



City of Pensacola

Agenda Conference

Agenda

Monday, December 12, 2022, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

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

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. [22-01161](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL
PRESIDENT DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of \$500 to Youths Left Behind Corp.
from the City Council Discretionary Funds for District 7.

Sponsors: Delarian Wiggins
2. [22-01166](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER
JARED MOORE - DISTRICT 4.

Recommendation: That City Council approve funding of \$1,000 to ARC Gateway, \$1,000
to the Pensacola's Finest Foundation and \$1,000 to the Escambia
Sheriff's Foundation from the City Council Discretionary Funds for
District 4.

Sponsors: Jared Moore
3. [22-01167](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER
JENNIFER BRAHIER - DISTRICT 1

Recommendation: That City Council approve funding of \$5,000 to Pensacola Habitat for
Humanity and \$1,000 to Project Empower of Northwest Florida from
the City Council Discretionary Funds for District 1.

Sponsors: Jennifer Brahier

4. [22-01192](#) LEASE RENEWAL - FOURTH AMENDMENT TO THE BANK OF AMERICA ATM FACILITY LEASE AGREEMENT
- Recommendation:** That City Council approve the Fourth Amendment to the ATM Facility Lease Agreement between the City of Pensacola and Bank of America, N.A.. Further, that City Council authorize the Mayor to take actions necessary to execute and administer this Agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:** D.C. Reeves
- Attachments:** [4th Amendment to Bank of America ATM Lease Agreement - Dec 20](#)
5. [22-01197](#) PLACEMENT OF A PARK BENCH AND NAME PLATE IN BARTRAM PARK, UNDER AN OAK TREE OVERLOOKING THE SCULPTURE IN HONOR OF LOUISE HOLLIDAY HOLDEN
- Recommendation:** That City Council approve the placement of a park bench and name plate in Bartram Park, under an oak tree overlooking the sculpture in honor of Louise Holliday Holden.
- Sponsors:** Allison Patton
- Attachments:** [Park Amenity Dedication Form - Louise Holliday Holden](#)
[22-10-20 Minutes Unapproved -- Parks & Rec Board](#)
6. [22-01073](#) AWARD OF CONTRACT RFP NO. 22-047 FOR OPERATION OF PUBLIC PARKING FACILITY AT PENSACOLA INTERNATIONAL AIRPORT
- Recommendation:** That City Council approve the ranking of the selection committee for RFP No. 22-047 for operation of the public parking facility at Pensacola International Airport and award a contract to LAZ Florida Parking, LLC, submitting the best proposal. Further, that City Council authorize the mayor to take those actions necessary to execute and administer this contract consistent with the proposal, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:** D.C. Reeves
- Attachments:** [RFP 22-047 Airport Parking Management Final Tabulation of Proposals](#)
[RFP 22-047 Airport Parking Management Vendor Reference List](#)
[RFP 22-047 Airport Parking Management Final Scoring Matrix](#)
[Contract between City of Pensacola and LAZ Florida Parking, LLC](#)

7. [22-01136](#) AIRPORT - APPROVAL OF AMENDMENT NO. 1 TO LEASE NO. HSBP-7120-L-IN0487 WITH THE UNITED STATES OF AMERICA - CUSTOMS AND BORDER PROTECTION
- Recommendation:** That City Council approve the Amendment No. 1 to Lease No. HSBP-7120-L-IN0487 between the City of Pensacola and the United States of America. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:** D.C. Reeves
- Attachments:** [Pensacola GAF HSBP-7120-L-IN0487 LA 1](#)
8. [22-01151](#) AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR GRANT ADMINISTRATION SERVICES FOR ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT #04-79-07378 WITH EMERALD COAST REGIONAL PLANNING COUNCIL
- Recommendation:** That City Council approve Amendment No. 1 between the City of Pensacola and Emerald Coast Regional Planning Council. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:** D.C. Reeves
- Attachments:** [Interlocal Agreement with Emerald Coast Regional Council EDA Grant Amended and Restated Interlocal Agreement with Emerald Coast Regional Council Amendment 1 to Amended and Restated Interlocal Agreement Emerald Coast Regional Planning Council](#)
9. [22-01181](#) CITY OF PENSACOLA 2022 AFFORDABLE HOUSING INCENTIVE PLAN REVIEW REPORT
- Recommendation:** That City Council approve the City of Pensacola 2022 Affordable Housing Incentive Plan Review report submitted by the Affordable Housing Advisory Committee (AHAC) for submission to the Florida Housing Finance Corporation in accordance with Section 420.9076, Florida Statutes.
- Sponsors:** D.C. Reeves
- Attachments:** [City of Pensacola 2022 Affordable Housing Incentive Plan Review Report](#)

10. [22-01182](#) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LEGAL SERVICES PROGRAM AGREEMENT WITH LEGAL SERVICES OF NORTH FLORIDA, INC.
- Recommendation:* That City Council approve a Legal Services Program Agreement between the City of Pensacola and Legal Services of North Florida, Inc. for \$20,000 under the Community Development Block Grant (CDBG) Program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Program Agreement consistent with the terms of the Agreement and Mayor's Executive Powers as granted in the City Charter.
- Sponsors:* D.C. Reeves
- Attachments:* [CDBG Legal Services Program Agreement](#)
11. [22-01050](#) APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH PENSACOLA OUTRIGGER CANOE CLUB RELATED TO UTILIZATION OF BAYVIEW PARK
- Recommendation:* That the City Council approve a Memorandum of Understanding with the Pensacola Outrigger Canoe Club and the City of Pensacola Parks and Recreation Department for specific responsibilities of both parties during utilization of Bayview Park. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:* D.C. Reeves
- Attachments:* [Memorandum of Understanding - Pensacola Outrigger Canoe Club](#)
12. [22-01183](#) APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH PENSACOLA CHILDREN'S CHORUS FOR "PENSACOLA SINGS" TO OFFER A CHORUS PROGRAM TO BENEFIT AND ENRICH YOUTHS
- Recommendation:* That the City Council approve a Memorandum of Understanding with the Pensacola Children's Chorus for "Pensacola Sings" and the City of Pensacola Parks and Recreation Department. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:* D.C. Reeves
- Attachments:* [Pensacola Childrens Chorus Agreement for Pensacola Sings 12-5-2](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

13. [22-01164](#) APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD
CHAIRPERSON
- Recommendation:** That City Council appoint one member of the Community
Redevelopment Agency Board as Chairperson for a period of one year,
expiring December 2023.
- Sponsors:** Delarian Wiggins
- Attachments:** [Nomination Form - Teniade Broughton](#)
[Nomination Form - Jared Moore](#)
[Ballot](#)
14. [22-01179](#) APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD
VICE CHAIRPERSON
- Recommendation:** That City Council appoint one member of the Community
Redevelopment Agency Board as Vice Chairperson for a period of one
year, expiring December 2023.
- Sponsors:** Delarian Wiggins
- Attachments:** [Nomination Form - Jennfer Brahier](#)
[Ballot](#)
15. [22-01027](#) PUBLIC HEARING -ADOPTION OF AMENDMENT TO THE
COMPREHENSIVE PLAN - COASTAL MANAGEMENT ELEMENT.
- Recommendation:** That City Council conduct the second of two required public hearings
on December 15, 2022 to adopt the proposed amendment to the City's
Comprehensive Plan specific to the Coastal Management Element.
- Sponsors:** D.C. Reeves
- Attachments:** [DEO Letter - September 27, 2022](#)
[Proposed Ordinance No. 29-22](#)
[Planning Board April 12, 2022](#)

16. [29-22](#) PROPOSED ORDINANCE NO. 29-22 - ADOPTION OF AMENDMENT
TO THE COMPREHENSIVE PLAN - COASTAL MANAGEMENT
ELEMENT

Recommendation: That City Council adopt Proposed Ordinance No. 29-22 on second reading.

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

Sponsors: D.C. Reeves

Attachments: [Proposed Ordinance No. 29-22](#)
[DEO Letter - September 27, 2022.pdf](#)
[Planning Board Minutes April 12 2022 - DRAFT](#)

17. [22-01028](#) PUBLIC HEARING - ADOPTION OF AMENDMENT TO THE
COMPREHENSIVE PLAN - PROPERTY RIGHTS ELEMENT.

Recommendation: That City Council conduct the second of two required public hearings on December 15, 2022, to adopt the proposed amendment to the City's Comprehensive Plan specific to the Property Rights Element.

Sponsors: D.C. Reeves

Attachments: [DEO Letter - September 27, 2022](#)
[Proposed Ordinance No. 27-22](#)
[Planning Board Minutes November 9, 2022](#)

18. [27-22](#) PROPOSED ORDINANCE NO. 27-22 - ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - PROPERTY RIGHTS ELEMENT
- Recommendation:** That City Council adopt Proposed Ordinance No. 27-22 on second reading.
- AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, PROPERTY RIGHTS ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:** D.C. Reeves
- Attachments:** [Proposed Ordinance No. 27-22](#)
[DEO Letter - September 27, 2022.pdf](#)
[Planning Board Minutes November 9, 2021](#)
19. [22-01127](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - GROVE PARK SUBDIVISION
- Recommendation:** That City Council conduct a quasi-judicial hearing on December 15, 2022, to consider approval of the Final Subdivision Plat, Grove Park Subdivision.
- Sponsors:** D.C. Reeves
- Attachments:** [Grove Park Subdivision Final Plat Application](#)
[Planning Board Minutes November 8, 2022 DRAFT](#)
20. [22-01174](#) 2023 CITY COUNCIL MEETING SCHEDULE
- Recommendation:** That City Council adopt the 2023 City Council Meeting Schedule.
- Sponsors:** Delarian Wiggins
- Attachments:** [2023 Council Meeting Dates - Tentative](#)

21. [22-01204](#) ASSIGNMENT OF COUNCIL MEMBERS TO EXTERNAL BOARDS,
COMMISSIONS & AUTHORITIES FOR COUNCIL TERM 2022-2024

Recommendation: That the following external assignments be filled for a two-year period,
until new City Council Members take office in November of 2024:

EXTERNAL BOARD ASSIGNMENTS 2022-2024

Pensacola & Perdido Bays Estuary Program (1 & 1 Alt) - Moore / Bare
(alt)

Community Action Program (1) -- Bare

Community Drug & Alcohol Commission (1) -- Wiggins

Community Enterprise Investments, Inc. (1) -- Broughton

Tourist Development Council (2) - Jones, Broughton

Transportation Planning Organization (5) - Wiggins / Moore / Jones /
Bare / Patton

Juvenile Justice Council (1) -- Wiggins

Our Corner (formerly Keep Pensacola Beautiful) (1) -- Jones

Pensacola Escambia Development Commission (2) - Bare / Patton

Emerald Coast Regional Council (1) -- Patton

Ex-Officio Officer Downtown Improvement Board (1) -- Brahier

Ex Officio Officer Human Relations Commission (1) (Set to expire
10/1/2023) -- Broughton

Eastside Redevelopment Board -- Brahier

Westside Redevelopment Board -- Brahier

Urban Core Redevelopment Board -- Moore

Affordable Housing Advisory Committee (Term expiring 8/19/23) --
Wiggins

Sponsors: Delarian Wiggins

Attachments: [External Board Assignments 2022-2024](#)

22. [22-01188](#) APPROVAL TO ALLOCATE A PORTION OF LOST IV FUNDING FOR THE PAVING OF THE FIRST CITY ART CENTER PARKING LOT
- Recommendation:* That City Council approve the transfer of LOST IV funding in the amount of \$60,000 from the Pavement Management project to a project for the rehabilitation of the parking lot at the First City Art Center parking lot located at 1060 N. Guillemard St.
- Sponsors:* D.C. Reeves
- Attachments:* [Project Location Map](#)
23. [2022-115](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-115 - FY 2023 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION
- Recommendation:* That City Council adopt Supplemental Budget Resolution No. 2022-115.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* D.C. Reeves
- Attachments:* [Supplemental Budget Resolution No. 2022-115](#)
[Supplemental Budget Explanation No. 2022-115](#)
24. [2022-124](#) RESOLUTION NO. 2022-124 SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING
- Recommendation:* That City Council adopt Resolution No. 2022-124.
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA; SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING TO DESIGN AND CONSTRUCT A MULTI-USE PATH AT HOLLICE T. WILLIAMS PARK; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* D.C. Reeves
- Attachments:* [Resolution No. 2022 -124](#)
[Location Map](#)
[Overall Site Plan](#)

25. [56-22](#) PROPOSED ORDINANCE NO. 56-22 AMENDING SECTION 6-3-2 OF THE CITY CODE - PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN PUBLIC PARKS

Recommendation: That City Council approve Proposed Ordinance No. 56-22 on first reading;

AN ORDINANCE AMENDING SECTION 6-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN CITY OF PENSACOLA PUBLIC PARKS; PROVIDING EXCEPTIONS AND GRAMMITICAL AMENDMENT CLARIFYING (a); PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: D.C. Reeves, Casey Jones

Attachments: [Proposed Ordinance No. 56-22](#)
[Part II of Chapter 386, Florida Statutes](#)

26. [57-22](#) PROPOSED ORDINANCE NO. 57-22 - AMENDING SECTION 9-3-3 - RELATED TO ADDING JUNETEENTH TO THE OFFICIAL HOLIDAYS OBSERVED BY THE CITY

Recommendation: That City Council approve Proposed Ordinance 57-22 on first reading:

AN ORDINANCE AMENDING SECTION 9-3-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ADDING JUNETEENTH TO THE OFFICIAL HOLIDAYS OBSERVED BY THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: [Proposed Ordinance No. 57-22](#)

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION**ADJOURNMENT**

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01161

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$500 to Youths Left Behind Corp. from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Youths Left Behind Corp. provides mentorship and guidance to children with incarcerated parents. Their objective is to aid and assist youth who've been affected by a parent, guardian or loved one caught up in the system of mass incarceration, drug addiction and to provide comprehensive mentorship. Funding will be used towards the purchase of blankets to low income families during the holidays.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 147	Current Balance - FY 2022 District 7 Discretionary Funds
	<u>10,700</u>	FY 2023 District 7 Discretionary Funds
	<u>\$10,847</u>	
Actual:	\$ 500	Youths Left Behind Corp.

FINANCIAL IMPACT:

A balance of \$147 is currently within the District 7 Discretionary Fund Account in FY 2022 and \$10,700 within the District 7 Discretionary Fund Account in FY 2023 for a total available amount of \$10,847. Upon approval by City Council, a balance of \$10,347 will remain in the FY 2023 District 7 Discretionary Fund Account.

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01166

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jared Moore

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$1,000 to ARC Gateway, \$1,000 to the Pensacola's Finest Foundation and \$1,000 to the Escambia Sheriff's Foundation from the City Council Discretionary Funds for District 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

In 1947 a small dedicated group of local parents wanted their children to have every opportunity to learn and grow, so they opened a one-room school house. In 1954, these parents drafted a constitution, appointed Mrs. Pearl Nelson their first president, and became members of the state and national Associations for Retarded Children. In the years that followed, these visionary founders were joined by others who share their dreams. Over time, the parents who began ARC saw their children's needs change. They responded by developing new programs including the Pollak Activity Center and the Pollak Rehabilitation Workshop. These day programs gave adults with developmental disabilities an opportunity to continue to learn and grow - and even opportunities to work. Today, the ARC Gateway serves more than 800 children and adults. Programs range from early intervention services, pediatric therapy and child care to retirement programs for senior citizens. Day programs include self-help training, basic academic classes and work opportunities at ARC and throughout the community. Residential programs include six group homes in the community and support for individuals living in their own homes. Funding will be used for general operations.

Pensacola's Finest Foundation exists to raise and provide funding to ensure the officers of the Pensacola Police Department are well equipped physically and mentally to best serve our community. They accomplish this through fundraising events and through direct relationships in our community. Some of the areas they focus on includes supporting the mental health of their officers

through additional counseling that might not be budgeted within the Pensacola Police Department's Budget. Additionally, the foundation provides support for the physical safety of their officers through the purchase of equipment. The foundation also supplements funding for the training of their officers as well as provides funding for various community engagement activities. Funding will be used to support their supplementary community work.

Similar to the Pensacola's Fines Foundation, the Escambia County Sheriff Foundation was formed to support the mission and employees of the Escambia County Sheriff's Office. The foundation supports the Escambia County Sheriff's Office employees and fosters engagement opportunities while promoting public safety through community outreach. The foundation seeks to enhance the level of safety and improve the quality of life for every citizen in Escambia County. Funding will be used to support their supplementary community work.

PRIOR ACTION:

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

FUNDING:

Budget:	\$18,354	Current Balance - FY 22 District 4 Discretionary Funds
	<u>10,700</u>	FY 23 District 4 Discretionary Funds
	<u>\$29,054</u>	
Actual:	\$ 1,000	ARC Gateway
	1,000	Pensacola's Finest
	<u>1,000</u>	Escambia Sheriff's Foundation
	<u>\$ 3,000</u>	

FINANCIAL IMPACT:

A balance of \$18,354 is currently within the District 4 Discretionary Fund Account in FY 2022 and \$10,700 within the District 4 Discretionary Fund Account in FY 2023 for a total available amount of \$29,054. Upon approval by City Council, a balance of \$15,354 will remain within that account in FY 2022 and \$10,700 will remain in the FY 2023 District 4 Discretionary Fund Account. The balance remaining in FY 2022 will be carried forward to FY 2023 on the Unencumbered Carryover Resolution to be brought before City Council at a future City Council Meeting.

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01167

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jennifer Brahier

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

RECOMMENDATION:

That City Council approve funding of \$5,000 to Pensacola Habitat for Humanity and \$1,000 to Project Empower of Northwest Florida from the City Council Discretionary Funds for District 1.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Since 1981, Pensacola Habitat for Humanity has built over 1,400 homes in the Escambia and Santa Rosa County areas. They reach wide across the community, with various programs and services aimed at transforming communities, one homeowner at a time. Their programs include a Home Buyer Program, Community Development and HUD Housing Counseling. They offer qualified Home Buyers a quality, energy-efficient home designed to reflect the local climate and culture. Additionally, their Community Development Program works to preserve homeownership for residents of Escambia and Santa Rosa Counties with incomes at or below 80% of the Area Median Income. The Community Development Program offers assistance programs for critical home repairs and other services that enhance the quality of life. In addition, this program focuses on engaging and empowering residents to revive their neighborhoods and become leaders within their communities, contributing to the sustainability of these revitalization efforts. Their HUD Housing Counseling program provides assistance towards managing individual or family finances, balancing income and expenses, budgeting, managing debt, improving credit history, saving for future goals and preparing to purchase a home. Funding will be used towards their mission.

Project Empower of Northwest Florida is a grassroots effort in Northwest Florida striving to improve the lives of individuals with developmental and physical disabilities and their caregivers. They provide tools and training to individuals with disabilities and the community at large. Many of their clients are learning for the first time that they possess something that can contribute to society. Many

times their skills allow them to become involved with job training and readiness via their Empowerment Center classes. These classes are for parents and caregivers of persons with disabilities to assist with service access, information, training and support. Additionally, they provide fitness classes for special needs adults and caregivers to allow the students to learn how to make life choices that will result in a healthier lifestyle. Funding will be used towards their Project Empower program.

PRIOR ACTION:

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

FUNDING:

Budget:	\$10,335	Current Balance - FY 22 District 1 Discretionary Funds
	<u>10,700</u>	FY 23 District 1 Discretionary Funds
	<u>\$21,035</u>	
Actual:	\$ 5,000	Pensacola Habitat for Humanity
	<u>1,000</u>	Project Empower of Northwest Florida
	<u>\$ 6,000</u>	

FINANCIAL IMPACT:

A balance of \$10,335 is currently within the District 1 Discretionary Fund Account in FY 2022 and \$10,700 within the District 1 Discretionary Fund Account in FY 2023 for a total available amount of \$21,035. Upon approval by City Council, a balance of \$4,335 will remain within that account in FY 2022 and \$10,700 will remain in the FY 2023 District 1 Discretionary Fund Account. The balance remaining in FY 2022 will be carried forward to FY 2023 on the Unencumbered Carryover Resolution to be brought before City Council at a future City Council Meeting.

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01192

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

LEASE RENEWAL - FOURTH AMENDMENT TO THE BANK OF AMERICA ATM FACILITY LEASE AGREEMENT

RECOMMENDATION:

That City Council approve the Fourth Amendment to the ATM Facility Lease Agreement between the City of Pensacola and Bank of America, N.A.. Further, that City Council authorize the Mayor to take actions necessary to execute and administer this Agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In May 1998, City Council approved the lease of a parcel adjacent to Fire Station No. 1 on Cervantes Street to Nations Bank (now Bank of America) for operation of an automated teller machine, for a \$5,322 annual lease fee. The lease was amended in December 2001 with a reduced footprint due to stormwater retention needs, extended in December 2007, and extended again in November 2012.

In October 2022, Bank of America indicated a desire to continue operations and extend this lease via an amendment, despite the challenges of a downshift in ATM usage nationwide. This fourth amendment represents a five-year extension beginning in January 1, 2023, with an optional two (2) additional five-year extensions at the request of the tenant. The annual lease fee for the next 5 years is \$26,279.40, paid in monthly installments of \$2,189.95. Subsequent renewals, if exercised, will be for \$28,907.28 annually for years 6 through 10, and \$31,798.08 annually for years 11 through 15.

PRIOR ACTION:

May 12, 1998 - City Council approved a lease agreement with Nations Bank (now Bank of America) for operation of an ATM near Fire Station No. 1 on Cervantes Street

December 10, 2001 - City Council approved an amendment to the ATM Facility Lease Agreement with Bank of America

December 13, 2007 - City Council approved the second amendment to the ATM Facility Lease

Agreement with Bank of America

November 13, 2012 - City Council approved the third amendment to the ATM Facility Lease Agreement with Bank of America

FUNDING:

N/A

FINANCIAL IMPACT:

The next five years of this agreement will generate \$131,397 (\$26,279.40 annually) in revenue for the City. Also, if both renewal options are exercised, an additional \$303,525 in total revenue can be realized.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/1/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) 4th Amendment to Bank of America ATM Lease Agreement - Dec 2022

PRESENTATION: No

**FOURTH AMENDMENT TO ATM FACILITY
LEASE AGREEMENT (this "Amendment")**

December ____, 2022

LANDLORD: CITY OF PENSACOLA, a municipal corporation of the State of Florida

TENANT: BANK OF AMERICA, N.A., a national banking association

LEASED PREMISES: Certain premises, as more particularly described in the Lease, having a street address of 440 East Cervantes Street, Pensacola, Florida

LEASE: ATM Facility Lease Agreement dated June 9, 1998; as amended by that Amendment to ATM Facility Lease Agreement dated as of January 24, 2002; as amended by that Amendment Two to ATM Facility Lease Agreement fully executed as of February 11, 2008; and as amended by that Third Amendment to ATM Facility Lease Agreement dated as of November 28, 2012 (collectively, the "Lease")

EXTENDED EXPIRATION

DATE: December 31, 2027

IN CONSIDERATION of the Leased Premises and the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and PROVIDED that the terms defined and referred to in the Lease shall have the same meaning when used in this Amendment, unless expressly stated otherwise, the Lease is hereby amended as follows:

1. **Extended Term.** The Lease is hereby amended to provide that the Term thereof is extended for an additional consecutive period of five (5) years, commencing on January 1, 2023, and expiring on December 31, 2027 (the "Extended Term").
2. **Rent.** The Lease is amended to reflect that throughout the Extended Term, Tenant shall pay Rent to Landlord in the amount of \$2,189.95 per month, plus applicable Florida sales tax, payable on the first day of each month as outlined in the Lease.
3. **Renewal Options.** The Lease is hereby amended to provide that Tenant shall have the option, in its sole and absolute discretion, to renew the term of the Lease for two (2) additional consecutive periods of five (5) years each (each, a "Renewal Term," and individually, the "First Renewal Term" and the "Second Renewal Term," respectively) by providing written notice to Landlord no later than three (3) months prior to the expiration of the Extended Term or the First Renewal Term, as applicable. During the First Renewal Term, if exercised, Tenant

shall pay Rent to Landlord in the amount of \$2,408.94 per month, plus applicable Florida sales tax; and during the Second Renewal Term, if exercised, Tenant shall pay Rent to Landlord in the amount of \$2,649.84 per month, plus applicable Florida sales tax.

