issuance of an 2018 Airport Refunding Revenue Note to refund the outstanding principal of the 2008 Airport Revenue Bonds. Closing date is July 18, 2018.

CITY OF PENSACOLA
DEBT SERVICE SCHEDULE BY ALLOCATION
June 30, 2018
(Unaudited)

	BALANCE 09/30/17	ADDITION OR (RETIREMENT) OF PRINCIPAL	BALANCE 06/30/18	REQUIRED RESERVES ^(a)	FUTURE INTEREST	MATURITY DATE
<u>LOCAL OPTION GAS TAX FUND</u>						
2016 LOCAL OPTION GAS TAX REVENUE BOND	14,043,000.00	(1,293,000.00)	12,750,000.00	0.00	1,078,162.80	12/31/26
TOTAL LOCAL OPTION GAS TAX FUND	14,043,000.00	(1,293,000.00)	12,750,000.00	0.00	1,078,162.80	
<u>COMMUNITY REDEVELOPMENT AGENCY</u>						
2009 REDEVELOPMENT REVENUE BONDS (CMP) ^(d)	42,315,000.00	(1,085,000.00)	41,230,000.00	0.00	39,442,533.08 ^(c)	04/01/40
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN ^(e)	500,000.00	0.00	500,000.00	0.00	362,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,307,000.00	(62,000.00)	1,245,000.00	0.00	455,144.40	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	4,082,000.00	(194,000.00)	3,888,000.00	0.00	1,420,944.30	04/01/37
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	0.00	7,875,000.00	7,875,000.00		4,239,468.00	10/01/28
TOTAL COMMUNITY REDEVELOPMENT AGENCY	48,204,000.00	6,534,000.00	54,738,000.00	0.00	45,921,038.78	
<u>LOCAL OPTION SALES TAX FUND</u>						
2010A-1 CAPITAL FUNDING REVENUE BONDS (2000A LOST)	1,110,000.00	(1,110,000.00)	0.00	0.00	0.00	10/01/17
2010A-2 CAPITAL FUNDING REVENUE BONDS (2000B LOST)	2,305,000.00	(2,305,000.00)	0.00	0.00	0.00	10/01/17
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	0.00	25,000,000.00	25,000,000.00	0.00	3,081,014.50	10/01/28
TOTAL LOCAL OPTION SALES TAX FUND	3,415,000.00	21,585,000.00	25,000,000.00	0.00	3,081,014.50	
<u>GAS UTILITY FUND</u>						
2010B-1 CAPITAL FUNDING REVENUE BONDS (2008 GAS/AMR)	755,000.00	(755,000.00)	0.00	0.00	0.00	10/01/17
2010B-2 CAPITAL FUNDING REVENUE BONDS (1999 GAS)		(965,000.00)	0.00	0.00	0.00	10/01/17
2011 GAS SYSTEM REVENUE NOTE	2,635,000.00	(505,000.00)	2,130,000.00	0.00	90,183.50	10/01/21
2016 GAS SYSTEM REVENUE NOTE	15,000,000.00	(300,000.00)	14,700,000.00	0.00	1,450,747.40	10/01/26
TOTAL GAS UTILITY FUND	19,355,000.00	(2,525,000.00)	16,830,000.00	0.00	1,540,930.90	
<u>AIRPORT FUND</u>						
2008 AIRPORT TAXABLE CFC REVENUE NOTE	8,800,000.00	0.00	8,800,000.00	0.00	285,156.69 ^(b)	12/31/18
2008 AIRPORT REVENUE BONDS ^(g)	31,475,000.00	(730,000.00)	30,745,000.00	3,325,607.53	24,077,962.50	10/01/38
2010 AIRPORT REVENUE REFUNDING NOTE (97B, 98A AIRPORT)	2,535,000.00	(1,250,000.00)	1,285,000.00	214,582.33	15,355.76	10/01/18
2015 AIRPORT REFUNDING REVENUE NOTE	11,550,000.00	(925,000.00)	10,625,000.00	795,508.58	1,411,233.75	10/01/27
2016 AIRPORT FACILITIES GRANT ANTICIPATION NOTE ^(f)	0.00	6,299,600.00	6,299,600.00	0.00	346,137.96 ^(b)	10/01/19
2017 AIRPORT REFUNDING REVENUE NOTE	6,300,000.00	0.00	6,300,000.00	0.00	834,951.50	10/01/27
TOTAL AIRPORT FUND	60,660,000.00	3,394,600.00	64,054,600.00	4,335,698.44	26,970,798.16	
TOTAL	\$ 145,677,000.00	27,695,600.00	173,372,600.00	4,335,698.44	78,591,945.14	

^(a) Does not include required O&M and R&R reserves.