4. **Assignment or Sublease.** Article 7 of the Lease is hereby amended to reflect that notwithstanding anything therein to the contrary, Tenant shall have the right, in its sole discretion and without Landlord's consent, to assign the Lease or to sublease the Leased Premises to any parent company, affiliate, or subsidiary of Tenant (each, an "Affiliate"; provided, however, that Tenant shall not assign the Lease or sublease the Leased Premises to a party other than an Affiliate without the consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall notify Landlord in writing of any assignment or sublease to an Affiliate within thirty (30) days after the date thereof.

5. **Lighting.** The Lease is amended to provide that Tenant shall have the right, at any time and without Landlord's consent, to (a) provide lighting during hours of darkness for operating the ATM in accordance with the requirements of applicable law and with Tenant's own lighting standards; and (b) provide additional lighting or modify its then-current lighting in connection with its ATM at any time. If required by applicable law or if deemed necessary by Tenant, in its sole discretion, to protect the health and safety of its customers, agents, employees, and invitees, Tenant shall have the right, at Tenant's sole cost and expense and subject to Landlord's prior approval of the plans for the Supplemental Lighting (as defined herein), which approval shall not be unreasonably withheld, conditioned, or delayed, to add supplemental lighting (the "Supplemental Lighting") in areas of the Property outside of the Leased Premises.

6. **Protected Items.** The Lease is amended to reflect that Tenant's personal property shall include the ATM and all cash and securities, computer servers, software, intellectual property, and other personal property associated with the ATM which could reasonably be expected to contain customer information and which may be subject to federal regulations as to ownership, possession, storage, disposal and handling (collectively, the "Protected Items"). Ownership of the Protected Items shall at all times be and remain vested in Tenant. The ATM shall not under any circumstances constitute, be or be deemed to be fixtures annexed to Landlord's property, and such ATM shall at all times be and remain free and clear of any claims, liens, or encumbrances created by Landlord. Landlord hereby waives any lien it has against Tenant, the Protected Items, and any other Tenant's property on the Leased Premises.

7. **Economic Sanctions Compliance.** Landlord represents that neither Landlord nor any of its subsidiaries nor, to the knowledge of Landlord, any director, officer, employee, or affiliate of Landlord, nor any third party to whom Landlord directs Tenant to make any payments required under the Lease, is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), nor is Landlord located, organized, or resident in a country or territory that is the subject of Sanctions; and Landlord represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

8. **Notices; Addresses.** Section 10.4 of the Lease is hereby amended to provide that notices required or permitted under the Lease may be delivered by nationally recognized overnight courier service or by certified U.S. Mail, return receipt requested. Any notice sent by overnight courier shall be deemed delivered one (1) business day after the business day on which the notice is submitted to the courier service, and any notice sent by certified U.S. Mail shall be deemed delivered three (3) days after being placed with the U.S. Postal Service. In addition to the methods set forth above, notices may be properly served if delivered by electronic mail to the electronic mail address(es) shown below (or to such other electronic mail address as may be provided by Landlord or Tenant to the other from time to time in accordance with this Section), provided that any such notices shall be (a) accompanied by a written notice sent by either nationally recognized overnight courier service, or certified U.S. Mail; and (b) deemed delivered upon delivery, if delivered on a business day prior to 5:00 p.m. Eastern time, or on the next business day, if delivered after 5:00 p.m. Eastern time or on a non-business day. A message received indicating that delivery via email was unsuccessful or that the recipient is out of office shall not be deemed to be receipt. For purposes of this Section, "business day" shall mean a day other than Saturday, Sunday, or any federal banking holiday. In addition, the Lease is modified to reflect that the parties' addresses for notices are as follows:

Tenant's Notice Address:

Via email to: notice@bofa.com using the Subject: Property ID FLW-164

Via certified mail or
overnight courier to: Bank of America, National Association
100 N. Tryon Street
Mail Code NC1-007-25-50
Charlotte, North Carolina 28255
Property ID: FLW-164

Landlord's Notice Address: City of Pensacola
222 W Main Street
Pensacola, Florida 32502
Attn: City Administrator

9. **Commissions.** The parties acknowledge and agree that no discussions or negotiations were had with any broker concerning this Amendment other than Jones Lang LaSalle Americas, Inc. ("Authorized Broker"), representing Tenant. Each of Landlord and Tenant agrees to indemnify and hold the other harmless from and against any and all claims for a brokerage commission or other compensation arising out of its respective dealings with any real estate broker or agent other than Authorized Broker in connection with the negotiation of this Amendment. Tenant shall be solely responsible for paying any commission owed to Authorized Broker in connection with this Amendment.

10. **Effect.** Except as amended hereby, the Lease shall continue in full force and effect, and Landlord and Tenant do hereby ratify and affirm all the terms, conditions, and covenants of the Lease as amended hereby. In the event of any discrepancy between this Amendment and the Lease, the terms of this Amendment shall prevail. This Amendment and all obligations and

undertakings herein shall be binding upon, and shall inure to the benefit of the parties, hereto, their heirs, executors, administrators, successors, and assignees, and/or anyone claiming by, through, or under any of them.

11. **Authority.** The parties hereto and the persons signing this Amendment on behalf of said parties represent and warrant to the other party that they have full right and authority to execute and perform its obligations under the Lease as amended by this Amendment, and that such persons are duly authorized to execute this Amendment on behalf of said party without further consent or approval by anyone. Each party shall deliver to the other party promptly upon request all documents reasonably requested by the party to evidence such authority. Landlord specifically warrants and represents that this Amendment does not require the consent of any third party, including, but not limited to, any mortgagee or ground lessor.

12. **Multiple Counterparts; Electronic Signatures.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same agreement. Execution and delivery of this Amendment by portable document format ("PDF"), email, or other form of electronic transmission bearing the PDF or other electronic signature of any party hereto shall constitute a valid and binding execution and delivery of this Amendment by such party. Such PDF copies shall constitute enforceable original documents.

13. **Digital Image.** The parties agree to accept a digital image of the Lease, including all amendments thereto, as executed, as a true and correct original and admissible as best evidence for purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations.

14. **Governing Law.** This Amendment is made in, and shall be governed, enforced and construed under the laws of the state in which the Leased Premises are located.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date on which the latter of the parties signs it, as evidenced in the below signature blocks.

LANDLORD:

CITY OF PENSACOLA, a municipal
corporation of the State of Florida

By: _____
Name: Kerrith Fiddler
Title: City Administrator
Date: _____

TENANT:

BANK OF AMERICA, NATIONAL
ASSOCIATION, a national banking
association

By: _____
Name: Kathleen M. Luongo
Title: Vice President
Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01197

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Allison Patton

SUBJECT:

PLACEMENT OF A PARK BENCH AND NAME PLATE IN BARTRAM PARK, UNDER AN OAK TREE OVERLOOKING THE SCULPTURE IN HONOR OF LOUISE HOLLIDAY HOLDEN

RECOMMENDATION:

That City Council approve the placement of a park bench and name plate in Bartram Park, under an oak tree overlooking the sculpture in honor of Louise Holliday Holden.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Louise Holliday Holden is the mother of former City Council Member Lois Benson and the grandmother of former State Representative Holly Benson and of former City Council Member Megan Pratt. Ms. Holden was a long-time resident of Pensacola and a supporter of the arts.

This item would allow for the placement of a park bench, including a name plate, within Bartram Park, under an oak tree that is overlooking the sculpture.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Any costs not borne by the requestor, or the requestor's organization will be assumed by the Parks and Recreation Department.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Park Amenity Dedication Form - Louise Holliday Holden
- 2) 22-10-20 Minutes Unapproved- Parks and Rec Board

PRESENTATION: No

Park Amenity Dedication PROPOSAL FORM

The installation of any plaque as a dedication to an individual or group at a City facility must be approved. Please fill out the form below. You will be notified of the decision.

Nominating Party

NAME: Holly Benson
(INDIVIDUAL OR REPRESENTATIVE OF GROUP)

ADDRESS: 101 S. Ninth Ave., Pensacola, FL 32502

DAY PHONE: (850) 393-3884 EVENING PHONE: Same

E-MAIL: hb@hollybenson.com

PERSON/ORGANIZATION/EVENT BEING HONORED

NAME: Louise Holliday Holden

PARK DEDICATION WOULD BE LOCATED: Bartram Park - existing park bench under oak tree overlooking sculptures.

DESCRIBE THE SIGNIFICANT CONTRIBUTIONS MADE BY THE HONOREE:
Louise Holden is the mother of former City Council member Lois Benson and the grandmother of former State Representative Holly Benson and of former City Council member Meghan Pratt. She was a long-time resident of Pensacola and a supporter of the arts.

SIGNATURE Holly Benson DATE 10/14/22

PLEASE FORWARD TO THE PARKS AND RECREATION DEPARTMENT:

222 West Main Street
Pensacola, FL 32502
Phone: 850.436.5670
Fax: 850.436.5199

Director Approval Adrian A. Oull Date 10/14/22

Board Approval _____ Date _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Meeting Minutes 3 - Draft

Parks and Recreation Board

Thursday, October 20, 2022

8:00 AM

Hagler-Mason Conference Room

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

CALL TO ORDER

ROLL CALL

Present 6 - Chairperson Rand Hicks, Renee Borden, Antonio Bruni, Alejandra Escobar-Ryan, John Jerralds, and Michael Wolf
Absent 3 - David Del Gallo, Leah Harrison, and Morgan Tufto

APPROVAL OF MINUTES

MINUTES OF SEPTEMBER 15, 2022 PARKS AND RECREATION BOARD

Attachments: [22-9-15 Minutes Unapproved](#)

Approve with Conditions: Member Del Gallo to be marked as absent at September meeting.

A motion was made by Borden, seconded by Jerralds, that this Minutes be approved with conditions. The motion carried by the following vote:

Yes: 6 - Chairperson Hicks, Borden, Bruni, Escobar-Ryan, Jerralds, and Wolf

Absent: 3 - Del Gallo, Harrison, and Tufto

DIRECTOR'S REPORT

DIRECTOR'S REPORT

Attachments: [22-10-20 Director's Report Parks and Recreation Board](#)
[22-11-17 Restroom Location](#)

Chairperson Hicks asked board members if they had any questions concerning the Director's Report.

Member Esobar-Ryan commented she had received feedback on the new playground in Bayview Park. Member Esobar-Ryan inquired how the design of new playground equipment is chosen and how can board, and public be more involved in the planning process. Director Stills stated his

staff accesses the needs in the park as to what amenities are to be installed and that the department's goal is to have each new playground equipment more ADA complaint.

Chairperson Hicks inquired about the location of the permanent restrooms at Veterans Memorial Park. Director Still stated he has not received any updates.

Deputy City Administrator, Forte spoke that he had recently met with the foundation; although the funding has not been secured, the plans will be submitted next week for review and permitting. The restrooms will be built on southeast corner of stormwater pond. Chairperson Hicks inquired who is the architect for project. Deputy City Administrator, Forte stated Mark Lipe, who is located in Milton Florida. Parks and Recreation board members requested to have the architectural plans and civil plans available to review. Deputy City Administrator, Forte stated that he would inquire if the architectural firm would be available to present to board.

Member Bruni shared his concern regarding sign permits. Discussion followed.

Chairperson Hicks shared with the board the unveiling for the Julian Olsen bust, who founded of Parks and Recreation Program for the City, was a great event.

STAFF REPORTS

BUDGET REPORT - KENDRA WEEKLEY

Attachments: [Board PR All Funds Financial Summary Q4](#)

Planning and Budget Specialist, Weekley brought before the board a report that reflects the financials for the 4th quarter with a three-year comparison. Planning and Budget Specialist, Weekley reported that revenue is up, and some expenditures were over but will balance at end of year.

*Member Borden asked about the athletic funding and where it is represented on report. Planning and Budget Specialist, Weekley reported it is the Recreation/Athletic Fund. Member Borden asked which athletic programs are included in the total, for example, the out-sourced programs that operate with the MOU's. Planning and Budget Specialist, Weekley reported that revenue has not been received since last discussion. Director Stills stated that the new checklist and the new MOUs are still in the process of engaging with the out-sourced vendors and the in-kind contributions will not be reflected on these financial reports. Member Borden asked that the board receive a spreadsheet that shows a

breakdown of those numbers. Director Stills added that the spreadsheet will be made available to the board on an annual basis.

AMENDMENT TO THE PARKS AND RECREATION FEE SCHEDULE FOR FY23 - TONYA BYRD

Recreation Superintendent, Byrd spoke on behalf of the legislative council item regarding the amendment to the Parks and Recreation fee schedule for Fiscal Year 2023. Recreation Superintendent, Byrd explained that in January 2022 the fee schedule changes had been submitted as part of the proposed budget preparation for fiscal year 2023. This change was needed to recover the direct cost related to the programs. The fee schedule changes were erroneously omitted when the budget documents were updated during the preparation process. Parks is presenting to City Council so we can amend the fee schedule in the budget documents.

MARKETING REPORT - DEJA DOWDELL

Director Stills shared with board members that he attended his first movie in the park and attended the Halloween Contest at the Osceola Golf Course as a judge for best costume.

Marketing Coordinator, Dowdell presented to board a broad overview of marketing activities for Parks and Recreation Department. Marketing Coordinator, Dowdell shared with the board members that her responsibilities include brand visibility, recognition, and public awareness to ensure that the initiatives that the board members and council members recommend and vote for are made aware and that those resources are available to the public. This broad overview will help the board members to know what resources are available so when meeting with community they are familiar. The annual marketing budget operates with \$105,000.00 which is split up into 4 different funds: Office of Director, Community Maritime Park, Recreation, and Golf. Promotional advertising is the majority of what marketing entails e.g., designing fliers, working with advertisement partners to advertise and promote our events and programs. Traditional mediums that are utilized is the activity guide that is released 3 times a year, also television commercials, regular radio appearances, and write ad scripts. New promotional advertisement has now evolved to digital advertisement e.g., Facebook ads and QR codes. Community Partnerships help with event prizes through in-kind donations. Community Partnerships also give cash donations and that goes towards the cost of the event. Website management features playpensacola.com, press releases, news flashes, as well as art venture. Social media is the best way to reach out to the public.

Marketing Coordinator, Dowdell shared with board members that the Day

of Play will take place on November 5th. This is a direct partnership with Florida Department of Health to promote their initiative for 5210 which is 5 or more servings of vegetables a day, 2 hours or less of screen time activity, 1 hour of outdoor time activity, and 0 sugary drinks.

Member Bruni inquired who coordinates the Movies in the Parks. Marketing Coordinator, Dowdell responded that she and Special Events Supervisor, Gray work together. Special Events Supervisor, Gray provides the dates, and she will work with partners who are interested. Sponsorships covers the cost of the rental for the screen set-up with vendor. Member Bruni inquired as to how the location of park is selected. Marketing Coordinator, Dowdell responded that Special Events Supervisor, Gray will know what location is available.

Director Stills shared with board members that the staff is working on having a drive-in movie at Community Maritime Park sometime during the Christmas holidays which will show the Elf movie.

NEW BUSINESS

PROPOSED ORDINANCE AMENDING SECTION 6-3-2 - PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN CITY OF PENSACOLA PARKS

Attachments: [Amending 6-3-2 Prohibiting Smoking and Use of Vapor-Generating Devices in Parks](#)
[Amending 6-3-2 Prohibiting Smoking and Use of Vapor-Generating Devices in Parks and Grammatical Amendment Clarifying \(a\) Revised Part II of chapter 386, Florida Statutes](#)

Chairperson Hicks asked board members if they had any questions regarding the legislative action item being sponsored by Council Person, Casey Jones proposing an ordinance amending Section 6-3-2 -prohibiting smoking and use of vapor-generating devices within the City of Pensacola parks.

Member Borden asked who would enforce the ordinance. Chairperson Hicks stated it would be the City Police Department that would enforce.

Director Stills stated that amending this ordinance brings public awareness and the availability to then enforce the ordinance.

A motion was made by Jerralds, seconded by Escobar-Ryan, that this Minutes be Approved. The motion carried by the following vote:

Yes: 4 - Chairperson Hicks, Bruni, Escobar-Ryan, and Jerralds

No: 2 - Borden, and Wolf

Absent: 3 - Del Gallo, Harrison, and Tufto

PARK AMENITY DEDICATION REQUEST - HONOR MYRA J WILLIAMS

Attachments: [Park Amenity Dedication Request - Honor Myra J Williams](#)

A motion was made by Wolf, seconded by Jerralds, that this Minutes be Approved. The motion carried by the following vote:

Yes: 6 - Chairperson Hicks, Borden, Bruni, Escobar-Ryan, Jerralds, and Wolf

Absent: 3 - Del Gallo, Harrison, and Tufto

PARK AMENITY DEDICATION REQUEST - BRONZE BUST FERDINAND PLAZA

Attachments: [Park Amenity Dedication Request - Bronze Bust Ferdinand Plaza](#)

Chairperson Hicks invited Sean Linezo to come forward and present to the board his request to place a monument in Ferdinand Plaza. Sean Linezo introduce himself as a local artist and stated he is affiliated with School House for Reimaging Education. The general idea of placing a monument in Ferdinand Plaza was to have an equal sized bust of Andrew Jackson and the Seminole War Leader, Osceola strategically placed 20 paces away at eye level as if the two were in a staring duel. The idea is each statue still stands alone and represents each of the men separately and equally, but when seen together in relation to each other and engaging in a staring contest they are representing opposing views. Sean Linezo stated he had presented to City Council in 2020 and the general concept was supported by Mayor Robinson and that he welcomed the bust because it was adding to history instead of removing a statue to erase history but was uncertain if Osceola was relevant to local history. Another consideration is Creek Indian Chief Alexander McGillivray, a famous Creek leader who is buried at the Panton House located on Spring Street but, there is no story between the two men. After doing more research, the perfect representation would be Milly Francis, known as the Creek Pocahontas. Legend says that she is the woman on the seal of the Florida State flag. She is Alexander McGillivray great niece and the first women to receive a medal of honor from US Congress for saving the life of a soldier. She presumably witnessed the 1818 execution by hanging of her father by Andrew Jackson.

Chairperson Hicks asked Sean Linezo to come back to the board December 15th with a more precise concept for the request. Member Wolf volunteered his time to assist with drafting a sketch for the proposed bust of Milly Francis.

PARK AMENITY DEDICATION REQUEST - PARK BENCH BARTRAM PARK

Attachments: [Park Amenity Dedication Request - Park Bench Bartram Park](#)

Chairperson Hicks asked board members if they had any questions/comments regarding the park amenity dedication request to honor Louise Holliday Holden with placing a park bench in Bartram Park.

A motion was made by Bruni, seconded by Wolf, that this Minutes be Approved.

The motion carried by the following vote:

Yes: 6 - Chairperson Hicks, Borden, Bruni, Escobar-Ryan, Jerralds, and Wolf

Absent: 3 - Del Gallo, Harrison, and Tufto

(5 MINUTE BREAK)

UNIVERSITY OF WEST FLORIDA - NEEDS ASSESSMENT WORKSHOP

Attachments: [22-10-20 UWF-COP Needs Assessment 2023](#)

Chairperson Hicks began the workshop for UWF/COP Needs Assessment 2023 stating that the Parks and Recreation Department would like to enter into an agreement with University of West Florida to assist the department with a needs assessment. The 2023 Needs Assessment will develop an overview of the park system. Representing the University of West Florida is Dr. Song from the Sports Management Department who was instrumental in the success of the Needs Assessment in 2016.

Dr. Song addressed the board stating he greatly appreciated the opportunity to meet the Parks and Recreation staff and board members. Dr. Song stated he will take a moment to clarify his role. He will assist the Parks and Recreation staff to organize the data information and make analysis based on the outcome of the inventory of resources. He will have a graduate student to help organize the interns and students who will be assisting in collecting data information. This assessment will be more comprehensive than last which only included the community parks. First is to determine the goal objective. Start by inventorying the resources, build on the last assessment to see the current status and then benchmark input from Parks and Recreation Superintendents.

Recreation Superintendent, Byrd shared with the board members that the last assessment fell short of not evaluating the community centers and the athletic fields. It would help from a programming standpoint that this needs assessment show the benchmarking of programs at the centers and what the numbers can be, should be and what the public wants. IT department may be able to assist in giving the number of hits on the registration

website page to see how many people who were interested in registering but were unable to due to it being filled.

Approve an agreement with University of West Florida for a Needs Assessment

A motion was made by Borden, seconded by Wolf, that this Minutes be Approved. The motion carried by the following vote:

Yes: 6 - Chairperson Hicks, Borden, Bruni, Escobar-Ryan, Jerralds, and Wolf

Absent: 3 - Del Gallo, Harrison, and Tufto

OLD BUSINESS

OPEN FORUM

Mr. Hayne Haigler Jr. came forward to present to the board members a presentation regarding the Roger Scott Tennis Center Improvement project. Mr. Haigler presented data comparing the cost and life expectancy of asphalt vs post tension concrete.

ADJOURNMENT

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01073

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AWARD OF CONTRACT RFP NO. 22-047 FOR OPERATION OF PUBLIC PARKING FACILITY AT PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council approve the ranking of the selection committee for RFP No. 22-047 for operation of the public parking facility at Pensacola International Airport and award a contract to LAZ Florida Parking, LLC, submitting the best proposal. Further, that City Council authorize the mayor to take those actions necessary to execute and administer this contract consistent with the proposal, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City issued a Request for Proposals (RFP) for a five-year contract for operation of the public parking facility at Pensacola International Airport, with one five-year extension option. The City received five proposals.

Under this management contract LAZ Florida Parking, LLC will be responsible for the day-to-day operation, management, and maintenance of the public parking facilities at the Airport. In addition, they will be responsible for shuttle bus transportation, curbside/traffic operations, and 24/7 parking-related customer service.

A selection committee was formed to evaluate the proposals. The committee members were David Bryant, Airport Curbside and Lost Property Manager, Ann Casey, Airport Finance Manager, and Lissa Dees, City of Pensacola Parking Manager. The members reviewed the proposals, and based on scoring criteria, the proposals of the firms were ranked in the following order:

- 1) LAZ Florida Parking, LLC
- 2) SP Plus Corporation
- 3) Dennison Parking, Inc.
- 4) Republic Parking System, LLC
- 5) Premium Parking Service, LLC

PRIOR ACTION:

None

FUNDING:

Budget: \$2,000,000.00

Actual: \$1,338,584.00

FINANCIAL IMPACT:

Funding for the Airport Public Parking operation comes from fees collected for use of the facility. Gross parking revenue for the February 1, 2021 - January 31, 2022 contract year totaled \$7,127,460.00.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/6/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration and Enterprise

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) RFP 22-047 Airport Parking Management Final Tabulation of Proposals
- 2) RFP 22-047 Airport Parking Management Vendor Reference List
- 3) RFP 22-047 Airport Parking Management Final Scoring Matrix
- 4) Contract between City of Pensacola and LAZ Florida Parking, LLC

PRESENTATION: No

TABULATION OF QUALIFICATIONS

RFP NO: 22-047

TITLE: OPERATION OF PUBLIC PARKING FACILITY - PENSACOLA INTERNATIONAL AIRPORT

Submittals Due:

08/01/22, 2:30 P.M.

Department:

Airport

Denison Parking, Inc.
Damon Noga, Nat'l Vice Pres., Bus. Development
320 North Meridian Street, Suite 700
Indianapolis, IN 46204
612-270-6767
dnoga@denisonparking.com

LAZ Florida Parking, LLC
Chris J. Howley, Vice President
404 Washington Avenue, Suite 640
Miami Beach, FL 33139
305-913-4882 x7678
619-251-7456
chowley@lazparking.com

Premium Parking Service, LLC
Benjamin Montgomery, President
601 Poydras Street, Suite 1500
New Orleans, LA 70130-6061
504-717-2400
bmontgomery@premiumparking.com

Republic Parking System, LLC
Leonard Carder, President & Manager
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450
423-756-2771
423-265-5728
daniel.lassiter@reefparking.com

SP Plus Corporation
Robert Reiser, Sr Vice President - East Airports
16200 Brookpark Road, Snd Floor
Cleveland, OH 44135
216-410-3769
216-523-8080
rreiser@spplus.com

Submittal Due Date: 08/01/22

Bid No.: 22-047

**FINAL VENDOR REFERENCE LIST
OPERATION OF PUBLIC PARKING FACILITY - PENSACOLA INTERNATIONAL AIRPORT
AIRPORT**

Vendor #	Name	Address	City	St	Zip Code
081918	ABM PARKING SERVICES	111 SW 5TH AVENUE P100	PORTLAND	OR	97214
081919	ACE PARKING MANAGEMENT INC	550 SW PARK AVE STE 201	PORTLAND	OR	97205
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503
082292	CENTRAL SQUARE TECHNOLOGIES	1000 BUSINESS CENTER DRIVE	LAKE MARY	FL	32746
082289	CITYWORKS	11075 SOUTH STATE ST STE 24	SANDY	UT	84070
043871	COMPLUS DATA INNOVATIONS INC	560 WHITE PLAINS ROAD	TARRYTOWN	NY	10591
081920	CONDUENT INC	606 SOUTH OLIVE ST STE 2300	LOS ANGELES	CA	90014
081934	DATA TICKET INC	2603 MAIN STREET STE 300	IRVINE	CA	92614
081921	DENISON PARKING	3616 140TH LANE NW	ANDOVER	MN	55304
081922	DIXON RESOURCES UNLIMITED	3639 MIDWAY DR SUITE B345	SAN DIEGO	CA	92110
081912	FLOWBIRD	13190 56TH COURT	CLEARWATER	FL	33760
081915	FROG PARKING	9273 RESEARCH DRIVE	IRVINE	CA	92618
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502
081913	GTECHNA	2429 MILITARY RD SUITE 3	NIAGARA FALLS	NY	14304
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501
082290	HIPERWEB	3855 SHALLOWFORD ROAD STE 325	MARIETTA	GA	30062
081923	IPARQ	1050 ROSECRANS STE F	SAN DIEGO	CA	92106
081924	IPS GROUP INC	7737 KENEMAR CT	SAN DIEGO	CA	92121
081935	J R PARKING CONSULTANTS LLC	300 SPECTRUM CENTER DRIVE, SUITE 400	IRVINE	CA	92618
081925	LAZ PARKING	ONE FINANCIAL PLAZA 14TH FLR	HARTFORD	CT	06103
082293	MAPDEVs CORP	1194 SHIBUMY CIRCLE APT C	WEST PALM BEACH	FL	33415
067878	PARK 'N FLY	2060 MOUNT PARAN ROAD NW	ATLANTA	GA	30327
081917	PARKING COMPANY OF AMERICA	523 WEST 6TH STREET SUITE 528	LOS ANGELES	CA	90014
081911	PASSPORT	128 S TRYON ST SUITE 2200	CHARLOTTE	NC	28202
075621	PATRICK ENGINEERING INC	4970 VARSITY DRIVE	LISLE	IL	60532
081926	PCI MUNICIPAL SERVICES	12 MAUCHLY BUILDING 1	IRVINE	CA	92618
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502
081927	PREMIERE CONSULTING GROUP	503 POTOMAC VALLEY DRIVE	FORT WASHINGTON	MD	20744
081916	PREMIUM PARKING	601 POYDRAS STREET SUITE 1500	NEW ORLEANS	LA	70130
006010	REPUBLIC PARKING SYSTEM	SUITE 1600 ONE REPUBLIC CENTRE	CHATTANOOGA	TN	37450
081928	REPUBLIC PARKING SYSTEM LLC	633 CHESTNUT ST STE 2000	CHATTANOOGA	TN	37450
081929	SP PLUS CORPORATION	1700 PACIFIC AVENUE STE 1890	DALLAS	TX	75201
081930	T2 SYSTEMS INC	8900 KEYSTONE CROSSING STE 700	INDIANAPOLIS	IN	46240
026223	TBE GROUP INC DBA CARDNO TBE	380 PARK PLACE BLVD STE 300	CLEARWATER	FL	33759
081914	TEZ TECHNOLOGY	5000 LEGACY DRIVE SUITE 360	PLANO	TX	75024
082295	TRUE NORTH GEOGRAPHIC TECHNOLOGIES LLC	119 MTCS ROAD	MURFREESBORO	TN	37129
081931	VENTEK INTERNATIONAL	1260 HOLM ROAD SUITE A	PETALUMA	CA	94954
081932	WALKER CONSULTANTS	2101 4TH AVE	SEATTLE	WA	98109
081933	WISEMOVING TECHNOLOGIES CORP	1101 BRICKELL AVENUE, SOUTH TOWER 8TH FLOOR	MIAMI	FL	33131

Vendors: 39

RFP 22-047 PUBLIC PARKING MANAGEMENT SERVICES - PENSACOLA INTERNATIONAL AIRPORT

FIRM	COMMITTEE MEMBER				NOTES
	Bryant	Casey	Dees	Score	
Dennison Parking, Inc.					Airport experience. No traffic control. Highest cc fee. No curbside.
	TOTAL	69	92	70	231
LAZ Florida Parking, LLC.					Airport experience. Curbside. Dedicated airport division. Valet service. Transition plan provided. Years of service and number of facilities. Equipment repair? Lowest cc fee and low operating budget. Good transition plan. On-line reservation program. good training program.
	TOTAL	102	100	86	288
Premium Parking Service, LLC					17 years experience. No airport experience. No customer service program. Everything on-line. No details on equipment maintenance. Missing details. No salary range provided. Lowest budget but question zero management fee. Glideparks? Lacking details. Not airport focused. customer service or online?
	TOTAL	20	85	59	164
Republic Parking System, LLC					56 years in service. 5 years curbside. Customer service programs. Valet proposal. Current management company. Highest operating budget. Large number of airport facilities. Experience. Solar parking good idea but who pays.
	TOTAL	55	83	78	216
SP Plus Corporation					lots of experience. Curbside? Customer service programs and training. Lacked knowledge curbside. Minimal staffing. R&M program. 73 airport facilities. Operating budget comparable to middle. Cleaning services? Most years in industry. 3rd lowest fees. dedicated accounting staff.
	TOTAL	58	93	90	241

14-Oct-22

Motion to recommend award to LAZ Florida Parking, LLC.: D. Bryant

Second to Motion to Recommend: L. Dees

In Favor: 3

Opposed: 0

CONTRACT BETWEEN CITY OF PENSACOLA AND LAZ FLORIDA PARKING, LLC

BASED UPON REQUEST FOR PROPOSALS #22-047

THIS CONTRACT (“Contract” or “Agreement”) is made this ____ day of _____, 20__, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and LAZ Florida Parking, LLC (“Contractor” or “Manager”), a limited liability company authorized to do business in Florida, located at 400 Washington Avenue, Suite 640, Miami Beach, Florida 33139, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City solicited for Request for Proposals #22-047 on June 10, 2022 (“RFP”), for Operation of Public Parking Facility at Pensacola International Airport, as modified by any addendum to the RFP (“Addenda”), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “RFP Documents”); and

WHEREAS, in response to the RFP Documents, the Contractor submitted to the City a proposal dated August 1, 2022, attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform as described in the RFP Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Definitions, Interpretations and Exhibits.

- 2.1 Definitions.** Except as otherwise clearly indicated by the context, the words and phrases defined in this section shall have the following meanings when used in this Agreement.

A. **"Airport"** shall mean the Pensacola International Airport, located in Pensacola, Florida.

B. **"Airport Director"** shall mean the Airport Director as appointed by the City, the successor or successors to the duties of such official, or any other person designated and authorized to act on behalf of said Airport Director.

C. **"Budget"** shall mean the Manager's annual budget approved for the Parking Facilities in accordance with Section 7.8, including any approved amendment thereto.

D. **"Commencement Date"** shall mean the date upon which City notifies Manager that operations under this Agreement are to commence.

E. **"City"** shall mean the City of Pensacola, generally acting by and through its Airport Director, or a duly authorized representative of the Airport Director.

F. **"Contract Year"** shall mean each consecutive twelve (12) month period beginning February 1, 2023.

G. **"Gross Receipts"** shall mean that amount defined and calculated in accordance with Section 7.1.

H. **"Manager's Reimbursement"** shall mean the amount due the Manager as reimbursement for those approved direct expenses incurred for managing and operating the Parking Facilities. Manager's Reimbursement shall be outlined in an annual budget reviewed and approved by the Airport Director.

I. **"Manager's Compensation"** shall mean the amount due the Manager as reimbursement for those indirect fees associated with the administration of the Parking Facilities. Manager's Compensation shall be an amount as included in Manager's proposal for the operation of the Parking Facilities.

J. **"Net Operating Revenue"** shall mean Adjusted Gross Receipts less Reimbursements.

K. **"Operating Equipment"** shall mean that equipment, other than Parking Equipment, provided by the City necessary for the maintenance and operation of the Parking Facilities; the Operating Equipment, if any, as of the execution date of this Agreement being listed on Exhibit D to this Agreement.

L. **"Parking Charges"** shall mean those parking charges adopted and authorized by City from time to time and listed on Exhibit E.

M. **"Parking Equipment"** shall mean that parking and revenue control equipment provided by City including but not limited to equipment to control the entrance and

exit of automobiles and other authorized motor vehicles to and from the Parking Facilities and to dispense tickets, count entrances and exits, receive and account for receipts from parking; the Parking Equipment under this Agreement as of the execution date hereof being listed on Exhibit D to this Agreement.

N. **"Parking Facilities"** shall mean those improved and unimproved areas of land, including the improvements presently thereon, or hereafter constructed thereon, provided and assigned by City from time to time under this Agreement, for the entrance, exit and parking of automobiles and other authorized motor vehicles of passengers, patrons, tenants and other users of the Airport; the improved and unimproved areas of land provided and assigned as of the execution date of this Agreement being depicted as shown on Exhibit C to this Agreement.

O. **"Policies and Procedures Manual"** shall mean Manager's Policies and Procedure Manual approved pursuant to Paragraph C of Section 4.5.

P. **"Reimbursement"** or **"Reimbursements"** shall mean those reasonable and necessary direct payroll expenses, fringe benefits, maintenance, and operating expenses directly incurred in the operation of the Parking Facilities authorized under this Agreement, as further described in Section 6.01 and included in Manager's annual budget approved by the Airport Director. Reimbursements shall not include any cost or expense covered within Manager's Compensation or any cost or expense incurred by Manager as a result of Manager's intentional misconduct, negligence, violation of law, breach of any term or condition of this Agreement, any penalty, charge or the amount of any liquidated damages payable by Manager under this Agreement, or any cost or expense resulting from Manager's indemnity obligations under this Agreement. Further, Reimbursements shall not include fines or penalties resulting from late payment of obligations and repairs to equipment caused by Manager's employees or agents.

Q. **"Site Manager"** shall mean Manager's site manager for the Parking Facilities recommended by Manager and approved by the Airport Director pursuant to Section 4.4 hereof, and who shall be assigned to and located at the Airport.

R. **"Terminal Area"** shall mean those areas of the Airport comprising the terminal building, terminal curbside and walkways, the terminal's enplaning and deplaning roadway and other appurtenances adjacent to the terminal building necessary for the landside movements of passengers and vehicles.

2.2 Interpretation. Except as otherwise clearly indicated by the references in the text of this Agreement to articles, sections, paragraphs or exhibits pertain to articles, sections, paragraphs or exhibits of this Agreement.

The terms, "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement.

Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Words importing the singular shall include the plural and vice versa.

2.3 Incorporation of Exhibits. The following Exhibits are hereby made a part of this Agreement and incorporated by reference:

- Attachment A Public Records Requirements
- Exhibit A RFP Documents
- Exhibit B Proposal
- Exhibit C Parking Area Plan
- Exhibit D Parking and Operating Equipment
- Exhibit E Approved Parking Charges
- Exhibit F Annual Budget Format
- Exhibit G Manning Table
- Exhibit H Request for Monthly Reimbursement Format
- Exhibit I Performance Incentive Bonus Format
- Exhibit J Performance Guarantee Format

2.4 Incorporation of Proposal Documents.

All instructions, specification, statements accompanying the proposal, and the proposal itself, all of which do not conflict with the provisions contained herein shall be considered a part of this Agreement and Manager shall operate in accordance with, and subject to, all of the terms and conditions of this Agreement and the Proposal Documents.

Section 3. Parking Facilities and Equipment.

City hereby makes available to Manager the Parking Facilities, and the parking spaces therein, described in Section 3.1 hereof situated and depicted on Exhibit C, solely for the purpose of providing the parking services specified herein.

3.1 Description of Facilities.

The Parking Facilities shall be comprised of the vehicle parking areas serving the Terminal Area of the Airport, as shown on Exhibit C, including the main (primary) surface lot, the parking garage, Economy Lot 1, Economy Lot 2 and Economy Lot 3 surface lots and parking lot improvements situated therein, including paving, sidewalks, curbs, lighting, marking, signage, landscaping, electrical and drainage systems. Parking Facilities shall not include the Rental Car Ready/Return Lot or any other parking facilities not included within Exhibit C.

3.2 Changes and Additional to Parking Facilities.

City reserves the right, at any time it deems appropriate or necessary, to alter, change, improve, decrease, remove from or add to the Parking Facilities, including, but not limited to, the right to add, temporarily or permanently, additional parking areas, lots, and parking structures to the Parking Facilities to be operated hereunder. If any of the other aforesaid facilities are added to the Parking Facilities of this Agreement, Manager agrees to manage and operate the same under this Agreement for the same Reimbursements and Manager's Compensation as provided for in this Agreement. Changes to Parking Facilities shall be reflected in a revised Exhibit C provided to Manager by the City.

3.3 Access to Parking Facilities.

- A. City hereby provides to Manager the right of ingress and egress with respect to the Parking Facilities, to the extent necessary, for the purpose of managing, maintaining, and operating the Parking Facilities.
- B. The Airport Director shall have the right at all times to direct or prescribe regulations governing and controlling the flow of traffic within the parking facilities and on the Airport.
- C. Manager shall have the right to the use of vehicular parking facilities for its employees at the Airport. Such facilities shall be located in an area designated by the Airport Director.

3.4 Parking Equipment.

- A. City hereby authorizes Manager to utilize and operate the Parking Equipment and Operating Equipment described in Exhibit D and situated within the Parking Facilities for its use in the management, maintenance and operation of the Parking Facilities, including revenue control systems, gates and ticket imprinter and dispensing equipment.
- B. City also authorizes Manager to utilize and operate such additional Parking Equipment and Operating Equipment and additions and improvements to the Parking Facilities as may hereafter be installed or made or purchased by City or by Manager, with the approval of City, under the provisions of Section 9.1 of Article VIII hereof, subject to the addition of same to Exhibit D to this Agreement.

3.5 Utilities.

Except as otherwise provided for herein, all utilities required at the Parking Facilities shall be provided by City and City shall pay the utility charges for the same directly to the utility provider. Notwithstanding the foregoing, Manager shall arrange and pay for monthly telephone service charges at the Parking Facilities and include such cost as

an expense within its monthly reimbursement.

3.6 Manager's Acceptance of Facilities and Equipment.

Manager hereby acknowledges that it has examined the Parking Facilities and Parking and Operating Equipment as they exist on the commencement date hereof and accepts the same for use "as is" in their present condition.

Section 4. MANAGEMENT AND OPERATION OF PARKING FACILITIES.

4.1 Retention of Manager.

City hereby retains Manager to manage and operate the Parking Facilities at the Airport described in Article II hereof and those additional parking facilities as may be designated in writing by the Airport Director, including temporary or permanent satellite facilities, when and if established, and assigned by the Airport Director. Manager hereby agrees to manage and operate said Parking Facilities in accordance with all terms and conditions of this Agreement, including but not limited to the policy, operational, maintenance, personnel, cash handling and revenue control procedures set forth in Manager's Policies and Procedures Manual developed by Manager and approved by the Airport Director pursuant to Paragraph C of Section 4.5 of this Agreement and the terms and conditions and exhibits to this Agreement.

4.2 Policy and Obligations Governing Agreement.

Manager hereby acknowledges and agrees that it is aware that in entering into this Agreement with City, the City has charged Manager with the responsibility and duty to be a pro-active management resource to the City, assuming the primary management role in planning, providing, managing, scheduling, equipping, operating and maintaining public parking facilities, services and resources for and on behalf of the City. In furtherance of this responsibility to City, Manager agrees to provide the planning, technical, marketing and customer service expertise and financial and operational management expertise, and the personnel, labor, materials, supplies and equipment to maintain and operate the Parking Facilities as follows:

- A. **Parking Charges:** Manager shall charge and collect on behalf of City and account for and deliver to City, in accordance with the requirements herein, all monies paid or payable as Parking Charges established by City for the use of parking spaces at or in the Parking Facilities. The Parking Charges established by the City as of the execution date of this Agreement are shown on Exhibit E. City shall have the right to increase or decrease Parking Charges at any time upon seven (7) days prior written notice to Manager. Manager shall, at City's request, prepare and submit to City its recommendations for adjustments to Parking Charges, including financial analyses supporting the recommendation. Manager shall permit no unauthorized use of the Parking Facilities and shall not charge any more or any

less than the amounts indicated in the currently effective Parking Charges. Manager shall promptly refund to the patron, when warranted, the amount of any overcharge.

B. Credit Cards: Manager shall provide credit card processing services from all of the exit gates at the Parking Facilities. To this end, the Manager shall interface with the Airport point-of-sale computers and shall acquire the necessary card readers, processing equipment and telephone service-necessary. At a minimum, Manager shall be capable of processing payments from VISA, MASTER CARD, AMERICAN EXPRESS, and DISCOVER CARD. Electronic authorization shall be obtained on all transactions with no floor limits. Services shall include but not be limited to:

- issuing transaction authorization
- submitting transaction information into issuer's computer system
- obtaining funds from issuer
- depositing funds via automated clearing house to City's bank account
- billing City and providing monthly reconciliation information statement

Notwithstanding the foregoing, City reserves the right to negotiate and implement such credit card arrangements for the Parking Facilities directly with the involved credit card company and in such case Manager shall operate the system established in accordance with the procedures and arrangements negotiated by City.

C. Parking Contract with Patrons: Manager shall provide all ticket stock for use in the parking equipment owned by the City. The contract with each operator of a motor vehicle for entry into the Parking Facilities shall consist solely of a pre-numbered, automatically dated and time-stamped (on both the ticket itself and a magnetic stripe on the ticket) parking ticket which shall be issued by the parking equipment to the operator of each motor vehicle upon its entrance into the Parking Facilities and which ticket shall contain only such terms, conditions, and provisions as the City shall approve in writing and no other provisions whatsoever.

Manager shall be responsible for protecting all parking tickets in its possession from theft or misuse. New parking tickets will be handled in the following manner:

- Inspect new tickets to assure they meet specifications
- Requisition tickets on an as needed basis to be determined by Manager. All new orders to be shipped and received by Manager.
- Ensure tickets kept on hand are stored in a secure place with only supervisory access and issued in numerical sequence.
- Replenish supplies in spitters to assure continuous operation.

Supplies will be monitored at a minimum, once per shift.

Voided tickets, time check tickets and test tickets will be handled in the following manner:

- As required, a shift supervisor may remove a ticket to test for proper spitter performance, which will be voided and returned to the Parking Facility's office.
- Each such voided or test ticket detailed above will be voided by stamping "VOID" on the ticket. Will be initialed by the Site Manager or shift supervisor and will be recorded daily in a separate log.
- All "found" or not regularly transacted tickets will be voided and maintained in the same manner as the above.

D. Ticket Accountability: Manager shall account for all parking tickets and shall report unaccounted for tickets. Lost tickets are those tickets claimed to have been lost by parking patrons and shall be accounted for by a lost ticket form as approved by the City and included in the Manager's Policy and Procedures Manual. Said lost ticket form shall include the patron's name, address, phone number and signature. Each month Manager shall audit a minimum of ten percent (10%) of all tickets claimed as lost by parking patrons to ensure the validity thereof. Those tickets that have been properly researched and have appropriate backup documentation will not be included in the total tickets defined below as unaccounted for tickets.

Unaccounted for tickets are those tickets not properly transacted or recorded, with the exception of: 1) tickets lost by customer that meet the criteria above, 2) tickets that have been properly voided, and 3) tickets that have been properly validated. If during any single month the unaccounted for tickets ration exceeds three-quarters of one percent (.0075) of total tickets collected in that month, the City reserves the right to decrease the management fee by two dollars and fifty cents (\$2.50) per lost ticket. If during any three- month period the average unaccounted for ticket ratio exceeds one-half of one percent (.0050), the City reserves the right to impose an unaccounted for ticket penalty on the Manager which shall be graduated as follows:

<u>Percentage of Tickets Unaccounted For</u>	<u>Penalty</u>
.000 - .001	0
Above .001 - .005	\$1.00 per ticket
Above .005 - .0075	\$2.50 per ticket
Above .0075 - .01	\$5.00 per ticket
Above .01	\$25.00 per ticket

The above penalty shall be imposed at the sole discretion of the City but only if the unaccounted for tickets, in the opinion of the City, are excessive. An unaccounted for ticket report initialed by the Site Manager shall be submitted

with the monthly invoice.