^(b) Estimated.

^(c) Interest is shown as a gross amount. The federal government subsidy for Build America Bonds is \$14,243,229.89 for a net interest on the bonds of \$26,666,056.37.

^(d) In prior years, bond was previously shown in the Maritime Community Park Construction Fund.

^(e) On August 10, 2017, City Council approved Resolution 17-34 which extended the 2016 Eastside Loan through the end of the Eastside Redevelopment Trust Fund term.

^(f) Funds were drawn down on October 2, 2017.

^(g) On June 14, 2018, City Council approved Resolution 18-20 which authorized the issuance of an 2018 Airport Refunding Revenue Note to refund the outstanding principal of the 2008 Airport Revenue Bonds. Anticipated closing date is July 18, 2018.

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
June 30, 2018
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
ALLEN NORTON & BLUE P A	\$60,970.20	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	217,457.70	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	59,863.93	Bond Counsel
CARLTON FIELDS JORDEN BURT	15,469.54	Environmental and Real Estate
GRAY ROBINSON PA	66,208.12	Fee, Tax and Pension Plan Compliance
GUNSTER YOAKLEY & STEWART PA	18,496.82	Natural Gas Matters
HAND ARENDALL HARRISON SALE	17,878.95	Contract and Real Estate Law
HARRISON SALE MCCLOY & JACKSON	18,210.76	Contract and Real Estate Law
JOLLY & PETERSON PA	66,468.94	Police Liability Claims
LOCKE LORD LLP	2,500.00	Bond Disclosure Counsel and New Market Tax Credits
MCCARTER & ENGLISH LLP	38,731.75	Natural Gas Industry
PHILIP A BATES PA	150.00	Sanitation Matters
PLAUCHE MASELLI PARKERSON LLP	19,874.45	Utility Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	47,360.43	Workers Compensation and Liability Claims
RAY, JR LOUIS F	22,968.00	Code Enforcement Special Magistrate
RODERIC G. MAGIE, PA	32,152.61	Workers Compensation Claims
STEINMEYER FIVEASH LLP	28,536.61	Environmental and Property Matters
THE HAMMONS LAW FIRM PA	304.50	Code Enforcement Lien Foreclosures
WILSON HARRELL & FARRINGTON PA	155,896.99	Claims and Litigation
WOODEN LAW FIRM PC	51,505.00	Land Development Matters
REPORT TOTAL	<u>\$941,005.30</u>	

Financial Report

City of Pensacola

3rd Quarter Financial Statement

Nine Months Ending June 30, 2018



FY 2018 Issues

- Growth in the Economy Continues
- Half-Cent Sales Tax , Local Option Sales Tax (PFP), & Ad Valorem Revenues
 - Positive Growth
- Expenditures in total, in line with Budgeted Projections
- Interest Rates
- Legal Services and Fees



General Fund

- In Total, Revenues Exceeded Budget
 - Attributed to Property Tax, Local Business Tax Revenues & Transfer from Pensacola Energy
 - Street Light Maintenance & Traffic Signal Revenue Exceeded Budget
 - Franchise Fees & Public Service Tax – **+\$628,700** or **6.01%** Up
 - Half-Cent Sales Tax – **+\$220,800** or **7.72%** Up
 - Communication Services Tax – **+\$90,700** or **4.68%** Up
 - Municipal Revenue Sharing – **+\$34,300** or **2.03%** Up



General Fund

- Escambia County School Board - School Resource Officer(SRO) Revenue is anticipated to be below budget
 - School Resource Officer(SRO) Revenue - **\$22,000**
Down
- In Total, Revenues Projected to Meet or Exceed budget
- General Fund Transfer to Stormwater Capital is below budget
- Third Quarter Expenditures, In Total, Within Budget



Tree Planting Trust Fund

- Revenue and Expenditures Recorded in General Fund
 - Total Contributions Plus Interest Income - \$3,000
 - Expenditures/Encumbrances - \$0
 - City Council Voted to move \$300,000 to a reserved account
 - To this date no review has been scheduled by City Council
 - End of Third Quarter Unencumbered Balance - \$388,567