- E. Keys: Manager will exercise extreme care to assure that access to keys to the revenue control buildings and to the various pieces of revenue control equipment is restricted only to those personnel needing keys to perform their duties properly. A list of such employees, including names, addresses, and telephone number will be maintained by Manager at all times and provided to the City upon request.
- F. City Permits, Validations and Complimentary Parking: City shall have the right to waive Parking Charges at the Airport Director's discretion for guests and others using the Parking Facilities by stamping their parking tickets in an authorized manner, to provide complimentary or reduced fee parking through permits or through other validation procedures established by the Airport Director. All tickets issued and redeemed related to all the afore-referenced complimentary, discounted, validated and permit parking shall be reported and strictly accounted for by Manager in the manner prescribed by City. The Airport Director shall delineate and provide to Manager the City's policy with respect to all such complimentary, discounted, validated and permit parking, and update said policy from time to time for changed circumstances. Manager shall follow such policy and controls in handling such parking transactions and incorporate the same into Manager's approved Policies and Procedures Manual. Neither Manager nor its Site Manager shall have the authority to authorize, contract for or otherwise allow complimentary, discounted or permit parking within the Parking Facilities.
- G. Parking Space Availability: Manager shall constantly monitor the availability of space within the Parking Facilities to ensure the constant availability of space and shall coordinate with the City when requested to plan, implement and operate temporary accommodations or operations for holidays and peak travel periods when additional parking demand occurs.
- H. Parking Inventory: Manager shall inventory all vehicles in the Parking Facilities on a daily basis by license plate number and shall maintain a list of all vehicles for use in a lost ticket situation. Manager shall provide City with a report on a monthly basis outlining any vehicle that has been in the Parking Facilities for in excess of 30 days, and shall coordinate with the City for investigations on abandoned and stolen vehicles and the removal/recovery of the same. Procedures for vehicle inventory shall be included in the Manager's Policy and Procedures Manual. Manager shall provide City with a report on a monthly basis outlining facility utilization to include State and county of vehicles shown on the nightly vehicle inventory.
- I. Handicapped Parking: Manager shall coordinate with the City to assure that adequate parking spaces are reserved for use of handicapped persons and that said spaces are properly designated as such. Manager shall use its best efforts to ensure that such spaces are used only by bona fide handicapped persons. Manager shall be responsible for notifying the City's Airport Police Office of any

unauthorized parking in spaces designated for the use of handicapped persons.

- J. Towing and Emergency Assistance: Manager shall provide the following services and assistance to patrons upon request: (1) Manager shall provide jump start services for patrons with dead batteries (2) Manager shall provide patron's with the telephone numbers for entities that provide emergency towing services, lock opening services, and tire inflation/changing services.
- K. Shuttle Operation: Manager shall be responsible for providing regularly scheduled shuttle service to and from the passenger Terminal Building and economy parking lot(s), and as needed and requested by the City.
- L. Maintenance, Repair of Shuttle Vehicles: Manager shall be responsible for all maintenance and repair of the shuttle vehicles, the expenses of maintenance and repair to be included as an expense within Manager's Reimbursement. Manager shall service and repair the shuttle vehicles in accordance with the recommendations of the manufacturer. When a shuttle vehicle is removed from service for its routine maintenance and/or repair, there shall be a shuttle vehicle still in service to make certain continuous shuttle service is provided to customers and passengers. In the event shuttle service is interrupted and there are no vehicles available for service due to mechanical break downs, maintenance and/or repair, then a shuttle vehicle shall be acquired by the Manager until the shuttle vehicle service can be restored. The cost of providing this substitute shuttle vehicle may be included as an expense within Manager's Reimbursement, unless such repair or maintenance is due to the negligence of the Manager or its employees.
- M. Shuttle Drivers: Without limiting Manager's obligations under Paragraph F of Section 4.4 hereof, Manager shall be responsible for the selection and hiring of the shuttle drivers. Prior to hiring a driver for the shuttle, Manager shall perform a background and MVR check on the driver candidate to determine the nature and quality of the candidate's background and driving record. The candidate's background check must be satisfactory for Airport employment, must show a valid driver's license, and the candidate must have an insurable driving record. Post-accident drug and alcohol testing shall be required of each shuttle driver as soon as practicable following an accident which results in, a) personal injury or fatality, b) driver receiving a citation for a traffic violation, c) one or more vehicles incurs damage that requires towing from the site, or d) property damage reasonably estimated to exceed \$500.00.
- N. Curbside Traffic Control and Enforcement: Manager shall provide for staffing of Traffic Control Officers to patrol and manage the Terminal Building curbside and shall provide training to ensure continued certification of the TCOs in order for them to legally issue traffic citations to offenders. Manager shall provide for a Lead Traffic Control position to act as liaison between Manager staff and Airport Administration.
- O. Automatic Vehicle Identification Administration: Manager shall maintain a log of AVI

tags both issued and available for sale to Active Aircrew Members and Taxi Cab operators authorized to operate at the Airport.

4.3 Equipment and Signage.

- A. Equipment: City shall procure and Manager shall operate and maintain such current and future Parking Equipment and Operating Equipment as is necessary for the operation of the Parking Facilities.
- B. Signs: City shall procure, install, operate and maintain such informational, directional, lot identification and Parking Charge signs within the parking facility as are necessary for the operation of the Parking Facilities.

4.4 Personnel.

Manager shall recruit, hire and train such management, supervisory, cashiering, clerical and maintenance personnel as are necessary to manage and operate the Parking Facilities and operate the shuttle vehicles, in accordance with the terms of this Agreement, including the manning schedule, as are established in Exhibit G to this Agreement. Said personnel requirements shall specifically include the following:

- A. Site Manager/Asst. Site Manager: Manager shall select and appoint an experienced and qualified Site Manager whose duty and responsibility shall be the day-to-day management and operation of the Parking Facilities only at Pensacola Gulf Coast Regional Airport on behalf of Manager. The Site Manager shall be assigned a duty station in the main toll plaza where he/she shall be available a minimum of forty (40) hours per week during normal business hours. The Site Manager shall be vested with full power and authority to conduct the normal and ordinary operations of Manager at the Parking Facilities, including the authority to regulate the appearance, conduct and demeanor of Manager's employees and agents. Said Site Manager shall be available during scheduled working hours. During his or her extended absence, a responsible subordinate with commensurate authority shall be in charge and available and acting as the designated "Assistant Site Manager". He or she shall at all times be accessible by telephone or mobile phone for emergencies. In the event of the Site Manager's absence, there shall be designated an acting or assistant Site Manager who *will* take on the job tasks and authority of the Site Manager, during such absence. Said Site Manager shall be subject to the initial and continuing approval of the Airport Director.
- B. Shift Supervisors: Manager shall select Shift Supervisors to assist the Site Manager in the supervision of all aspects of the Agreement, shall act as the manager in the absence of the Site Manager or Asst. Site Manager, and shall be present at the Parking Facility a minimum of *forty* (40) hours per week, usually at those times when the Site Manager is not present. The Asst. Site Manager may

act in the capacity of Shift Supervisor during his/her scheduled hours.

- C. Cashiers and Other Employees: In addition to the Site Manager, Manager shall select, hire and train such full-time and part-time cashiering, clerical, maintenance and other support personnel as are necessary to meet the staffing and manning schedules for the operation of the Parking Facilities as are developed by Manager and approved by City. Manager shall develop staffing levels and personnel schedules reflecting the demand created at the Parking Facilities by airline schedules and passenger loads, including season and weather-related fluctuations to the same. The initial staffing and manning schedule for the Parking Facilities at the commencement date of this Agreement are delineated on Exhibit G. Cashiers, clerical, maintenance, drivers and other support personnel shall be paid an hourly direct wage not less than the minimum hourly wage as required by Federal or State law.
- D. Corporate Resources: Manager shall provide, as part of its management obligations hereunder and without additional compensation, the resources of its corporate staff to support the management and operation of the Parking Facilities, including but not limited to resources to support Parking Equipment and extraordinary operations problems.
- E. Addition and Deletion of Personnel: The Airport Director shall have the right, from time to time, and at any time, upon thirty (30) days written notice to Manager, to require Manager to add or delete personnel, whether permanent or part-time employees, from the initial approved schedule of staffing at the Parking Facilities, as shown on Exhibit G, and Manager shall comply with the Airport Director's instructions forthwith. Manager may recommend additions or deletions of personnel, but all of said additions shall be subject to the Airport Director's approval.
- F. Oversight and Control of Personnel
1. Manager shall screen, select and train personnel that have the requisite public contact skills, technical ability, employment history, criminal history and personal background to perform the duties to which they are assigned. All personnel involved in handling cash must be bonded or covered by appropriate insurance.
 2. All personnel shall be uniformed, and shall wear identification badges or name tags.
 3. Manager's employees at the Airport shall be courteous to customers and clean and neat in appearance at all times; employees shall not continue a telephone conversation and handle customers at the same time.
 4. Manager's employees shall not use improper language or act in a loud, boisterous or otherwise improper manner.

5. Manager's employees shall comply with City's smoking policy or regulation, as it now exists, and as it may be hereafter amended.
6. Manager's employees shall not drink an alcoholic beverage while on duty, take or be in possession of illegal drugs or be under the influence of a drug or alcoholic beverage while on duty.
7. Manager's employees shall not permit friends, family or others to come into the cashier's booth.
8. Manager's employees shall not bring any weapon upon the Airport premises nor possess a weapon while on the Airport premises.
9. Manager shall promptly discharge employees not meeting the standards imposed by Manager, this Agreement or the requirements of the City for personnel working at the Parking Facilities or the Airport.
10. Manager shall promptly report to the Airport Director any theft or suspected theft from the Parking Facilities or discharge of employee due to actual or suspected dishonesty.
11. Manager shall not permit any person to operate a licensed vehicle owned by or rented to City unless such person has a valid driver's license and an insurable driver's record. Manager shall provide department of motor vehicle record upon request and shall promptly notify City of any accident involving the shuttle bus operations.
12. Manager shall maintain at all times adequate fidelity bonds or insurance as outlined herein on its employees who handle cash.
13. Manager shall immediately remove from service at the Airport any employee the Airport Director requests for any reason whatsoever.

4.5 Conduct of Operations and Quality of Service.

- A. Manager shall manage and operate the Parking Facilities in a first class manner utilizing in all respects the highest standards and best practices found in airport public parking operations in the United States. Manager shall employ practices which will maximize Gross Receipts and minimize expenses of operation, while remaining consistent with the high quality of service required for Airport customers and patrons by City. Manager shall operate the Parking Facilities in a manner so as to prevent congestion on the Airport access roads and it is expressly agreed that there shall not be a sustained back-up of exiting vehicles for longer than five minutes unless all exit lanes are open.

- B. Manager shall operate the Parking Facilities *twenty-four* hours per *day*, seven days per week, including Sundays and holidays, throughout the year, unless the Airport Director shall change such hours of operation by notice, in writing, to Manager.
- C. No later than sixty (60) days after the Commencement Date of this Agreement, Manager shall develop a Policy and Procedures Manual for the management and operation of the Parking Facilities, all provisions of which shall be subject to the written approval of the Airport Director. Said manual shall address, at a minimum, the following subjects: (1) Manager's conceptual approach for the management and operation of the Parking Facilities; (2) general operating and management policies; (3) customer service policies; (4) purchasing and procurement policies and procedures; (5) cash control, deposits, credit card accounting and audit procedures; (6) lot and revenue control procedures; (7) lost ticket procedures; (8) customer complaint and ticket adjustment procedures; (9) employee job descriptions; (10) employee wage and compensation schedules, including policies for longevity pay for employees; (11) employee code of conduct; (12) employee training guides; (13) employee schedules; (14) accident and incident procedures; (15) facilities maintenance procedures (including schedule and tasks to be performed daily, weekly, monthly, quarterly and annually, equipment to be used or leased, hours of work, number of employees required); equipment maintenance procedures (including schedule and tasks to be performed daily, weekly, monthly, quarterly and annually, as well as emergency repairs procedures/contracts); (16) emergency procedures; (17) procedures to identify and handle abandoned and stolen vehicles; (18) location of Manager's office, and home and mobile phone numbers; (19) shuttle operating and maintenance procedures; and (20) company personnel policies. It shall be the responsibility of Manager to continuously update the contents of the manual to ensure that at all times it reflects the most current policies and procedures for the management and operation of the Parking Facilities. All of said changes shall be subject to written approval by the Airport Director.
- D. Manager shall handle customer complaints in accordance with the procedures established by Manager, approved by the Airport Director, and included in Manager's Policies and Procedures Manual.
- E. Manager shall monitor the Parking Facilities for unauthorized motor vehicles, boats, campers, motor homes, or storage trailers which may be parked in the Parking Facilities for storage purposes unrelated to passenger service and shall report the same to the Airport Director.
- F. Manager and its agents; employees, contractors and subcontractors shall conduct themselves in an orderly and proper manner so as not to disturb, annoy or offend others at the Airport. Upon notification by the Airports Director of any violation hereof, Manager shall forthwith take all reasonable measures necessary to terminate the offensive, disorderly, or improper conduct.

- G. Manager and its agents, employees, contractors and subcontractors shall at all times observe and comply with all City, local, state and federal laws, ordinances, regulations and policies.
- H. Manager agrees to observe and abide by all procedures, rules and regulations promulgated from time to time by the Federal Government, City or the Airport Director concerning security matters, parking ingress and egress, and *any* other operational matters related to the operation of the Airport.

4.6 Manager's Prohibitions.

- A. Manager shall not permit the Parking Facilities to constitute a nuisance and shall not conduct its business in a loud, boisterous or otherwise improper manner so as to annoy, disturb or offend customers, patrons, concessionaires or tenants of City.
- B. Manager shall not directly or indirectly run or operate a courtesy vehicle or in any way provide free passenger service to or from any motel, hotel or rent-a-car business or location. Manager shall not advertise in the Parking Facilities, or elsewhere at the Airport, any motel, hotel, overnight service or any other service or business provided by Manager or others.
- C. Manager shall not advertise or allow advertising of any kind within the Parking Facilities unless approved or directed by the Airport Director. Manager shall report *any* distribution of handbills, flyers or other forms of advertising to the Airport Director.
- D. Manager shall not alter, modify, improve or change the Parking Facilities without the prior written approval of the Airport Director.
- E. Manager shall not divert or cause the diversion of any parking from the Airport. During the term of this Agreement and any renewal hereof, Manager agrees not to own, operate, or have any financial interest in any automobile parking lot or structure within a five (5) mile radius of the Airport or own, operate or have a financial interest in any parking facilities which compete for or serve Airport customers without the prior written consent of the Airport and/or City.
- F. Manager shall not install, maintain or operate or permit the installation, maintenance or operation of pay telephones, vending machines or any other coin-operated machine or device for the purpose of selling, offering for sale, or providing any merchandise, product or service upon the Parking Facilities. For the purposes of this provision, but without limiting the generality hereof, amusement, music and entertainment shall be deemed to be services. City reserves the right to install or have Manager install any of the afore referenced equipment, machines or devices, and all income therefrom shall be paid to City.

- G. Manager shall not post, install or erect any sign, placard or poster at the Parking Facilities or anywhere at the Airport without the prior written permission of the Airport Director. Such signs as may from time to time be permitted by the Airport Director shall be made, posted, maintained and removed in accordance with his or her approval and directions, with the cost thereof being an allowable expense to be included in Manager's Reimbursement hereunder. City shall have the right to remove unauthorized signs at Manager's sole cost and expense.
- H. Manager shall not do anything in or upon the premises, nor bring or keep anything therein, which shall unreasonably increase or tend to increase the risk of fire, or cause a safety hazard to persons, or which violates or causes violation of any applicable health, fire, environmental or other regulation of any level of government.

Section 5. TERM AND RENEWALS.

5.1 Term.

Subject to earlier termination as may be provided herein, the term of this Agreement shall commence on Midnight, February 1, 2023 and shall continue for a period of five (5) years terminating at 11:59 pm on January 31, 2028.

5.2 City's Option to Extend.

City reserves the right to renew this agreement, at the sole discretion of the City and under terms and conditions to be determine by the City, for one (1) additional five (5) year term. If the City chooses to exercise its right to renew this agreement, the Manager shall be notified of the terms and conditions to which the City shall exercise this right prior to the end of the fourth (4th) year of the original term. The Manager shall have the choice as to whether to accept the City's proposal or allow the agreement to expire and shall so notify the City within thirty (30) days of receipt of City's proposal. Nothing in this paragraph shall be construed as to require the City to exercise such option to renew or as to require the Manager to accept such proposal from the City.

5.3 Continuation After Term.

Should Manager continue to manage and operate the Parking Facilities, upon the expiration of the term, or any extension thereof, without notice of cessation or termination by City, said continuation shall be deemed a month-to-month renewal of this Agreement terminable by City, without cause, upon thirty (30) days written notice to Manager and terminable by Manager, without cause, upon ninety (90) days written notice to City.

5.4 Transition.

Upon expiration or earlier termination of this Agreement, Manager agrees to cooperate fully with the City and with any successor manager chosen by City to ensure a smooth transition from Manager to such successor.

5.5 Earlier Termination.

Any other provisions of this Section 5 and this Agreement notwithstanding, the City may, upon the issuance to Manager of a ninety (90) day written notice of termination, terminate this Agreement prior to any expiration date specified in Sections 5.1 or 5.2 of this Section 5.

Section 6. MANAGER'S REIMBURSEMENTS AND COMPENSATION.

As consideration for Manager providing those services described in this Agreement, Manager shall be reimbursed and compensated as described herein.

6.1 Reimbursements.

Subject to the limits established in Manager's Budget, as approved in advance and in writing by the Airport Director, including approved amendments thereto, Manager shall be reimbursed for any of the following costs it incurs in managing and operating the Parking Facilities:

- A. Direct salaries and wages, including overtime, of personnel while directly employed on-site in the management and operation of the Parking Facilities under this Agreement. Any overtime reimbursement requested from City shall be within the overtime allowance established in Manager's approved Budget and, upon request of Airport Director, may be required to be accompanied by an explanation of the need for such overtime.
- B. The fringe benefit costs on direct salary and wage costs, allowable under Paragraph A above, including the cost of unemployment, excise and payroll taxes, contributions for social security and Medicare insurance, worker's compensation insurance, pension and retirement payments, hospitalization benefits and vacation and holiday pay, if any.
- C. Other allowable direct non-salary costs incurred by Manager for the management and operation of the Parking Facilities, which shall include the following:
 - 1. costs for its operation of an on-site Airport office, including such items as office supplies, postage, telephone expense, computer programming, on-site data processing costs, and furnishings;
 - 2. the costs of maintaining Manager-owned and City-owned Parking Equipment and

Operating Equipment used in the operation of the Parking Facilities as approved by City and shown on Exhibit D ;

3. the cost of all other on-site direct management and operating expenses, including, but not limited to, signage, tickets and forms; uniforms, contract services, rental of equipment, general supplies, taxes and licenses directly charged to the Parking Facilities site or operation; cost of performance bonds or bid bonds; City approved bank and credit card service charges, discount fees, and system maintenance, utilities expense, if any, and such other reasonable and necessary, direct non-salary costs approved in Manager's annual Budget;

4. Manager's approved Amortization Payment, if any, allowable pursuant to Section 9.1.

D. No expenses other than those specified herein as Reimbursements or as set forth on the approved annual Budget, shall be reimbursed to Manager. Manager's costs for overhead, corporate and regional office expenses and all indirect, non-site specific costs are covered within "Manager's Compensation" provided for in Section 6.2, including but not limited to the following: salaries and related costs and expenses of nonresident or indirect legal, accounting, outside audit, administrative, operations, bookkeeping and executive personnel of the Manager who provide indirect services to the Manager's operations at the facilities; business licenses and permits; franchise fees; assessments; bookkeeping fees; administrative fees; accounting fees, except for sales taxes and permit fees incurred on items and services purchased for the Parking Facilities; federal, state, and local income and personal property taxes incurred by the Manager or any individual of the Manager's operations; accounting and audit department costs; information system costs; travel expenses of home office or regional managers; general office expenses; entertainment, accommodations, or equipment; contract negotiation expense; costs of settlements of legal disputes involving human rights violations, legal claims and suits, including, without limitation, sexual harassment claims or environmental claims; claim management fees; leasing, maintenance or utility costs of other Manager facilities; the cost of *any* legal penalties, fines or tickets incurred by the Manager or the Manager's employees, agents or invitees; and all costs of working capital including those related to site operations. Reimbursement will not be made for any expense not included in Manager's approved annual Budget for said Parking Facilities, as further described in Section 6.08.

6.2 Manager's Compensation.

In addition to the Reimbursement allowable to Manager pursuant to the terms of Section 6.1 above, City shall pay the Manager, in equal monthly installments, for Manager's performance hereunder, a fee of \$24,000.00 for contract year 1, \$24,000.00 for contract year 2, \$24,000.00 for contract year 3, \$24,000.00 for contract year 4, and \$24,000.00 for contract year 5 for all indirect fees associated

with the administration of the Parking Facilities. Said monthly fee shall be included in the monthly invoice as outlined herein. Should the City exercise its right to renew this agreement for one additional five-year term in accordance with Section 5.2, said Manager's Compensation shall be increased by three percent (3%) for each year of the additional term.

6.3 Credit Card Processing.

As reimbursement for the credit card processing services, the City shall pay Manager a flat fee of two and three-quarter percent (2.75%) of the total credit card revenue collected. It is specifically understood that this fee includes all discount rates, per item fees, authorization fees, set-up fees, maintenance fees, batch fees, charge back fees, ancillary service fees and all related accounting and reconciliation. Such fee and the monthly credit card reconciliation information shall be included in the monthly invoice as outlined herein.

Manager retains the right, upon not less than twenty (20) days advance written notice to the City, to increase the credit card processing fee in the event of:

- A. A change in American Express, VISA, MasterCard, or Discover assessments or technical configurations.
- B. A change in government regulations, laws or statutes.
- C. A change in telecommunications regulations, services or fees.
- D. A change in the charges for automatic clearing house transfers or bank depository charges.

Any changes in the credit card processing fee shall only reflect the actual increased costs that may result from the foregoing events.

6.4 Request for Reimbursement and Compensation.

Not later than fifteen (15) business days after the close of each month under this Agreement, Manager shall prepare and file with the Airport Director a written request for Reimbursement and Manager's Compensation in the format described in Exhibit H to this Agreement ("Request for Reimbursement and Manager's Compensation"). The request shall be certified by the Site Manager and Manager's finance department representative responsible for preparation of said request. The request shall be accompanied by a copy of Manager's payroll for the month certified by the Manager's officer or manager responsible for the preparation of Manager's payroll for said month together with receipts for other Reimbursements shown for the month. The Airport Director shall review and either approve or disapprove, in whole or in part, the amount of each Request for Reimbursement and Manager's Compensation.

Any disputed invoices or charges shall be deducted from the Manager's invoice. The City shall provide Manager, in writing at the time of payment of monthly invoices, reasons for deductions. Manager, within thirty (30) days, has the right to present a written explanation of disputed invoices or charges to the City. The City shall determine validity of the disputed invoices or charges based on additional documentation supplied by Manager. If approved after additional documentation is considered, the amount shall be added to the next invoice paid by the City. The City's decision in any matter pertaining to disputed invoices or charges is final.

Cumulative monthly reimbursements for expenses for any budget line item shall not exceed the total Annual Budget for each category unless approved in advance in writing by the Airport Director.

6.5 Payment of Manager's Reimbursement and Compensation.

The City issues checks for payment of invoices on the 10th of each month. The signed copy of a correct invoice must have been received by the Office of the Airport Director prior to the 25th of the previous month for consideration for payment on the 10th of the month. Items received on or after the 25th will be processed in the following payment cycle.

6.6 Performance Incentive Bonus.

The City shall evaluate the performance of the Manager on an annual basis and the Manager may be eligible for a performance bonus based on the findings of the evaluation. The evaluation will review items such as customer service, efficiency of the operation, budget attainment, management performance and the overall responsiveness of the Manager to the City's needs. The bonus is not guaranteed and shall be paid solely at the discretion of the City. The bonus shall be paid on the basis of an annual evaluation of performance to be completed by Airport Staff. The form included herein as Exhibit I shall be used to evaluate Manager's performance. The bonus shall at no time exceed one percent (1%) of the annual adjusted gross receipts over one million dollars (\$1,000,000) for the applicable year.

Section 7. GROSS RECEIPTS AND REPORTS.

7.1 Gross Receipts.

The Manager shall collect and hold in trust for and on behalf of the Airport all gross receipts collected from parking customers. "Gross Receipts" shall mean and include all monies paid or payable to Manager, whether in cash or by credit card transaction or otherwise, for the parking of automobiles and other authorized motor vehicles, whether on an hourly, daily, weekly, or monthly basis, within the Parking Facilities at the Airport, less all refunds, discounts as authorized by the City, sales tax, use tax, excise tax, occupancy tax, gross receipts tax, or other taxes assessed

upon or attributable to said receipt or occupancy of the premise.

Without limiting the foregoing, Gross Receipts shall expressly include (a) all monies actually collected from customers and patrons, including gross receipts from customer and patron credit card transactions; and (b) all monies which, in accordance with the Parking Charges established and authorized by City for the use of the Parking Facilities, Manager should have collected from any customers or patrons.

7.2 Taxes.

Taxes shall be paid by the Manager directly to the taxing authority involved. All taxes, discounts and refunds shall be accounted for in the Manager's monthly revenue statement and will be reimbursed by the Airport.

7.3 Adjusted Gross Receipts.

The following deductions, exclusions and allowances shall be made against Gross Receipts to determine Adjusted Gross Receipts. Adjusted Gross Receipts shall not include that portion of Parking Charges on any parking ticket issued at the Parking Facilities which is validated as "no fee parking" or "adjusted parking" under a validation or charge adjustment procedure approved in writing by the Airport Director. Adjusted Gross Receipts shall not include, to the extent included in deposits or deposited with Gross Receipts, taxes that may be hereafter imposed, by law which are separately stated to and paid by a customer or patron and which are lawfully required to be collected by Manager, or by Manager on behalf of City, for a taxing authority, and directly payable by Manager to said taxing authority, parking over-charges, and all other deductions from or adjustments to Gross Receipts authorized in writing by the Airport Director.

7.4 Deposits.

Manager shall prepare parking lot cashier deposits and deposit slips and process credit card payments for remittance to City's bank account in accordance with the lot and revenue control procedures included within Manager's approved Policy and Procedures Manual, prepared in accordance with the provisions of Paragraph C of Section 4.5 of this Agreement, for all Gross Receipts received during their respective shifts. Manager shall deposit funds into such bank or other depository account as the City shall, from time to time, require. Cash gross receipts shall be deposited by Manager on at least a daily basis prior to the end of the next business day after collection and shall deposit credit receipts within seven (7) business days after the transaction takes place. Manager shall provide the Airport Director with a copy of all daily deposit slips, a cash summary reconciling the total gross receipts to the daily deposit, and a copy of the summary of credit card transactions processed for deposit *covering* all Gross Receipts for said day by 4:00 p.m. of City's next business day. In the event that Manager shall fail to tender a daily

deposit of Gross Receipts, as aforementioned, Manager shall pay a penalty equal to ten percent (10%) of the un-deposited Gross Receipts for each twenty-four (24) hour delay in making such deposit, which amount shall be payable to City on demand. Failure to deposit receipts within the required time period for more than two (2) occurrences per month shall be cause for immediate termination of this agreement.

Should any of said Gross Receipts be lost, stolen, or otherwise unlawfully removed from the custody and control of the Manager, Manager shall continue to be responsible therefore and shall deposit in the bank designated by City a like sum of monies within forty-eight (48) hours of discovery of such loss, theft, or unlawful removal. Manager will notify the City of any such incident in writing within 48 hours, including details of the surrounding circumstances and employee(s) or individuals involved. Manager must be insured as provided in this Agreement and, should said loss, theft, or unlawful removal be insured or otherwise secured by Manager, any payments made to City by such insurance company, bonding company, or other, when paid to City, shall be reimbursed to Manager to the extent of such deposit.

Within ten (10) business days following the end of the month, the Manager shall submit to the City as statement accounting for all gross receipts and said statement shall be witnessed and certified as correct by an Officer of the Manager. The format for this report shall be in a format approved by the City. Failure to submit this statement on or before the date required shall be cause for the immediate termination of this agreement.

7.5 Accounting Records.

Manager shall keep true and accurate books of account and records covering the Gross Receipts and expenses of operating and maintaining the Parking Facilities, including Reimbursements and Manager's Compensation for three years after each annual contract period. Said books of account and records shall be kept and preserved in hard copy, electronic copy or other media source reasonably acceptable to City.

The Manager shall maintain and keep available to the City for inspection upon six (6) hours notice the following:

- A. Records of all tickets purchased and used including dispenser number in which the tickets were used and the date used.
- B. All used parking tickets, lost ticket forms, and validations for a three (3) month period. At the end of this period, all of these records are to be turned over to the City.
- C. All shift reports for a three (3) month period. At the end of this period, all of these reports are to be turned over to the City.

- D. Any and all other accounting records maintained locally which pertain to the receipt of parking revenues.

The Manager shall not destroy any records pertaining to the operation of the Parking Facilities without the express written permission of the Airport Director.

7.6 Reports and Supporting Information.

A. Manager shall prepare and file with the City, by the due date therefore, those daily, monthly and annual reports ("Reports") regarding the operation and management of the Parking Facilities as called for in this Agreement and in the lot and revenue control procedures and the customer and patron complaints, claims, disputes and correspondence procedures approved by the Airport Director and included in Manager's approved Policies and Procedures Manual.

B. Manager shall also keep full and accurate records, books, summaries and data with respect to all collections of Parking Charges made or which should have been made by it hereunder, including the tickets issued, redeemed, lost, unaccounted for and any transactional information related thereto, which shall support the monthly Statements and Reports delivered to City, including the amount of any state or local sales, excise, or other consumer tax return records. Manager shall retain all such supporting documentation (including all parking tickets, transactional data and lost ticket reports) and shall make such documentation available to the City on request. Manager shall continue to retain all such Parking Charges documentation for such retention periods as identified in Section 7.5 above. The making of any willfully false report or statement of any kind shall authorize the City to immediately terminate this Agreement.

C. City shall have the absolute right to copy and use for its benefit or the benefit of any successor operator, any and all reports and supporting information in any way related to the operation and management of the Parking Facilities or any transactions or parking therein. Manager shall prepare and provide to City, as and when requested, such other transactional and operational data regarding the management and operation of the Parking Facilities as the Airport Director may reasonably request from time to time.

7.7 City Rights of Inspection and Audit.

Should City elect from time to time to inspect, and/or audit, the books of account and records referenced in Sections 7.5 and 7.6 or the reports or any supporting information, Manager shall provide City and its representatives, upon three (3) business days prior written notice, unlimited access to all of its books of account

and records (including but not limited to those records maintained on microfilm and computer disks), reports and supporting information, all of which may be copied by City and its representatives. Without limiting the generality of the foregoing, the City or its representative shall have the right, upon three (3) business days prior notice, at any time and from time to time, to audit all of the records of Manager relating to business transacted at or from the Airport including, but not limited to, those identified in Sections 7.5 and 7.6 and, upon request, Manager shall make all such information available for such examination at the Airport, all of which may be copied by City and its representatives. If delay or additional costs are incurred in connection with such audit; which are caused by Manager, Manager shall be responsible for such additional costs. If Manager so desires, and City concurs, the City or its representative may conduct the audit at a location, other than at the Airport, at Manager's expense, including, but not limited to, Manager's reimbursement of City's travel expenses, travel time, and other related expenses. None of the aforementioned expenses shall be included as a Reimbursement by Manager under the provisions of this Agreement. If an audit discloses that any of the books of account or records or Reports then being audited understated or overstated the Gross Receipts by two percent or more or overstated Reimbursements by two percent or more, the costs and expenses of the audit, the Manager shall pay the City the full cost of the audit. The understatement or overstatement of more than 2.0% may also constitute a breach of this Agreement. If an audit discloses amounts due City, the amount due, plus a service charge of two percent (2%) of said sum per month for each month from the date said sum shall have been paid to the City to the date payment is made to the City.

7.8 Manager's Annual Budget.

Prior to the Commencement Date of this Agreement, and thereafter ninety (90) days prior to each anniversary of the Agreement, Manager shall prepare and submit to the Airport Director for his or her written approval a budget for all expenses to be incurred during the year. The budget shall be in the format described in Exhibit F attached hereto with appropriate supporting detail, including detail of direct salary and wage expense, fringe benefit costs and supporting schedules for major categories of operating expense comprising Reimbursements. The form and content of said supporting data will be agreed to by City and Manager as part of the initial budget approval process under this Agreement. The City shall notify the Manager of any changes to the budget or budget approval on or before the anniversary date of the Agreement. Once approved by the Airport Director, all operating expenses included in the annual budget shall be considered authorized and reimbursable and said approved Budget shall be the control limit on reimbursements to Manager. Once the annual budget is approved, the Manager shall not make any changes to items

within the budget, including salary and wage levels, without obtaining prior approval of the City. Written authorization from the Airport Director shall be considered appropriate authorization. Any expense incurred by the Manager that is greater than one hundred dollars (\$1,000) above the pre-approved budget for the year may be disallowed for reimbursement by the City.

7.9 Manager Annual Audits.

Manager shall perform internal audits of its operation of the Parking Facilities to determine compliance with the standards contained within this Agreement and within the Policy and Procedures Manual. Audits shall be performed by individual employed by Manager who are not otherwise engaged in the day-to-day operation of the parking facility or who otherwise have any oversight of the operation. Said auditors shall be independent of the parking operation. Each audit report shall be forwarded to the City. Internal audits shall consist of, as a minimum, the following:

- Secret Shopper Audits: To be conducted once a quarter to evaluate general customer service standards. Reports shall provide general information consisting of shop date, enter time, exit time, what type of ticket transaction (regular or lost), ticket number, amount paid, booth number, fee displayed on fee indicator, number on receipt, cashier's name and description. Report shall also contain the shoppers rating of customer service in terms of good/fair/poor for uniform/appearance of cashier, greeting from cashier, politeness of cashier, and professional of cashier. The report shall contain a brief description from the shopper of the audit.
- Location Audits: To be conducted on an annual basis to evaluate:
 - Facility Appearance: Review appearance of the entrances, exits and signage, and to observe cashiers for compliance with Manager's customer service standards.
 - Revenue Reporting: Review random samples of transactions and cashier and manager reports for errors. Review connection of reports to daily report and ingress/egress reports. Review Site Manager's controls for adequacy and timeliness.
 - Records and Administration: Review required logs for correctness and completeness. Review validation program for proper authorization and procedures. Evaluate credit card acceptance procedures to ensure adequate controls.
 - Cash Handling and Equipment: Review operation for lapses or vulnerabilities that could place revenue at risk. Review cash handling procedures. Check equipment for proper

operation. Check location to ensure customers cannot exit without paying.

- Safety: Review operation relative to Manager's safety program

Specific elements to be reviewed during the annual location audit shall be forwarded to the City for review and comment prior to commencement of the audit.

Section 8. MAINTENANCE AND REPAIRS AND IMPROVEMENTS.

8.1 City Maintenance and Repairs.

A. Except as provided in Section 8.2 City shall be responsible for all structural and ordinary maintenance and repairs or replacements of all surface areas comprising the Parking Facilities; the exit plaza facilities, including the canopy, islands, toll booths and the Manager's office; sidewalks, walkways; directional signs to, from and within the Parking Facilities, and permanent fixtures and fixed improvements which comprise the Parking Facilities; electrical systems and service lines provided to the Parking Facilities and to Parking Equipment; for area exterior lighting within the Parking Facilities; for storm water and drainage systems within and to and from the Parking Facilities; and for plumbing and HVAC systems, to the extent provided, within the Manager's office and booths; and for all landscaping, entrance roadways and areas outside of the Parking Facilities.

B. The cost of any repair, replacement or maintenance incurred by City, other than ordinary wear and tear, as a result of Manager's negligence or intentional misconduct, that of its subcontractors, or those others over which Manager has control or right of control, shall be reimbursed to City by Manager and said cost shall not be allowable as a Reimbursement.

C. The City shall not be liable to Manager, the Manager's employees, patrons, or vendors for any damage to their merchandise, trade fixtures, or personal property caused by water leakage from the roof, water lines, sprinkler, or heating and air conditioning equipment unless caused by the sole negligence of the City, its employees or agents.

8.2 Manager's Maintenance and Repairs.

A. Manager shall be responsible for all keeping the toll plazas and booths in a clean and neat condition and shall provide janitorial services to the areas.

B. Manager shall perform ordinary preventive maintenance and ordinary upkeep and non-structural repairs of all facilities and equipment in the toll plazas and

booths including but not limited to re-lamping of light fixtures in the toll plaza office and booths, plumbing fixtures and appliances with said maintenance costs to be reimbursable. The cost of same shall be reimbursable.

C. Manager shall provide for a continuous maintenance program for all of the revenue control equipment, gate arms and vehicle count system. Said maintenance costs shall be reimbursable. Manager shall submit a monthly maintenance log to the Airport Director. Such maintenance log shall be due on the first business day of the month immediately following the month for which such maintenance was performed.

D. Manager shall provide for the ticket stock and other supplies needed to manager the Parking Facilities: Said material shall be reimbursable.

E. Manager shall have the duty promptly notify the Airport Director or his or her authorized designee of any conditions or events which would necessitate City performing any of its maintenance, repair or replacement obligations under the above provisions of Section 8.1.

8.3 City's Right to Inspect Maintenance.

Should Manager fail to perform its maintenance obligations in conformance with the terms and conditions of this article within a period of seven (7) days following written notice of such failure, the City reserves the right to take any action to cure said failure on behalf of the Manager and Manager agrees to promptly reimburse the City for administrative costs equal to ten percent (10%) of total cost.

8.4 Cleaning of Parking Facilities.

A. Trash and Debris: Manager shall be responsible for keeping the Parking Facilities free of trash and debris and shall place said trash and debris in trash receptacles owned and placed by the City. Cleaning operations shall be performed as frequently as may be necessary to keep and maintain the Parking Facilities at all times in a clean and orderly condition. If City determines that said cleaning is not satisfactory, City shall so notify the Manager in writing. If said cleaning is not performed satisfactorily by Manager within twenty-four (24) hours after receipt of written notice, City or its agents shall have the right to enter upon the Parking Facilities and perform the cleaning, and the manager agrees to promptly reimburse City for administrative costs equal to 15% of total cleaning costs. The City shall cause said trash receptacles to be emptied on a regular basis.

B. Sweeping: The City shall be responsible for periodic sweeping of the facility by truck mounted vacuum systems or equivalent.

8.5 Use of Subcontractors.

In the event that Manager employs subcontractors to perform any maintenance or repair obligation of Manager, Manager shall provide City with the identification of said subcontractor, an indemnity to City covering said subcontracted work from said contractor, and certificates of insurance, in form and substance acceptable to City, evidencing liability, workers compensation and other applicable insurance required under Manager's approved procurement process and naming the City as additional insureds; provided that such indemnity and insurance shall be in addition to that provided by Manager, and shall not relieve Manager of its insurance and indemnity obligations otherwise provided herein to City.

8.6 Future Improvements by City.

The Airport's February 2020 Master Plan identified several roadway area redevelopment projects including a need for additional parking spaces to meet current and future needs of the traveling public. During the term of this management agreement, and any renewals thereafter, the City of Pensacola may undertake such roadway area redevelopment projects. The City reserves the absolute and exclusive right to outsource for the design, construction, operation and management of such additional Airport parking facilities. Should the City in its sole discretion determine it to be in the best interest of the City to require manager to manage any additional Airport parking facilities, the agreement may be amended to include the additional facilities.

Section 9. AUTHORIZATION OF AND REIMBURSEMENT FOR EQUIPMENT AND IMPROVEMENTS.

9.1 Approvals for Parking Equipment, Operating Equipment and Improvements.

As of the execution date of this Agreement, there is no Manager-owned Parking Equipment or Operating Equipment or Manager-constructed improvements at or within the Parking Facilities.

A. Process and Procedures: Before Manager may acquire any Parking Equipment or Operating Equipment for, or make any improvements to the Parking Facilities, Manager must request approval from the Airport Director to acquire said equipment or make said improvements and provide the Airport Director with the justification and the cost therefore, the procurement specifications to be used to obtain said equipment or make said improvements, the allowable costs of financing therefore, if any, and the estimated useful life of said equipment or improvement. Upon written approval by the Airport Director, Manager shall proceed to acquire said equipment or make said improvement in accordance with said approvals, in accordance with the procurement process approved by City. Upon completion of the purchase or improvement, the equipment or improvement; its cost and useful life and its

Amortization Payment shall be incorporated into a revised Exhibit D. The Amortization payment shall be reimbursable. In addition, the Airport Director shall also have the right to require Manager to procure additional Parking Equipment, Operating Equipment or make improvements to Parking Facilities that she or he deems necessary for the operation of the Parking Facilities under the procedures as outlined aforesaid. Upon acquisition of said equipment or completion of said improvement, as aforesaid, Manager shall forthwith provide the City with evidence of payment to its contractors, subcontractors and suppliers and with verification of final costs in form and substance acceptable to the Airport Director.

9.2 Purchase of Equipment and Payment for Improvements.

If, upon the expiration or termination of this Agreement, Manager and City do not enter into an Agreement providing for the continued management and operation of the Parking Facilities by Manager, City shall pay Manager for the unamortized cost of any Parking Equipment and Operating Equipment purchased for the operation of the Parking Facilities and the unamortized cost of any improvement constructed for the Parking Facilities approved by Airport Director and remaining unreimbursed. Upon payment by City, Manager shall provide City with all warranties and maintenance manuals.

9.3 Immediate Reimbursement to Manager.

In lieu of payment to Manager of the Amortization Payment under Section 6.1, Paragraph C, City may elect to immediately, or at any time prior to completion of Amortization Payments for any equipment or improvements made to or for the Parking Facilities, reimburse Manager for the unamortized cost of any equipment purchased or improvement made pursuant to Section 9.1 above. In the event City so elects, Manager's cost will be reimbursed within thirty (30) days of purchase and installation or equipment or completion of improvement or thirty (30) days of City election, as the case may be. Reimbursement will be made upon Manager's invoice. Manager shall provide documentation of title or completion, if applicable, in such form as the Airport Director may require, and said equipment or improvement shall not thereafter be subject to an Amortization Payment.

9.4 Other Provisions Governing Equipment Acquisition and Improvements.

The Manager shall follow and strictly comply with the following provisions in its procurement of equipment and making any improvement under the provisions of Section 9.1 above.

A. General: Manager will not acquire any Parking Equipment or Operating

Equipment nor make any alterations or improvements to the Parking Facilities until after first obtaining the written consent of the Airports Director in accordance with Section 9.1 above. All installations of equipment and alterations and improvements to the Parking Facilities made by the Manager shall be made in a workmanlike manner without damage to the Parking Facilities, except such damage that is promptly repaired or corrected by the Manager. No installation, improvement or alteration shall be made unless the Airport Director shall first review and approve in writing the plans and specifications for such installation, alteration or improvement, and Manager shall have obtained all applicable building permits.

B. Construction Bonds and Insurance

1. Bonds: Prior to the Airport Director granting authority to Manager to proceed with the installation of any equipment or the construction of improvements or alterations, Manager may be required to provide construction completion and labor and material payment guarantees, in a sum equal to the full cost of the installation or construction. Such guarantees shall be substantially in the form required for City procurements and improvements. The cost of such Bonds shall be reimbursable.

2. Insurance: Prior to the Airport Director granting authority to proceed with the installation of any equipment or the construction of any improvement or alteration, Manager or its contractor shall take out and maintain during the construction period additional insurance as may be required by the City, the cost of which shall be reimbursable.

C. All Equipment and Improvements to Conform with Statutes: All improvements, furniture, fixtures, equipment and finishes, including the plans and specifications therefore, constructed or installed by Manager, its agents or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations. Any approval given by the City or the Airport Director shall not constitute a representation or warranty as to such conformity; responsibility for compliance with all such laws and rules and regulations, including obtaining all necessary permits and approvals, shall at all times remain with Manager. Manager shall reimburse the City for all costs and expenses the City incurs:

- as a result of the fact that the improvements, additions, or alterations do not comply with local, state and federal law;
- in defending against, settling or satisfying any claims that the City is responsible for paying for improvements commissioned by Manager hereunder; or
- in defending against, settling or satisfying any mechanic's lien

claims, asserted as a result of unpaid-for improvements commissioned by Manager hereunder.

D. Disapprovals: In the event of disapproval by the Airport Director of any portion of any plans or specifications, Manager shall promptly submit necessary modifications and revisions thereof for approval by Airports Director. Airports Director shall act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by Airport Director, and no alterations or improvements shall be made to or upon the Parking Facilities without the prior written approval of the Airport Director. The City, through the Airport Director, shall have the absolute right to disapprove the installation of any equipment or the construction of any improvements or alterations and such refusal shall be deemed reasonable and final.

E. Provision of As-Built Drawings: Upon completion of any installation, improvement or alteration, Manager shall provide City two (2) completed sets of as-built drawings in reproducible form as specified by City, if such as-built drawings were required in City's approval to Manager under Paragraph A above. Manager agrees that, upon the request of City, Manager will inspect the installation or improvement jointly with City to verify the as-built drawings.

F. Title to All Equipment: Except as may be otherwise specified in writing in the Airport Director's approval to Manager pursuant to Paragraph A above, title to all equipment acquired and improvements made to the Parking Facilities shall immediately upon payment by the City pass and vest in City upon installation or completion. Title to trade fixtures provided by Manager, which are not included as Parking Equipment or Operating Equipment and for which the purchase price has not been charged to City, hereunder shall remain in Manager.

G. Right to Other Property: Except as may otherwise be provided for herein, Manager shall have the right upon the termination of this Agreement to remove any of its trade fixtures, expendables, and personal property, if any, from the Parking Facilities which have not assumed the nature of an improvement or fixture to real property and/or have not been paid for by City as a Reimbursement or otherwise under Sections 9.1, 9.2 and 9.3; provided, however, that Manager is not then in default hereunder, and provided further that Manager, at its sole cost and expense, shall repair or shall reimburse the City for the cost of repairing any damage which may be caused by such removal. Upon failure of Manager to remove such property within twenty-four (24) hours after the date of termination of this Agreement, the Airport Director shall have the right to remove such property, notwithstanding any security

interest in same, and to store it, and Manager shall pay to the City the cost of such removal and storage or at the option of the City's representative, any such property remaining after the termination of this Agreement shall immediately be and become the property of the City.

H. Removal of Items:

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

2. Except as may be provided for herein, Manager shall not remove or demolish, in whole or in part, any improvements or equipment upon the premises without the prior written consent of the Airport Director.

Section 10. INDEMNIFICATION AND INSURANCE.

10.1 General.

Manager shall be required to comply with the following insurance and indemnification provisions prior to commencement of activity:

Prior to taking possession of the premises, the Manager shall procure and maintain insurance of the types and to the limits specified.