Housing Initiatives Fund/Inner City Housing Initiatives Fund

- Revenue and Expenditures Recorded in General Fund
 - Housing Initiative Fund :
 - Third Quarter Total Contributions - \$251,500
 - Expenditures/Encumbrances - \$90,100
 - End of Third Quarter Housing Incentive Fund Balance - \$161,374
 - Pensacola Inner City Community Redevelopment Area
 - City Council Allocated funds August 10, 2017 - \$440,000



Special Revenue Funds

- Local Option Gasoline Tax Fund
 - Revenue equaled Budget through 3rd Quarter
 - Expenditures will not Exceed Budget for the fiscal year



Special Revenue Funds

- Stormwater Utility Fund
 - Revenue of \$2,720,317 Represents 98.21% of Budget
 - Expenditures are Consistent with Budget for 3rd Quarter
 - Stormwater Utility Fee
 - Appears Will not meet budgeted level - **\$44,800** Down
 - Airport Parcels Will Receive Credits
 - State Right of Way Maintenance - **\$189,900** Down
 - Additional State Contract Not Received
 - Revenues Same as FY 2017- \$99,600



Special Revenue Funds

- Municipal Golf Course Fund
 - Expenditures Exceeded Revenue by **\$222,300**
Before General Fund Subsidy (\$165,000)
 - **\$24,000** below FY 2017 3rd Quarter Revenues
 - Decrease in Revenue Due to Extreme weather during FY 2018



Special Revenue Funds

- **Municipal Golf Course Fund**

- 15,174 Rounds played in 3rd Quarter of FY 2018 - a decrease of **843** Rounds from FY 2017
- 4,829 of Driving Range usage in 3rd Quarter of FY 2018 - an increase of **858** Driving Range usage from FY 2017
- Concession payments are current through the 3rd quarter of FY 2018
- Expenditures Consistent with Budget

- **Inspection Services Fund**

- In total, Revenues Exceeded Expenditures By **\$82,200**
- Revenues **\$118,600** below Prior Year
- Expenditures are Anticipated to be Within Budget by Fiscal Year End



Special Revenue Funds

■ Roger Scott Tennis Center

- Expenditures Exceeded Revenues by **\$42,200**
- Revenues **\$45,400** below Prior Year
- Awarded Contract for Operation & Management of Roger Scott Tennis Center to Gulf Coast Tennis Group, LLC on November 9, 2017
 - Began Operation in January 2018
 - City receives minimum annual guaranteed revenue of \$125,000
 - Estimated to fund City's cost of Operations



Special Revenue Funds

- Community Maritime Park Management Services Fund
 - Community Maritime Park
 - New Market Tax Credit (NMTC) Completed
 - Assets & Liabilities of Community Maritime Park Associates, Inc. (CMPA) transferred to City
 - CMPA dissolved June 2017
 - FY 2018 First Full Year Of Operations By The City
 - Revenues and Appropriated Fund Balance Exceeded Expenditures by **\$22,800**
 - Majority of the Revenues Will be Received or Accrued in 4th Quarter
 - Expenses Consistent with Budget



Capital Projects Funds

- Local Option Sales Tax Fund
 - Revenues Exceeded Budget by **\$434,700** or **8.50%** Up
 - Expenditures in Total, Consistent with Budget
 - Extension of Local Option Sales Tax (Fourth Series)
- Local Option Gasoline Tax Series 2016 Project Fund
 - Approved by City Council on July 14, 2016
 - Prior Year Expenditures Through 3rd Quarter represent First Phase
 - Expenditures Through 3rd Quarter of FY 2018 represents the Third Phase
 - Council approved project list for Phase II on the December 14, 2017 and Contracts awarded February 8, 2018



Capital Projects Funds

- Stormwater Capital Projects Fund
 - General Fund Transfer Equaled Collection - \$2,726,600
 - Expenditures Within Budget



Enterprise Funds

■ Gas Utility Fund

- Fund Balance and Operating Revenue Exceeded Gas Operating Expenses and Encumbrances by **\$3,938,800**
- Third Quarter FY18 Revenues exceed FY17 Revenues by **\$5,084,300**
 - Due to Colder Temperatures During Early Spring
- FY17 Reserve Shortfall - \$3.94 million
 - Additional \$0.10 per Ccf - \$1,439,402
- Infrastructure Cost Recovery Fee - \$2,990,474
- In total, Expenses Consistent with Budget



Enterprise Funds

■ Sanitation Fund

- Fund Balance and Operating Revenue Exceeded Operating Expenses and Encumbrances by **\$194,800**
 - Fund Revenues were **\$389,300** above FY 17 Revenues
- Expenses Consistent with Budget