The term City as used in this section of the Agreement is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

The Manager and the City understand and agree that the minimum limits of insurance herein required may become inadequate during the term of this Agreement. The Manager agrees that it will increase such coverage to commercially reasonable levels required by the City within ninety (90) days upon receipt of written notice from the Airport Director.

10.2 Insurance Requirements.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

A. Worker's Compensation

The Manager shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person -accident, \$100,000 each person - disease, \$500,000 aggregate - disease.

B. Commercial General, Automobile and Umbrella Liability Coverages

The Manager shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

1. Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, contractual, products and completed operations, and independent contractors. The coverage shall be written on occurrence-type basis. Fire Legal Liability coverage with minimum limits of \$100,000 per occurrence must be provided.
2. Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. Minimum limits of \$1,000,000 combined single limit must be provided.
3. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.
4. Garagekeeper's and Garage Liability Insurance coverage must be provided. Minimum limits of \$1,000,000 each accident and in the aggregate must be provided. Garagekeepers coverage must be endorsed to include direct coverage with a direct primary option.

C. Fidelity/Crime and Employee Dishonesty Insurance

Manager shall maintain in force with an insurance company authorized to do business in the State of Florida the following fidelity and employee dishonesty types of insurance:

1. A fidelity bond/crime policy to respond to employee dishonesty, theft, disappearance and destruction satisfactory to City in its reasonable discretion. Minimum limits of \$1,000,000 per occurrence.

10.3 Certificates of Insurance.

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, the Manager shall furnish copies of the Manager's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Manager shall replace any canceled, adversely changed, restricted or non-renewed Policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Manager shall, upon instructions of the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy should be sent to the Pensacola International Airport, Attn: Manager of Properties, 2430 Airport Blvd., Suite 225, Pensacola, FL 32504.

10.4 Insurance of the Manager Primary.

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

10.5 Loss Control and Safety.

The Manager shall retain control over its employees, agents, servants and

subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Manager shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Manager for the protection of all persons, including employees, and property. The Manager shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

10.6 Hold Harmless.

The Manager shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Manager and persons employed or utilized by the Manager in the performance of this agreement. The Manager's obligation shall not be limited by, or in any way to, insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10.7 Pay On Behalf of the City.

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

Section 11. PERFORMANCE GUARANTEE.

11.1 Amount of Performance Guarantee.

Upon execution of this Agreement, Manager shall provide, file and maintain with City, during the term of this Agreement, a performance guarantee satisfactory in form and content to the City. The performance guarantee shall be in the initial amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars. This performance guarantee is required to guarantee the full and faithful performance of all the terms and conditions of this Agreement by the Manager, shall be subject to claim by the City in the event of default by the Manager and shall stand as security for payment by the Manager of all valid claims by the City. Manager must ensure that the performance guarantee is maintained at all times in the proper amount throughout the period of the Agreement. The performance guarantee shall extend for a period of thirty (30) days after the expiration of this Agreement to provide for conditions required during a

transition period.

11.2 Form of Guarantee.

The performance guarantee shall be a performance bond in the format attached as Exhibit J. The bond shall be issued by a company acceptable to the City, authorized to do business in the State of Florida and payable to the City in case this Agreement is cancelled for cause or upon default by Manager, or upon other valid claim by the City. The bond shall also include language that will specifically give City the right to demand payment in the event the Manager fails to comply with its obligations covered under the paragraph entitled "Transition" herein.

An annually renewable performance bond may be substituted by the Manager each year in lieu of providing a single bond. Such performance bond shall not contain any exclusion or condition based on a time-period for the discovery of, and the making of a claim for any loss which is less than one year after the expiration date of such performance bond. In other words, the performance bond shall allow the City to make a claim under the bond, for losses which totally or partially occurred during the period of such bond. Such extended claim discovery and/or claim reporting period shall be for a period of at least one year or longer after the expiration of such bond. Such bond shall not contain any wording which would allow for the cancellation or reduction in coverage under the bond, other than at the-listed expiration date, provided that 30-days notice of such expiration is given to the City before termination of coverage at any such expiration date.

11.3 Certificate of Renewal.

At least forty-five (45) days prior to the expiration date on which any such performance guarantee expires, Manager shall provide and file with the Airport Director a renewal or replacement guarantee meeting the requirements of Section 11.2 aforesaid.

11.4 Maintenance of Guarantee.

If Manager fails to provide or maintain the performance guarantee in effect at any time during the period of the Agreement, the Manager shall be in default and this Agreement may be immediately terminated by the City.

Section 12. DAMAGE TO PARKING FACILITIES/CURTAILMENT OF OPERATIONS.

12.1 Damage Due to Manager's Negligence.

Manager shall be liable for any damage to its assigned area and to the Airport and to any improvements thereon caused by Manager, its partners, officers, agents, employees, invitees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which Manager is liable shall be made by Manager with due diligence and in a manner acceptable to the City unless the City determines that it is more appropriate for the City to make the repairs. In such a case, the City shall make the repairs at Manager's expense. All repairs for which Manager is liable and which are not undertaken after the City has given Manager notice to so do shall be performed by the City, in which event Manager shall reimburse the City for the cost thereof, plus a ten percent (10%) administrative charge.

12.2 City's Right to Suspend or Reduce Operations.

In the event of any damage, by fire or other casualty to the Airport or any major Airport facility, or in the event of any substantial curtailment of air traffic into or out of the Airport or substantial reduction in movement of passengers through the Airport, for any reason whatsoever, the Airport Director shall have the right to order a curtailment or suspension of operations by Manager and Manager shall immediately reduce staffing levels and otherwise reduce or suspend operations according to the instructions of the Airport Director for the period of such curtailment of operations.

Section 13. ASSIGNMENT AND SUBCONTRACTING.

13.1 Assignment.

Manager shall not assign its interest herein without the written consent of the City. City's consent shall be in its sole discretion and subject to City Council approval. If an assignment is made, Manager shall continue to be liable, jointly and severally, with the Assignee for the fulfillment of all terms and conditions arising under this Agreement subsequent to the assignment, unless the City specifically releases Manager/Assignor from said future liability, in writing. The release shall be effective only if made in writing. All subsequent assignors and assignees shall be subject to this Article as if they were the original Manager.

13.2 Subcontracting.

The Manager shall not subcontract for performance any of the terms or conditions of this Agreement without prior written consent of the City.

13.3 Change of Control.

Any other provision of this Article or any other provision of this Agreement notwithstanding, any transfer in control of Manager's entity structure, whether

by action of Manager or by operation of law, shall likewise require approval and consent of City. Without limiting the generality of the foregoing, for purposes of this Agreement, the transfer of forty percent (40%) or more of Manager's stock (if a corporation) during any 12- month period shall constitute a change in control. Any transfer of control not so authorized shall be a violation of the covenants of this Article enabling City to exercise any and all rights of City under this Agreement. If Manager is operating as a limited liability company (LLC), joint venture or partnership, then transfer of fifty percent (50%) or more of the ownership interest by the limited liability company, partnership or joint venture shall be deemed a transfer of control requiring approval and consent of City.

Section 14. RIGHTS AND OBLIGATIONS OF THE CITY.

14.1 Specific Rights.

The City retains for itself any and all rights and powers not especially granted to Manager; however, without limiting the generality of the foregoing, the City shall have the following specific rights:

A. Right of Entry and Inspection: The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the Parking Facilities at all times:

- To inspect the Leased Premises to determine whether Manager has complied with and is complying with the terms and conditions of this Agreement.
- To perform maintenance and make repairs in any case where Manager is obligated but has failed to do.
- To perform any and all things which the Manager is obligated to and has failed after reasonable notice so to do.
- In the exercise of City's police powers.

B. Right to Install Items: The City shall have the right to construct or install over, in, under or through the Parking Facilities new lines, pipes, mains, wires, conduits and equipment as the City may deem necessary.

C. Security Vehicle Inspections: In the event the Federal Government determines that any portion of the parking facilities and the spaces located there are too close to the Terminal Building, posing a threat to the security of the Airport, its facilities and occupants; and/or determines that the parking facilities should be closed and only made available to the public after vehicles entering the lot have been inspected by a City authorized company, then in such an event, Manager will provide whatever services it reasonably can to

assist the City upon request.

Section 15. DEFAULT, TERMINATION, CANCELLATION.

Except as otherwise specifically provided for in this Agreement, the following provisions shall control the termination of this Agreement by the City:

15.1 General Termination by City.

Notwithstanding anything herein, the City shall have the absolute right to terminate this Agreement upon ninety (90) days written notice to the Manager for any reason whatsoever at the sole discretion of the City. All services being performed by Manager shall cease upon the date such notice becomes effective. The City shall pay Manager for all reimbursable expenses otherwise allowed under this Agreement for service rendered to the date of termination.

15.2 Default Conditions.

The following shall constitute defaults by Manager:

A. If Manager shall fail to duly and punctually tender for deposit and pay over to City all Gross Receipts when due or shall fail to make payment on any other sum required to be paid to the City pursuant to this Agreement within ten (10) days from the due date and notice to Manager.

B. Any other failure by Manager to perform any covenant or obligation required by this Agreement, the proposal documents, and the failure to cure said default within a period of thirty (30) days following written notice of said default.

C. Manager undertakes any other commercial or non-commercial service or activity not specifically permitted under this Agreement.

D. If during the term of this Agreement Manager shall:

1. Apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its interests;
2. File a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;
3. Make a general assignment for the benefit of creditors;
4. File a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;

5. File an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Manager bankrupt or insolvent, or approving a petition seeking a reorganization of Manager, and such order, judgment, or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.

E. Manager shall discontinue its operation of the Parking Facilities or its parking operation at the Airport for any period of time.

F. Manager shall fail to maintain in effect the Performance Guarantee required in the amount specified herein.

G. Manager shall fail to maintain the insurance required herein.

H. The failure of Manager to comply with one or more obligations under this Agreement when required on three (3) separate occasions during any twelve (12) month consecutive period.

15.3 City's Rights Upon Default.

If Manager defaults, the City may utilize any one or more of the following remedies against Manager. These remedies shall be considered cumulative and not in the alternative:

A. The City may sue for specific performance.

B. The City may sue for all damages incurred by the City, including incidental damages, consequential damages and attorney's fees.

C. The City may utilize a portion of or all of the performance guarantee provided by Manager to remedy the default and to reimburse the City for any damages, including attorney's fees and other expenses of collection that it may sustain. In such event, Manager shall immediately furnish another performance guarantee that satisfies the requirements of this Agreement.

D. The City may terminate this Agreement. The termination however shall only be effective upon written notice of same provided by the City to Manager. In no event shall this Agreement be construed to be terminated unless and until such notice is provided. The termination may be effective immediately upon provision of said notice, or at any other time pacified in the notice. If this Agreement is terminated, Manager shall continue to be liable for the performance of all terms and conditions, specifically including those contained in Section 10, Insurance and Indemnification,

above, and the payment of all fees due hereunder prior to the effective date of said termination, in addition to all damages, including attorney's fees and other expenses of collection, incurred by the City as a result of any default.

E. The City may utilize any other remedy provided by law or equity as a result of Manager default(s).

15.4 Non-Default Termination Events.

The occurrence of any of the following shall constitute a termination hereunder and entitle the Manager to terminate the Agreement by giving ninety (90) days written notice:

A. The lawful assumption by the United States of America, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict the Manager from operating there from for a period in excess of ninety (90) days.

B. The permanent abandonment of the Airport as an airport or airfield.

C. The suspension of scheduled airline operations at the Airport for a period of greater than ninety (90) days.

The City shall not be responsible to the Manager for any expenses, liabilities or claims whatsoever that may result from termination by the Manager or the City pursuant to these items.

15.5 Manager's Rights Upon City Default.

Manager's sole remedy for any City default under this Agreement shall be an action in contract for damages or an action seeking specific performance by City.

15.6 No Waiver by City.

A failure by City to take any action with respect to any default or violation by Manager of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of City to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

15.7 Surrender Upon Termination.

Upon the expiration or sooner termination of this Agreement, for any reason whatsoever, Manager shall peaceably surrender to the City possession of the Parking Facilities, together with any improvements, alterations, or fixtures previously constructed by Manager or City within said Parking Facilities, free and clear of any claims or interests of Manager or of any mortgages or any other third party whose position was derived from or through Manager. If any of said Manager constructed improvements, alterations or fixtures are encumbered by a mortgage or lien at the time of expiration or sooner termination of this Agreement, Manager shall be responsible for eliminating said mortgage or lien and shall hold the City harmless therefrom.

15.8 Removal of Manager's Property Upon Termination.

The personal property of Manager placed or installed at or on the Airport by Manager, including, but not limited to, trade fixtures and trade equipment, shall remain the property of Manager and must be removed on or before the expiration of the term or the expiration of any extension or renewal hereof at Manager's sole risk and expense. Any damage to the Parking Facilities or the Airport or any portion thereof resulting from such removal shall be paid for by Manager. In the event of termination of this Agreement, Manager shall have thirty (30) days after such termination during which to remove such property. However, City shall have the right to assert such lien or liens against said property as City may by law be permitted.

If Manager's property is not removed as herein provided, City may, at its option, after written notice to Manager and at Manager's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in City's possession and after the expiration of thirty (30) take ownership of such property without payment by the City to Manager of any compensation whatsoever, and said property shall thereafter be owned by City free and clear of any claim or interest by Manager.

15.9 Turnover Upon Termination.

The Manager shall cooperate with the City in achieving an effective and efficient turnover of the operation and management of the Parking Facilities at the termination of this Agreement. Failure to comply with this paragraph is considered damaging to the City and shall cause the City to demand payment of the performance security. Language shall be specifically included in the performance security to provide for this condition of the Agreement.

Section 16. FEDERAL CONTRACT PROVISIONS.

16.1 General Civil Rights Provisions.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

16.2 Title VI Solicitation Notice.

The City of Pensacola, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement 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.

16.3 Title VI Clauses for Compliance with Nondiscrimination Requirements.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential

subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16.4 Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Section 17. RULES AND REGULATIONS.

It is expressly understood that the Manager agrees to conform to all Federal, State, or local laws and regulations, as well as all City of Pensacola Codes and Ordinances, all of which may apply to the services to be performed and that the City of Pensacola is to be held free and harmless from any act or failures by the Manager to do so.

The Manager shall obtain and maintain in force all licenses, permits and other certificates required by Federal, State, County, or Municipal authorities for its operation under the terms of this Agreement.

The Manager agrees to observe all security requirements of Transportation Security Administration Regulations 49 CFR Part 1542, and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the City to ensure that employees, invitees, agents and guests observe these requirements.

If the City incurs any fines and/or penalties imposed by Federal, State, County, or Municipal authorities as a result of the acts or omissions of Manager, its employees, invitees, agents and guests, then Manager shall be responsible to pay or reimburse the City for all such costs and expenses.

Section 18. RESERVED.

Section 19. GENERAL PROVISIONS.

19.1 Force Majeure.

Neither the City nor Manager shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by any reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, weather conditions, acts of terrorism, pandemic, or for any other circumstances for which it is not responsible or which is not within its control.

19.2 Relationship of Parties.

It is understood that the Manager is not in any way or for any purpose partner or joint venturer with, or agent of the City. The Manager shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

19.3 Notices.

All notices by either party to the other shall be made either by utilizing the registered or certified mail of the United States of America, postage prepaid, or by utilizing any other method of delivery requiring signature for receipt, and such notice shall be

deemed to have been delivered and received on the date of such utilization.
All notices to the City shall be mailed to:

Airport Director
Pensacola International Airport
2430 Airport Blvd., Suite 225
Pensacola, Florida 32504

All notices to Manager shall be mailed to:

LAZ Florida Parking, LLC
404 Washington Ave., Suite 640
Miami Beach, FL 33139

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

19.4 Authorization.

A. The City represents that it has the authority to enter into this Agreement and grant the rights contained herein to Manager.

B. If Manager is a limited or general partnership, the undersigned warrants and represents that (1) he/she is a general partner or agent of said partnership; (2) his/her execution of this Agreement has been authorized by all of the general partners and is in the usual course of the partnership's business; and (3) by his/her execution of this Agreement, the partnership shall be deemed a signator to this Agreement in the same fashion as if all of the general partners of the partnership had executed this Agreement.

C. If Manager is a corporation, the undersigned warrants and represents that (1) he/she is an agent of the corporation; (2) he/she is authorized to execute this Agreement on the corporation's behalf; and (3) the corporation shall be bound as a signator to this Agreement by his/her execution of it.

19.5 Entire Agreement.

This writing, together with all the attached Exhibits, constitutes the entire agreement of the parties. This Agreement supersedes all prior concession agreements, if any, between the City and Manager, and no representations, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Agreement shall not be modified except in writing, signed by the City and

Manager.

19.6 Construction of Agreement.

Regardless of which party hereto is responsible for the preparation and drafting of this Agreement, it shall not be construed more strictly against either party.

19.7 Partial Invalidity.

If any term or condition of this Agreement or the application thereof to any person or event shall to any extent be deemed invalid and unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19.8 Survival of Warranties.

All warranties and covenants set forth in this Agreement shall survive the execution, performance and termination of this Agreement.

19.9 Successor.

The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and assigns of each of the parties.

19.10 Consents and Approvals.

Where this Agreement requires approval from the City, prior written approval from the Airport Director shall be considered to fulfill such requirements.

19.11 Governing Law.

This Agreement is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Agreement.

19.12 Venue.

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

19.13 Manager's Dealings with City.

Whenever in this Agreement, the Manager is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with the City, the Manager shall deal with the City's authorized representative; and unless or until the City shall give Manager written notice to the contrary, the City's authorized representative shall be the Airport Director.

19.14 Headings.

The headings contained in this Agreement are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

19.15 Public Records Act.

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

19.16 Mandatory Use of E-Verify System.

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

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

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

LAZ Florida Parking, LLC
(Contractor's Name)

Mayor, Grover C. Robinson, IV

By _____
Chief Operating Officer

Attest: _____
City Clerk, Ericka L. Burnett

Michael Kuziak
(Printed Officer's Name)

Approved as to Substance:

By: _____
Vice President

Department Director

Chris J Howley
(Printed Officer's Name)

Legal in form and execution:

City Attorney

Attachment "A"

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

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

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBRICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A

RFP DOCUMENTS ON FILE IN CITY OF PENSACOLA PURCHASING OFFICE

EXHIBIT B

PROPOSAL

The pages following Exhibit B are the documents comprising the Proposal dated, August 1, 2022, which Contractor submitted in response to the Bid Documents, are hereby incorporated by reference into this Contract. The Proposal includes all attachments and addenda submitted by Contractor in response to the Bid Documents, which are also hereby incorporated into this Contract by reference.

EXHIBIT C
PARKING AREA PLAN

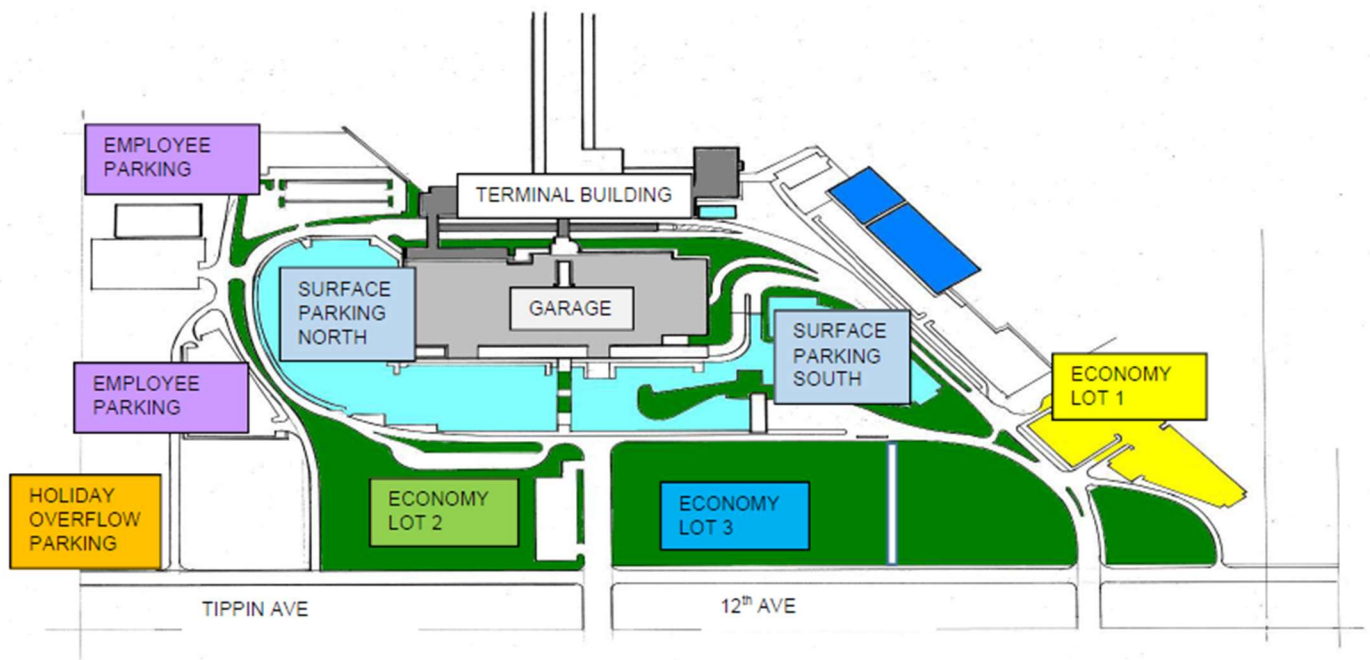


EXHIBIT D
PARKING AND OPERATING EQUIPMENT

The following equipment is owned by the City and operated by the management firm for access/revenue control at Pensacola International Airport:

Surface Lot, Garage, Toll Plaza:

2012: HUB Datapark Fee computers, software, gates, ticket dispensers, Ticos installed.

Datapark Fee Computers DP6001
Datapark Ticket Dispensers DP5900
Datapark Ticos DP5800
Magnetic Control Micro Drive Gates Parking Pro-RC01040
Parking Software DP11000

2015: Ticos upgraded to LXDP1

Economy Lot 1:

2012: HUB Datapark Fee computers, software, gates, ticket dispensers, Ticos installed.

Datapark Fee Computer DP6001
Datapark Ticket Dispensers DP5900
Datapark Ticos DP5800
Magnetic Control Micro Drive Gates Parking Pro-RC01040
Parking Software DP11000

2015: Ticos upgraded to LXDP1

Economy Lot 2:

Installation Date?

HUB Datapark Fee computers, software, gates, ticket dispensers, Ticos installed.

Datapark Fee Computer DP6001
Datapark Ticket Dispensers DP5900
Datapark Ticos DP5800
Magnetic Control Micro Drive Gates Parking Pro-RC01040

Parking Software DP11000

2015: Ticos upgraded to LXDP1

Economy Lot 3:

2022: HUB Datapark Fee computers, software, gates, ticket dispensers, Ticos installed.