Enterprise Funds

■ Port of Pensacola

- Fund Balance and Revenues Below Expenses and Encumbrances by **\$231,300**
- Revenues Below FY 17 Revenues By **\$34,100**
 - Decrease in Property Rental, Wharfage, and Dockage
 - Result of fewer vessel dockage days
 - Attributable to the depressed state of offshore oil and gas industry



Enterprise Funds

■ Port of Pensacola

- FY 17 Expenditures Exceed Revenues by **\$721,400**
 - FY17 Reserve Balance of \$370,733
 - FY 18 If Pattern Continues Will be Short by **\$330,000**
- Expenses, In Total, are below Budget
 - Expenses **\$193,500** less than FY 2017 for same time period
 - Staff Continues to Operate at Minimal Cost
- All Port Lease Payments are Current
- Offshore Inland – Balance of **\$450,020.30**
 - \$12,020.30 – Current
 - \$0 – More than 30 days past due
 - \$438,000 – More than 120 days past due



Enterprise Funds

- Port of Pensacola

- Update Offshore Inland

- Over 120 Days

- June 30, 2018 - \$438,000.00

- An Establishment of payment plan incorporated into an amendment to tenants lease approved by City Council
 - \$10,000 Installment Payments until full repayment of debt
 - Includes \$363,000 in invoices being held in abeyance pending construction of an overhead crane Facility in Port Warehouse #1



Enterprise Funds

■ Airport Fund

- Fund Balance and Revenue Exceeded Expenses and Encumbrances by **\$7.0 million**
- Passenger Traffic Increased by 19.34% Compared to Third Quarter of FY 2017
 - Increase Due to Improved Air Service & General Economic Conditions
- Airport Revenues were **\$1,246,600** above FY 2017
 - Airline Revenues **\$36,300** above prior fiscal year
 - Non-Airline Revenues Exceeded prior fiscal year by **\$1,210,300**
 - Due to three new revenue sources: Cargo Landing Fees, Cargo Apron Area Rental, and Baggage Handling System
 - Parking Lot Revenue was **\$282,600** over prior year
- FAA Lease Agreement for FASCO tower in negotiations
- Expenses Consistent with Budget



Internal Service Funds

- Insurance Retention Fund/Central Services Fund
 - Provide Services To the City's Other Operating Funds
 - Revenues and Expenses Consistent With Budgeted Levels



Investment and Debt Service Schedules

- Provided For Information
 - Listing of City Investments
 - Listing of City's Debt Issues
 - Interest Rates



Legal Costs Schedule

- Schedule of legal costs paid to attorneys and/or firms who have provided services to the City



Legal Costs Schedule

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
June 30, 2018
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
ALLEN NORTON & BLUE P A	\$60,970.20	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	217,457.70	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	59,863.93	Bond Counsel
CARLTON FIELDS JORDEN BURT	15,469.54	Environmental and Real Estate
GRAY ROBINSON PA	66,208.12	Fee, Tax and Pension Plan Compliance
GUNSTER YOAKLEY & STEWART PA	18,496.82	Natural Gas Matters
HAND ARENDALL HARRISON SALE	17,878.95	Contract and Real Estate Law
HARRISON SALE MCCLOY & JACKSON	18,210.76	Contract and Real Estate Law
JOLLY & PETERSON PA	66,468.94	Police Liability Claims
LOCKE LORD LLP	2,500.00	Bond Disclosure Counsel and New Market Tax Credits
MCCARTER & ENGLISH LLP	38,731.75	Natural Gas Industry
PHILIP A BATES PA	150.00	Sanitation Matters
PLAUCHE MASELLI PARKERSON LLP	19,874.45	Utility Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	47,360.43	Workers Compensation and Liability Claims
RAY, JR LOUIS F	22,968.00	Code Enforcement Special Magistrate
RODERIC G. MAGIE, PA	32,152.61	Workers Compensation Claims
STEINMEYER FIVEASH LLP	28,536.61	Environmental and Property Matters
THE HAMMONS LAW FIRM PA	304.50	Code Enforcement Lien Foreclosures
WILSON HARRELL & FARRINGTON PA	155,896.99	Claims and Litigation
WOODEN LAW FIRM PC	51,505.00	Land Development Matters
REPORT TOTAL	<u>\$941,005.30</u>	



Financial Report

City of Pensacola

3rd Quarter Financial Statement

Nine Months Ending June 30, 2018