Datapark Fee Computer DP6001

Datapark Ticket Dispensers DP5900-EMV

Datapark Ticos DP5800-EMV

Magnetic Control Micro Drive Gates HUB Pro-M-RCB10H0

EXHIBIT E

APPROVED PARKING CHARGES

The following represent the approved parking charges as of the effective date of this Agreement:

Premium Parking

Surface Lot:

\$2.00 per hour

\$9.00 maximum per day

Garage:

\$1.00 per ½ hour

\$11.00 maximum per day

Economy Parking

Economy Lot 1:

\$0.00 first hour (Cell Phone Parking)

\$2.00 per hour thereafter

\$8.00 maximum per day

Flight Crew AVI \$60.00 monthly or \$450.00 annually

Economy Lot 2:

\$2.00 per hour

\$8.00 maximum per day

Flight Crew AVI \$60.00 monthly or \$450.00 annually

Economy Lot 3:

\$2.00 per hour

\$8.00 maximum per day

EXHIBIT F

ANNUAL BUDGET FORMAT

Annual Budget

Annual budgets for each year of the operation shall be provided in the following format:

Manager-Salary	\$ _____
Asst. Mgr/Supervisors	\$ _____
Hourly Wages (Cashiers)	\$ _____
Hourly Wages (Drivers)	\$ _____
Hourly Wages (Traffic)	\$ _____
Hourly Wages (Other)	\$ _____
Overtime	\$ _____
Holiday Pay	\$ _____
Vacation Pay	\$ _____
Payroll Tax-FICA	\$ _____
Payroll Tax-SUTA	\$ _____
Payroll Tax-FUTA	\$ _____
Payroll Cost-Life/Hospital Ins.	\$ _____
Payroll Cost-Workers Comp.	\$ _____
Other	\$ _____
Uniforms & ID Badges	\$ _____
Supplies & Small Tools	\$ _____
Ticket Expense	\$ _____
Stationary & Office Supplies	\$ _____
R&M Equipment	\$ _____
Liability Insurance	\$ _____
Auto Insurance-Shuttle	\$ _____
Gas & Oil-Shuttle	\$ _____
R&M-Shuttle	\$ _____
License & Fees-Shuttle	\$ _____
Equipment Rental	\$ _____
Postage & Freight	\$ _____
Telephone	\$ _____
Misc. Expense	\$ _____
Credit Card Processing Fee	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Total	\$ _____

On a separate sheet, provide:

- Additional information indicating the basis of the amount for the individual items listed above.

Proposed Salary Schedule

Cashier (Days)	\$ _____ / hour
Cashier (Nights)	\$ _____ / hour
Drivers (Days)	\$ _____ / hour
Drivers (Nights)	\$ _____ / hour
Traffic (Days)	\$ _____ / hour
Traffic (Nights)	\$ _____ / hour
Other	\$ _____ / hour
Supervisors	\$ _____ / hour
Assistant Manager	\$ _____ / hour
Manager	\$ _____ / year

As an attachment, provide information pertaining to:

- number of vacation days
- number of sick days
- health benefits
- other benefits

EXHIBIT G MANNING TABLE

Staffing Levels

Cashiers (Day) _____
 Cashiers (Night) _____
 Drivers (Day) _____
 Drivers (Night) _____
 Traffic Officers _____
 Supervisors _____
 Others _____

Staffing Hours

Cashiers

DAY OF WEEK	FIRST SHIFT _____ TO _____	SECOND SHIFT _____ TO _____	THIRD SHIFT _____ TO _____
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

Drivers

DAY OF WEEK	FIRST SHIFT _____ TO _____	SECOND SHIFT _____ TO _____	THIRD SHIFT _____ TO _____
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

Traffic Officers

DAY OF WEEK	FIRST SHIFT _____ TO _____	SECOND SHIFT _____ TO _____	THIRD SHIFT _____ TO _____
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

Manager, Supervisors, Others

DAY OF WEEK	FIRST SHIFT _____ TO _____	SECOND SHIFT _____ TO _____	THIRD SHIFT _____ TO _____
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

EXHIBIT H **REQUEST FOR REIMBURSEMENT AND MANAGER'S** **COMPENSATION**

Pensacola International Airport
Month, Year

	<u>Current Month</u>	<u>Year To Date</u>
Revenue		
Monthly Parking		
Garage Parking		
Primary Surface Parking		
Secondary Surface Parking		
Key Card Deposits		
Misc. Parking		
Total Gross Revenue	<u>\$XXXXXXXXXX</u>	<u>\$XXXXXXXXXX</u>
Operating Expenses		
Salaries & Wages		
Payroll Taxes & Burden		
Health, Welfare & Pension		
Worker's Compensation		
Uniforms		
Garage Supplies		
Printing & Tickets		
Office Supplies		
Parking & Auto		
Repairs & Maint.		
Signs		
Liability Insurance		
Other Insurance		
Sales Tax Expense		
Telephone & Computer		
Fixed Manager's Compensation		
Incentive Fee		
License & Fees		
Rental Equipment		
Advertising		
Postage & Freight		
Other Fees		
Credit Card Processing		
Misc. Expense		
Total Operating Expense	<u>\$XXXXXXXX.XX</u>	<u>\$XXXXXXXX.XX</u>
Amount Due Manager	<u>\$XXXXXXX XX</u>	<u>\$XXXXXXX XX</u>

*Attach Payroll/Labor Analysis outlining salary/wages by employee, pay periods, regular hours worked, overtime hours worked, other (vacation/holiday) hours, total earnings, overtime earnings, and all deductions (FUTA, SUTA, FICA, etc...), and attach receipts/invoices detailing all other reimbursable operating expenses.

EXHIBIT I
PERFORMANCE INCENTIVE
BONUS FORMAT

The purpose of the evaluation is to judge the performance of the parking operation and to award an annual bonus.

STEP 1:

Evaluate the performance of the parking operator, using the Performance Evaluation Form, under each domain. Each category under each domain will be rated on a scale of 1 to 10 with 1= poor and 10=excellent.

In areas where there are multiple questions under a category, the points for a yes or no answer are listed. Circle yes or no and total the points for each category.

STEP 2:

Calculate total revenue, total income, and total available bonus. Post on Performance Incentive Bonus form.

STEP 3:

Transfer total points for each domain to the Performance Incentive Bonus form. Calculate the available bonus to be awarded for each domain by dividing points awarded by points available.

The bonus available for each domain is the total available bonus multiplied by the percent (%) of bonus to be awarded for the domain.

The bonus awarded for each domain is the bonus available for the domain multiplied by the level achieved.

STEP 4:

Calculate the total bonus awarded by adding the amounts awarded for each domain.

NOTES:

**Performance Incentive Bonus – Evaluation Form
For the Period February 1, 20XX – January 31, 20XY**

Parking Operation

RATING: 0 = POOR TO 10 = EXCELLENT

DOMAIN 1. CUSTOMER SERVICE

- | | |
|---|----|
| a) Responsiveness to customer complaints | 10 |
| b) Customer complaints unresolved | 10 |
| c) Customer waiting in line times excessive | 10 |
| d) Assisted customers in emergency situations | 10 |
| e) Customer appreciation letters | 10 |
| f) Airport management's opinion of customer service provided (Rating times 2) | 20 |
| g) Cashier performance | |
| 1) Cashiers in approved uniform
Yes = 2 No = 0 | |
| 2) Cashiers trained in cash and customer service procedures
Yes = 2 No = 0 | |
| 3) Cashiers responsive to customer complaints
Yes = 2 No = 0 | |
| 4) Customer complaints
Yes = 0 No = 2 | |
| 5) Cashiers clean and neat at all times
Yes = 2 No = 0 | 10 |

TOTAL DOMAIN I out of 80

DOMAIN I: CUSTOMER SERVICE

25% OF AVAILABLE BONUS = \$

Points awarded 80
 Points available 80
 % of total points available 100

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____

DOMAIN II. EFFICIENCY OF OPERATION

- a) Maintenance of equipment 10
- b) Maintenance of physical facility 10
- c) Appearance of physical facility 10
- d) Use of manpower (effective, economical)
 - 1) Manning for peak periods anticipated
Yes = 4 No = 0
 - 2) Total man hours used vs. man hours budgeted
Yes = 4 No = 0
 - 3) Amount of overtime acceptable 10
Yes = 2 No = 0
- e) Cash management
 - 1) Deposits on time each banking day
Yes = 3 No = 0
 - 2) Cashier overages/shortages acceptable
Yes = 2 No = 0
 - 3) Reports accurate
Yes = 2 No = 0
 - 4) Reports on time 10
Yes = 3 No = 0
- f) Missing tickets
 - 1) Report submitted on time each month
Yes = 3 No = 0
 - 2) Variance acceptable
Yes = 4 No = 0
 - 3) Detailed explanation for variance submitted with
monthly report 10
Yes = 3 No = 0
- g) Audits (physical, cash control, operational)
Specify type of audit: See attached N/A

25% OF AVAILABLE BONUS = TOTAL DOMAIN II 60 out of 60
\$

Points awarded 60
Points available 60
% of total points available 100

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____

DOMAIN III. BUDGET ATTAINMENT

(How accurate was the budget?)

- a) Variance – Approved Budget vs. Actual expenditures 10
- b) Budget Detail
 - 1) Budget Submitted on time
 - Yes = 4 No = 0
 - 2) Items in budget detailed
 - Yes = 3 No = 0
 - 3) Original budget adjusted by airport management 10
 - Yes = 0 No = 3
- c) Original budget adjusted during the year at request of:
 - 1) Airport management = 0
 - 2) Parking operations management = 1 to 10 10
- d) Man hours requirements and schedule detailed in budget 10
- e) Capital expenditures detailed/projected in budget 10

TOTAL DOMAIN III 50 out of 50

DOMAIN III: BUDGET ATTAINMENT

20% OF AVAILABLE BONUS = \$

Points awarded **50**
 Points available 50
 % of total points available 100

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____

DOMAIN IV. MANAGEMENT PERFORMANCE

- a) Operational recommendations
 - 1) Changes in service levels
 - Yes = 4 No = 0
 - 2) Improvements
 - Yes = 4 No = 0
 - 3) Parking rates 2 10
 - Yes = 2 No = 0
- b) Local management 10
- c) Area management 10
- d) Corporate management 10
- e) Corporate services 10

TOTAL DOMAIN IV out of 50

DOMAIN IV: MANAGEMENT PERFORMANCE

15% OF AVAILABLE BONUS = \$

Points awarded 50
 Points available 50
 % of total points available 100

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____

DOMAIN V. RESPONSIVENESS TO AIRPORT

- | | |
|--|----|
| a) Responded to special request on time | 10 |
| b) Assisted airport management in planning for special events | 10 |
| c) Copy of written operational procedures and policy manual specifically for Pensacola Airport current and updated in Airport Admin. Office. | 10 |
| d) Response to airport management request | 10 |
| e) Airport management's opinion of performance | 10 |

TOTAL DOMAIN V 50 out of 50

DOMAIN V: RESPONSIVENESS TO AIRPORT

15% OF AVAILABLE BONUS = \$

Points awarded **50**
Points available 50
 % of total points available 100

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____

Performance Incentive Bonus – Calculation Form

Parking Operation

YEAR 20XX-20XY REVENUE \$

INCOME \$

AVAILABLE BONUS (1% OF REVENUE OVER \$1,000,000) = \$

DOMAIN I: CUSTOMER SERVICE

25% OF AVAILABLE BONUS = \$

DOMAIN II: EFFICIENCY OF OPERATION

25% OF AVAILABLE BONUS = \$

DOMAIN III: BUDGET ATTAINMENT

20% OF AVAILABLE BONUS = \$

DOMAIN IV: MANAGEMENT PERFORMANCE

15% OF AVAILABLE BONUS = \$

DOMAIN V: RESPONSIVENESS TO AIRPORT

15% OF AVAILABLE BONUS = \$

TOTAL BONUS AWARD \$

Exhibit J
Performance Bond Format

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
of the State of _____ and County of _____
("Principal"), and _____ a corporation chartered
and existing under the laws of the State of _____ and duly authorized to do
business in the State of Florida as "Surety", are held and firmly bound unto the City of
Pensacola, a Florida municipal corporation ("Owner"), in the penal sum of _____
Dollars (\$) _____
) to be paid to the Owner, for the purpose of the hereinafter named contract, for
which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors,
administrators, successors and assignees, jointly and severally, by these presents.

WHEREAS, the above bound Principal has entered, or is about to enter, into a
written agreement with the Owner under which it agrees to furnish all the skill, labor and
materials and do all work necessary to ensure faithful and full performance of all terms,
conditions, covenants, and duties set out in the _____
Agreement for the Pensacola International Airport dated _____, 20____ (the
"Contract"), which is attached hereto and made a part of this obligation.

NOTWITHSTANDING the provisions of the aforementioned Contract, the term of
this bond shall be one year commencing _____ until
_____, and may be extended by the Surety by Continuation Certificate. In
the event that the Surety elects not to provide a Continuation Certificate, the Principal
shall provide a replacement bond within 30 days. Failure of the Principal to file a
replacement bond shall not constitute a default under the bond or Contract. The liability
of the Surety under this bond and all continuation certificates issued in connection
herewith shall not be cumulative and shall in no event exceed the sum as set forth in this
bond or in any additions, riders or endorsements approved and issued by the Surety as
supplements hereto.

NOW, THEREFORE, the conditions of this obligation are such that if the above
bound Principal, its successors and assigns, shall well and truly perform its obligations as
set forth in the above mentioned Contract, then this Bond shall be void; otherwise to
remain in full force and effect pursuant to its terms.

And the Surety to this Bond, for value received agrees that no changes, extensions
of time, alterations or additions to the terms of the Contract or to the work to be performed
thereunder or the scope of services accompanying the same shall in any way affect its
obligations on this Bond, and it does hereby waive notice of any such changes, extension
of time, alterations or additions to the terms of the Contract or the work or to any services
thereof.

It is agreed that this Bond is executed pursuant to and in accordance with the provisions of Section 255.05 of the Florida Statutes, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, except and to the extent that this Bond provides Owner with greater or additional rights than those set forth in Section 255.05. The Bond shall be executed as surety by a surety insurer authorized to do business in the State of Florida and shall be conditioned that the Principal shall promptly perform all services as provided herein.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this _____ day of _____, 20____, either in person or by agents fully authorized.

As to Principal:

Signed, sealed and delivered in
the presence of:

Principal

Witness

By: _____ (L.S.)

Notary Public

State of _____

County of _____

As to Surety:

Signed, sealed and delivered in
the presence of:

Surety

Witness

By: _____ (L.S.)

Notary Public

State of _____

Approved as to form:

County of _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01136

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AIRPORT - APPROVAL OF AMENDMENT NO. 1 TO LEASE NO. HSBP-7120-L-IN0487 WITH THE UNITED STATES OF AMERICA - CUSTOMS AND BORDER PROTECTION

RECOMMENDATION:

That City Council approve the Amendment No. 1 to Lease No. HSBP-7120-L-IN0487 between the City of Pensacola and the United States of America. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City and the United States of America entered into a lease for Airport property located at 4121 Maygarden Road, Pensacola, Florida, for use by U.S. Customs and Border Protection (CBP) in June 2021. The newly constructed building was completed and accepted by CBP October 4, 2022.

Amendment No. 1 to lease No. HSBP-7120-L-IN0487 establishes the beginning of the lease term as October 4, 2022. All other terms and conditions of the original lease remain in full force and effect.

PRIOR ACTION:

March 25, 2021 - City Council approves Lease No. HSBP-7120-L-IN0487 between the City of Pensacola and the United States of America - Customs and Border Protection

FUNDING:

N/A

FINANCIAL IMPACT:

NONE

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/5/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Matthew Coughlin, Airport Director

ATTACHMENTS:

- 1) Pensacola GAF HSBP-7120-L-IN0487 LA 1

PRESENTATION: No

DEPARTMENT OF HOMELAND SECURITY LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO: HSBP-7120-L-IN0487
ADDRESS OF PREMISES: 4121 Maygarden Road Pensacola, FL 32504	Name of Office Building or Location Pensacola International Airport GAF
THIS AMENDMENT, is made and entered into this date by and between: City of Pensacola whose address is: 2430 Airport Boulevard STE 225 Pensacola, FL 32504 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: Government Rep: Michael Sedgebeer 317-677-2286 WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective <u>October 4, 2022</u> as follows: The Lease Term on Page 1 of the Base Lease is deleted and replaced with the following: To Have and To Hold the said Premises with their appurtenances for the term beginning on <u>October 4, 2022</u> , and continuing through <u>October 3, 2023</u> , inclusive for a term of one-year. At the expiration of this term the Lease will automatically renew on a year-to-year basis upon the anniversary of the Lease Term Commencement Date each year thereafter for <u>19</u> (<u>nineteen</u>) additional years but not beyond <u>October 3, 2042</u> unless either party gives at least 120 days' notice in writing of its intent not to renew the lease. Section 1.05 Renewal Rights is hereby amended as follows: At the expiration of the initial term of one year, this Lease will automatically renew on a year-to-year basis at the option of the Government for 19 years but not beyond <u>October 3, 2042</u> , and all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term or holdover period. All other terms and conditions of the lease shall remain in force and in effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.	
FOR THE LESSOR: Signature(s): _____ Name: _____ Name: _____ Title: _____ EntityName: _____ Date: _____	FOR THE GOVERNMENT: Signature: _____ Name: Michael Sedgebeer Title: Lease Contracting Officer Customs and Border Protection Date: _____
WITNESSED FOR THE LESSOR BY: Signature: _____ Name: _____ Title: _____ Date: _____	
Lease Amendment Form 7/2017	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01151

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR GRANT ADMINISTRATION SERVICES FOR ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT #04-79-07378 WITH EMERALD COAST REGIONAL PLANNING COUNCIL

RECOMMENDATION:

That City Council approve Amendment No. 1 between the City of Pensacola and Emerald Coast Regional Planning Council. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Emerald Coast Regional Planning Council (ECRC) assisted the City in developing a Fiscal Year 2018 Public Works and Economic Adjustment Assistance Disaster Supplemental grant application submitted to the U.S. Department of Commerce Economic Development Administration (EDA) during the 2018 grant cycle to help fund the design and construction of Hangar 2 at the Pensacola International Airport.

The City was notified on July 18, 2019 that in response to this application, it had been awarded a grant from EDA in the amount of \$12,250,000. On November 14, 2019, City Council authorize the Mayor to execute an Interlocal Agreement between the City and ECRC for Grant Administration Services. Shortly after entering into the Interlocal, the City and ECRC entered into an Amended and Restated Interlocal Agreement ("Restated Agreement ") to add additional terms and conditions to ensure grant compliance.

Under the Interlocal, ECRC is to render certain project management, reporting and support services in connection with the EDA grant. The maximum amount payable to ECRC for these services is \$35,000 based upon milestones depicting percentage completion of the scope of work. Payments to ECRC will be made from funds provided by EDA.

The City and the ECRC have reviewed the progress and agree the services being provided are

appropriately continued for the duration of the construction of Hangar 2 or for as long as grant funds remain available to fund the services, whichever occurs sooner, and therefore the parties wish to amend the Restated Agreement to extend the term of the agreement to correspond with the term of the Economic Development Administration (EDA) Grant #04-79-07378.

PRIOR ACTION:

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for Air Commerce Park Phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment No. 3 to the contract with Atkins North America.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of \$4,000,000 for

construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$3,000,000 for Pensacola International Airport Facilities Development related to MRO expansion.

September 13, 2018 - City Council committed funding in the amount of \$10 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion.

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement, the Master Lease of Real Property, the Triumph Grant Award Agreement, and a State of Florida Dept. of Economic Opportunity Grant in the amount of \$10,000,000.

August 8, 2019 - City Council authorized the Mayor to accept and execute Financial Award No. 04-79-07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of \$12,250,000 for the MRO expansion, and authorized the Mayor to accept and execute State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$8,000,000 for the MRO expansion.

November 14, 2019 - City Council authorize the Mayor to take all necessary action to execute an Interlocal Agreement for Grant Administration Services for the Economic Development Administration (EDA) Grant #04-79-07378 between the Emerald Coast Regional Planning Council and the City of Pensacola.

January 16, 2020 - City Council approved the selection of Brasfield & Gorrie, LLC, as the Construction Manager at Risk for Hangar 2 and authorized the Mayor to execute the contract.

March 26, 2020 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Florida Job Growth Infrastructure Grant Agreement in the amount of \$4,875,000 related to the MRO aviation campus expansion project.

July 16, 2020 - City Council authorized the Mayor to accept and execute the State of Florida Department. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$34,000,000 for the MRO expansion.

August 10, 2020 - City Council approved Resolution 2020-18 related to the State of Florida Department of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$34,000,000 for the MRO expansion.

November 12, 2020 - City Council approved Amendment No. 1 to Construction Manager At Risk Contract between the City and Brasfield & Gorrie, LLC (The 'GMP Amendment') for Hangar 2 of Project Titan/MRO Campus at Pensacola International Airport.

August 12, 2021 - City Council authorized the Mayor to accept and execute the State of Florida Department. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$1,000,000 for the MRO expansion.

August 18, 2022 - City Council authorized the Mayor to accept and execute the State of Florida Department. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$2,000,000 for the MRO expansion.

FUNDING:

Budget:	\$	35,000,000	ST Aerospace Engineering
		3,000,000	State Legislature
		14,000,000	Governor's Job Growth
		45,000,000	FDOT Grant
		15,000,000	Escambia County
		15,000,000	City Local Option Sales Tax Series IV
		12,250,000	Federal - U.S. Economic Development Administration
		66,000,000	Triumph Gulf Coast
		4,875,000	Florida DEO Grant
		<u>\$ 210,125,000</u>	

Actual: \$ 210,125,000

FINANCIAL IMPACT:

Payments to ECRC will be made from funds provided by EDA. The funds for the project were appropriated in the Airport Fund on Supplemental Budget Resolution No. 2019-13 at the March 28, 2019 City Council Meeting.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/1/2022

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Interlocal Agreement with Emerald Coast Regional Council EDA Grant 04-79-07378 Management

- 2) Amended and Restated Interlocal Agreement with Emerald Coast Regional Council EDA Grant 04-79-07378 Management
- 3) Amendment 1 to Amended and Restated Interlocal Agreement Emerald Coast Regional Council EDA Grant 04-79-07378 Management

PRESENTATION: No

**INTERLOCAL AGREEMENT BETWEEN THE EMERALD COAST REGIONAL
COUNCIL AND THE CITY OF PENSACOLA RELATING TO PROJECT
MANAGEMENT FOR THE DEPARTMENT OF COMMERCE ECONOMIC
DEVELOPMENT ADMINISTRATION INVESTMENT
NUMBER 04-79-07378 GRANT**

THIS AGREEMENT is made and entered into by and between EMERALD COAST REGIONAL COUNCIL, a multi-purpose special district of the State of Florida (hereinafter referred to as "ECRC"), and the CITY OF PENSACOLA, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as "City").

WITNESSETH:

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

WHEREAS, the parties are public agencies authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, ECRC assisted the City in developing the FY 2018 Public Works and Economic Adjustment Assistance Disaster Supplemental Grant Application to the U.S. Economic Development Administration ("EDA") to provide funding for the design and construction of Hangar 2 at the Pensacola International Airport; and

WHEREAS, the City was notified on July 18, 2019, that it had been awarded a grant from EDA of twelve million two hundred fifty thousand dollars and 00/100 (\$12,250,000.00) bearing Investment Number 04-79-07378 (hereinafter referred to as "the Investment"); and

WHEREAS, on August 8, 2019, City Council voted to accept the Investment related to the expansion of the Maintenance, Repair, and Overhaul facility at Pensacola International Airport and authorized the Mayor or his designee to take all actions necessary related to the finalization of the grant; and

WHEREAS, the City has determined that the Investment can efficiently and effectively be managed through an interlocal agreement.

NOW THEREFORE, for and in consideration of the mutual covenants herein and the mutual benefits each unto the other, and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

ARTICLE 1 – PURPOSE AND SCOPE OF SERVICES

- 1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties will establish a framework for management of the Investment and for payment of certain costs for grant management.
- 1.3 The Scope of Services are as described in *Exhibit 1–Scope of Services* and is hereby incorporated herein by reference.

ARTICLE 2 – RESPONSIBILITIES OF PARTIES

- 2.1 ECRC agrees that it will manage compliance and award conditions for the Investment.
- 2.2 ECRC agrees to provide the City with quarterly reports on the status of the EDA award and shall notify the City in writing immediately of any compliance issues.
- 2.3 ECRC agrees to meet reporting requirements, including frequency and special conditions, as set forth by the Investment and pertinent sections of the Code of Federal Regulations.
- 2.4 ECRC agrees to participate in the Investment's project closeout phase through completion, ensuring that all reporting requirements are met for the City to receive disbursement of all funds under this award.
- 2.5 ECRC agrees to participate in required compliance training to meet standard terms and conditions at no additional cost to the City.
- 2.6 ECRC agrees to report waste, fraud and abuse consistent with 2 C.F.R. §200.113.
- 2.7 ECRC agrees to provide grant management services for this award at no cost to the City and to seek reimbursement for administrative costs incurred not to exceed the maximum allowed by EDA.
- 2.8 The City agrees to reimburse ECRC for grant administration services provided for completion of the scope of work up to the amount of \$35,000 based upon milestones depicting percentage completion of the scope of work. Payments to ECRC will be made from funds provided by EDA and in accordance with milestones established in *Exhibit 2-Payment Schedule*.
- 2.9 The City agrees that all information, data, reports and records and/or other information as is existing, available, and necessary for carrying out the work

outlined above shall be furnished to ECRC by the City and its agents. No charge will be made to ECRC for such information and the City and its agents will cooperate with ECRC to facilitate the performance of the work described in the contract.

- 2.10 The City agrees to comply with the Scope of Services as provided in Exhibit 1.

ARTICLE 3 – GENERAL PROVISIONS

- 3.1 **Term:** This Agreement shall commence on July 18, 2019. The services required and performed shall be completed no later than April 15, 2022 unless otherwise terminated as provided herein. No less than (90) days before the expiration of this Agreement, the Parties shall review the progress and analyze the success of the Agreement for consideration to extend the term by written amendment to the Agreement.
- 3.2 **Termination:** This Agreement may be terminated by either party for cause or for convenience. Either party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so. The termination of convenience shall be effective (30) days following the date of the receipt of such notice.
- 3.3 **Liability:** The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party.
- 3.4 **Insurance:** Each party shall insure its own interests through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action that either party may have against the other.
- 3.5 **Records:** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.
- 3.6 **Assignment:** This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties without the prior written consent of the other party.

- 3.7 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 3.8 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 3.9 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- a. If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.
 - b. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 3.10 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.
- 3.11 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- 3.12 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.
- 3.13 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE ECRC:

Emerald Coast Regional Council
Attention: Mr. Austin Mount, Executive Director
36474A Emerald Coast Parkway, Suite 1201
Destin, Florida 32541

TO THE CITY:

City of Pensacola
Attention: Airport Director
Pensacola International Airport
2430 Airport Blvd. Ste 225
Pensacola, Florida 32504

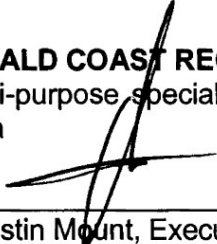
City of Pensacola
Attention: City Administrator
222 W. Main Street
Pensacola, Florida 32502

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

- 3.14 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.
- 3.15 Effective Date: This agreement shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. ECRC shall be responsible for such filing.

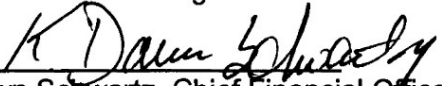
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Emerald Coast Regional Council through its Board of Directors, signing by and through its duly authorized Chairman, and the City of Pensacola, signing by and through its Mayor in accordance with City Council approved action on August 8, 2019.

EMERALD COAST REGIONAL COUNCIL,
a multi-purpose special district of the State of
Florida

By: 
Austin Mount, Executive Director

Date: 12-4-19

Attest:
Dawn Schwartz, Chief Financial Officer
Emerald Coast Regional Council


Dawn Schwartz, Chief Financial Officer

CITY OF PENSACOLA,
a municipal corporation chartered in the State
of Florida

By: 
Grover C. Robinson, IV, Mayor

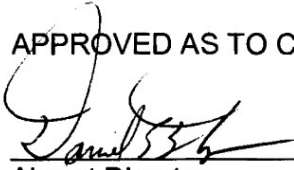
Date: _____

ATTEST:


Ericka L. Burnett, City Clerk

(SEAL)

APPROVED AS TO CONTENT:


Airport Director

LEGAL IN FORM AND VALID AS
DRAWN:

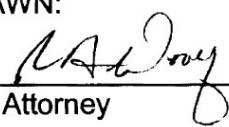
 1-6-20
City Attorney

EXHIBIT I SCOPE OF SERVICES

Introduction

The Emerald Coast Regional Council ("Council") will administer this Public Works and Economic Development Facilities Disaster Supplemental grant on behalf of the City of Pensacola ("City"). The roles of the project partners are documented below:

- 1- Emerald Coast Regional Council - Project and grant administration.
- 2- City of Pensacola - Construction administration; Administrative record/ Government Performance and Results Act (GPRA) reporting.

Kick-Off Meeting

Council and City representatives will convene a project kick-off meeting to discuss the roles and responsibilities of the project partners and to meet with EDA's Civil Engineer/Project Manager to review EDA's post-approval process. This meeting will serve to orient all the partners to project expectations, respective roles and responsibilities, and project schedules.

Council shall provide the following scope of services:

I. Project Management

1. Develop and maintain a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Provide general advice and technical assistance to City personnel on implementation of the EDA project and regulatory matters pertaining thereto.
3. Davis-Bacon Act requirements/Procurement.
4. Furnish the City with necessary completed forms and reporting required for implementation of the EDA project.
5. Assist the City in meeting all special conditions requirements that may be stipulated in the contract between the City and U. S. Department of Commerce, Economic Development Administration, Atlanta Regional Office.
6. Prepare and submit all required project reporting required by EDA Project Number 04-79-07378 including, but not limited to progress reports, quarterly reports, and other reports included in the EDA Project Agreement between the City and the EDA Atlanta Regional Office.

Quarterly Reporting

Quarterly progress reports will be submitted for each calendar quarter to the EDA Project Officer on the following yearly schedule:

<u>Performance Period</u>	<u>Reports Due</u>
January-March	April 15
April- June	July 15
July- September	October 15
October - December	January 15

7. Establish internal procedures to document expenditures associated with local administration of the project.
8. Provide technical assistance to the City on meeting all necessary requirements of the Davis- Bacon Act during the construction process.
9. Serve as liaison for the City during the implementation and completion of the EDA project with any monitoring visit by EDA staff representatives.

II. Financial Management

1. Assist the City in managing and reporting progress and use of funds from federal sources.
2. Assist the City in compliance with all EDA rules, regulations, specifications; or other directives pertinent to the identified project, including, Davis Bacon interviews and administration.
3. Prepare and submit all reporting forms for funded and scheduled drawdowns of project funds on behalf of the City, to ensure orderly, timely allocation and disbursement of funds within the period of this Agreement.
4. Review invoices received for payment and file backup documentation.
5. Assist the City in interpreting and complying with established procedures for the EDA project and reporting to the Atlanta Regional Office.
6. Provide general advice and technical assistance to the City and its agents on implementation of the EDA project and associated regulatory matters.

Financial Status Report

Council will assist the City in completing semi-annual Financial Status Reports, Standard Form 425 for the periods ending March 31 and September 30. Council will assist the City in completing a final Financial Status Report no later than 90-days after the project or grant period end date.

EXHIBIT 2
PAYMENT SCHEDULE

The City shall reimburse Council for grant administration services provided for completion of the scope of work in the amount of Thirty-Five Thousand and 00/100 Dollars (U.S. \$35,000.00), based upon milestones depicting percentage completion of the scope of work. The payments to Council will be made from funds provided by the EDA. Milestones established for payment and the amounts paid are as follows:

Payment Schedule

Payment	Amount	Basis of Payment
I.	\$8,750.00	Completion of twenty-five percent (25%) of the Project's Scope of Work.
II.	\$8,750.00	Completion of fifty percent (50%) of the Project's Scope of Work.
III.	\$8,750.00	Completion of seventy-five percent (75%) of the Project's Scope of Work.
IV.	\$8,750.00	Completion of one-hundred percent (100%) of the Project's Scope of Work and coincident with 100% completion of the Council's Scope of Work.

All payments shall be determined by the City from its estimates of completion of the entire EDA project. Payment to Council shall be made from those estimates and in the amounts prescribed above.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 19-00382

File ID: 19-00382

*Type: Legislative Action Item

Status: Passed

Version: 1

Agenda
Section:

*Meeting Body: City Council

File Created: 07/29/2019

Subject:

Final Action: 11/14/2019

Title: INTERLOCAL AGREEMENT FOR GRANT ADMINISTRATION SERVICES
FOR ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT #04-
79-07378 BETWEEN THE EMERALD COAST REGIONAL PLANNING
COUNCIL AND THE CITY OF PENSACOLA

Sponsors: Grover C. Robinson, IV

Enactment Date:

Attachments: Resolution No 2019-37, Interlocal Agreement Emerald
Coast Regional Council EDA Grant 04-79-07378
Management - FINAL

Enactment Number:

Recommendation:

Hearing Date:

Entered by: RFerguson@cityofpensacola.com

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	11/12/2019	Placed on Consent Agenda				Pass
	Action Text: This Legislative Action Item was Placed on Consent Agenda.						
1	City Council	11/14/2019	Approved				Pass
	Action Text: A motion was made by Council Member Moore, seconded by Council Member Hill, that this Legislative Action Item was Approved. The motion was carried by the following vote.						
		Yes: 6	Council Member Terhaar, Council Member Wu, Council Member Hill, Council Vice President Moore, Council President Cannada-Wynn, and Council Member Jerralds				
		Absent: 1	Council Member Myers				

Text of Legislative File 19-00382

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

INTERLOCAL AGREEMENT FOR GRANT ADMINISTRATION SERVICES FOR ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT #04-79-07378 BETWEEN THE EMERALD COAST REGIONAL PLANNING COUNCIL AND THE CITY OF PENSACOLA

RECOMMENDATION:

That City Council authorize the Mayor to take all necessary action to execute an Interlocal Agreement for Grant Administration Services for the Economic Development Administration (EDA) Grant #04-79-07378 between the Emerald Coast Regional Planning Council and the City of Pensacola.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Emerald Coast Regional Planning Council assisted the City in developing a FY 2018 Public Works and Economic Adjustment Assistance Disaster Supplemental grant application submitted to the U.S. Department of Commerce Economic Development Administration (EDA) during the FY 2018 grant cycle to help fund the construction of Hangar 2 at the Pensacola International Airport.

The City was notified on July 18, 2019 that in response to this application, it had been awarded a grant from EDA in the amount of \$12,250,000 assigned investment number 04-79-07378 by EDA.

The maximum amount of compensation and reimbursement for Emerald Coast Regional Planning Council (ECRC) to render certain project management, reporting and support services in connection with the EDA grant is \$35,000 based upon milestones depicting percentage completion of the scope of work. Payments to ECRC will be made from funds provided by EDA.

PRIOR ACTION:

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for Air Commerce Park Phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST

Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment No. 3 to the contract with Atkins North America.

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 1 and 1A - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

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 the 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 VTMAE 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.

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September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment No. 3 to the contract with Atkins North America.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of \$4,000,000 for construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$3,000,000 for Pensacola International Airport Facilities Development related to MRO expansion.

September 13, 2018 - City Council committed funding in the amount of \$10 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion.

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair and overhaul (MRO) campus expansion at the Pensacola International Airport.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project

Development Agreement, the Master Lease of Real Property, and the Triumph Grant Award Agreement.

August 8, 2019 - City Council adopted Resolution No. 2019-37 and authorized the Mayor to accept and execute Financial Assistance Award No. 04-79-07378 from the U.S. Department of Commerce Economic Development Administration in the amount of \$12,250,000 related to the expansion of the Maintenance, Repair and Overhaul (MRO) facility at Pensacola International Airport. City Council authorized the Mayor or his designee to take all actions necessary related to the finalization of the grant.

August 8, 2019 - City Council adopted Resolution No. 2019-40 and authorized the Mayor to accept and execute the State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$8,000,000 for Pensacola International Airport Facilities Development related to MRO expansion. City Council authorized the Mayor or his designee to take all actions necessary related to the finalization of the grand amendment.

FUNDING:

Budget:	\$	35,000,000	ST Aerospace Engineering
		3,000,000	State Legislature
		14,000,000	Governor's Job Growth
		45,000,000	FDOT Grant
		15,000,000	Escambia County
		15,000,000	City Local Option Sales Tax Series IV
		12,250,000	Federal - U.S. Economic Development Administration
		66,000,000	Triumph Gulf Coast
		<u>4,875,000</u>	Anticipated Additional Funding (City Responsibility)
		<u>\$ 210,125,000</u>	

Actual: \$ 210,125,000 Estimated

FINANCIAL IMPACT:

Payments to ECRC will be made from funds provided by EDA. The funds for the project were appropriated in the Airport Fund on Supplemental Budget Resolution No. 2019-13 at the March 28, 2019 City Council Meeting.

CITY ATTORNEY REVIEW: Yes
10/27/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Daniel E. Flynn, Airport Director

Rebecca Ferguson, Waterfront Development Project Coordinator

ATTACHMENTS:

- 1) Resolution No 2019-37
- 2) Interlocal Agreement Emerald Coast Regional Council EDA Grant 04-79-07378
Management - FINAL

PRESENTATION: No

~ Please sign and return
one original to:

Ada Clark

CED Manager

ECRC

4081 E. Olive Rd., Ste A

Pensacola, Fl 32514

Thank you!

DEPARTMENT

Project Contract Lease X Other (Check One)

BY: _____

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

RISK MANAGER

Date Received 1/2/2020

Pending (See comments below): _____
✓ Approved: Ryan Fitzgerald (Signature)

Sent to Department 1/2/2020

Sent to Mayor

Comments: _____

CITY ATTORNEY

Date Received 01/06/20

Pending (See comments below): _____
✓ Approved: [Signature] (Signature)

Sent to Department

Sent Original to mayor City Clerk 1/6/20

Comments: _____

MAYOR'S OFFICE (CITY ADMINISTRATOR)

Date Received 1/6/20

Pending (See comments below): _____
✓ Approved: [Signature] (Signature)

Sent to Department

Sent to clerk City Attorney 1/6/20

Comments: _____

CITY CLERK

Date Received 1/6/20

Retained 1 original(s) max copies in max
Returned 1 original(s) to Department 1/7/20

Initials: RM

AMENDED AND RESTATED
**INTERLOCAL AGREEMENT BETWEEN THE EMERALD COAST REGIONAL
COUNCIL AND THE CITY OF PENSACOLA RELATING TO PROJECT
MANAGEMENT FOR THE DEPARTMENT OF COMMERCE ECONOMIC
DEVELOPMENT ADMINISTRATION INVESTMENT
NUMBER 04-79-07378 GRANT**

THIS AMENDED AND RESTATED AGREEMENT is made and entered into by and between EMERALD COAST REGIONAL COUNCIL, a multi-purpose special district of the State of Florida (hereinafter referred to as "ECRC"), and the CITY OF PENSACOLA, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as "City").

WITNESSETH:

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

WHEREAS, the parties are public agencies authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, ECRC assisted the City in developing the FY 2018 Public Works and Economic Adjustment Assistance Disaster Supplemental Grant Application to the U.S. Economic Development Administration ("EDA") to provide funding for the design and construction of Hangar 2 at the Pensacola International Airport; and

WHEREAS, the City was notified on July 18, 2019, that it had been awarded a grant from EDA of twelve million two hundred fifty thousand dollars and 00/100 (\$12,250,000.00) bearing Investment Number 04-79-07378 (hereinafter referred to as "the Investment"); and

WHEREAS, on August 8, 2019, City Council voted to accept the Investment related to the expansion of the Maintenance, Repair, and Overhaul facility at Pensacola International Airport and authorized the Mayor or his designee to take all actions necessary related to the finalization of the grant; and

WHEREAS, the City has determined that the Investment can efficiently and effectively be managed through an interlocal agreement.

NOW THEREFORE, for and in consideration of the mutual covenants herein and the mutual benefits each unto the other, and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

ARTICLE 1 – PURPOSE AND SCOPE OF SERVICES

- 1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties will establish a framework for management of the Investment and for payment of certain costs for grant management.
- 1.3 The Scope of Services are as described in *Exhibit 1–Scope of Services* and is hereby incorporated herein by reference.

ARTICLE 2 – RESPONSIBILITIES OF PARTIES

- 2.1 ECRC agrees that it will manage compliance and award conditions for the Investment.
- 2.2 ECRC agrees to provide the City with quarterly reports on the status of the EDA award and shall notify the City in writing immediately of any compliance issues.
- 2.3 ECRC agrees to meet reporting requirements, including frequency and special conditions, as set forth by the Investment and pertinent sections of the Code of Federal Regulations.
- 2.4 ECRC agrees to participate in the Investment's project closeout phase through completion, ensuring that all reporting requirements are met for the City to receive disbursement of all funds under this award.
- 2.5 ECRC agrees to participate in required compliance training to meet standard terms and conditions at no additional cost to the City.
- 2.6 ECRC agrees to report waste, fraud and abuse consistent with 2 C.F.R. §200.113.
- 2.7 ECRC agrees to provide grant management services for this award at no cost to the City and to seek reimbursement for administrative costs incurred not to exceed the maximum allowed by EDA.
- 2.8 The City agrees to reimburse ECRC for grant administration services provided for completion of the scope of work up to the amount of \$35,000 based upon milestones depicting percentage completion of the scope of work. Payments to ECRC will be made from funds provided by EDA and in accordance with milestones established in *Exhibit 2-Payment Schedule*.
- 2.9 The City agrees that all information, data, reports and records and/or other information as is existing, available, and necessary for carrying out the work

outlined above shall be furnished to ECRC by the City and its agents. No charge will be made to ECRC for such information and the City and its agents will cooperate with ECRC to facilitate the performance of the work described in the contract.

- 2.10 The City agrees to comply with the Scope of Services as provided in Exhibit 1.

ARTICLE 3 – GENERAL PROVISIONS

- 3.1 Term: This Agreement shall commence on July 18, 2019. The services required and performed shall be completed no later than April 15, 2022 unless otherwise terminated as provided herein. No less than (90) days before the expiration of this Agreement, the Parties shall review the progress and analyze the success of the Agreement for consideration to extend the term by written amendment to the Agreement.
- 3.2 Termination: This Agreement may be terminated by either party for cause or for convenience. Either party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so. The termination of convenience shall be effective (30) days following the date of the receipt of such notice.
- 3.3 Liability: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party.
- 3.4 Insurance: Each party shall insure its own interests through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action that either party may have against the other.
- 3.5 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.
- 3.6 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties without the prior written consent of the other party.

- 3.7 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 3.8 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 3.9 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- a. If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.
 - b. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 3.10 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.
- 3.11 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- 3.12 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.
- 3.13 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE ECRC:

Emerald Coast Regional Council
Attention: Mr. Austin Mount, Executive Director
36474A Emerald Coast Parkway, Suite 1201
Destin, Florida 32541

TO THE CITY:

City of Pensacola Attention: Airport Director
Pensacola International Airport
2430 Airport Blvd. Ste 225
Pensacola, Florida 32504

City of Pensacola
Attention: City Administrator
222 W. Main Street
Pensacola, Florida 32502

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

- 3.14 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.
- 3.15. Terms and Conditions: This Agreement is subject to the provisions titled, "Exhibit 3 - Terms & Conditions" and attached hereto and incorporated by reference herein.
- 3.16. Effective Date: This Agreement shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. ECRC shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Emerald Coast Regional Council through its Board of Directors, signing by and through its duly authorized Chairman, and the City of Pensacola, signing by and through its Mayor in accordance with City Council approved action on August 8, 2019.

EMERALD COAST REGIONAL COUNCIL,
a multi-purpose special district of the State of
Florida

By: [Signature]
Austin Mount, Executive Director

Date: 5-5-20

ATTEST:

Dawn Schwartz, Chief Financial Officer
Emerald Coast Regional Council

K. Dawn Schwartz
Dawn Schwartz, Chief Financial Officer

CITY OF PENSACOLA,
a municipal corporation chartered in the State
of Florida

By: [Signature]
Grover C. Robinson, IV, Mayor

Date: June 9, 2020



ATTEST:

Robyn M. Tice
~~Enckal X Burnett, City Clerk~~
Robyn M. Tice, Assistant City Clerk
(SEAL)

APPROVED AS TO CONTENT:

[Signature]
Airport Director

LEGAL IN FORM AND VALID AS

D [Signature] William D Wells
Deputy City Attorney
2020-06-08 14:36:13
City Attorney

EXHIBIT I SCOPE OF SERVICES

Introduction

The Emerald Coast Regional Council ("Council") will administer this Public Works and Economic Development Facilities Disaster Supplemental grant on behalf of the City of Pensacola ("City"). The roles of the project partners are documented below:

- 1- Emerald Coast Regional Council - Project and grant administration.
- 2- City of Pensacola - Construction administration; Administrative record/ Government Performance and Results Act (GPRA) reporting.

Kick-Off Meeting

Council and City representatives will convene a project kick-off meeting to discuss the roles and responsibilities of the project partners and to meet with EDA's Civil Engineer/Project Manager to review EDA's post-approval process. This meeting will serve to orient all the partners to project expectations, respective roles and responsibilities, and project schedules.

Council shall provide the following scope of services:

I. Project Management

1. Develop and maintain a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Provide general advice and technical assistance to City personnel on implementation of the EDA project and regulatory matters pertaining thereto.
3. Davis-Bacon Act requirements/Procurement.
4. Furnish the City with necessary completed forms and reporting required for implementation of the EDA project.
5. Assist the City in meeting all special conditions requirements that may be stipulated in the contract between the City and U. S. Department of Commerce, Economic Development Administration, Atlanta Regional Office.
6. Prepare and submit all required project reporting required by EDA Project Number 04-79-07378 including, but not limited to progress reports, quarterly reports, and other reports included in the EDA Project Agreement between the City and the EDA Atlanta Regional Office.

Quarterly Reporting

Quarterly progress reports will be submitted for each calendar quarter to the EDA Project Officer on the following yearly schedule:

<u>Performance Period</u>	<u>Reports Due</u>
January-March	April 15
April- June	July 15
July- September	October 15
October - December	January 15

7. Establish internal procedures to document expenditures associated with local administration of the project.
8. Provide technical assistance to the City on meeting all necessary requirements of the Davis- Bacon Act during the construction process.
9. Serve as liaison for the City during the implementation and completion of the EDA project with any monitoring visit by EDA staff representatives.

II. Financial Management

1. Assist the City in managing and reporting progress and use of funds from federal sources.
2. Assist the City in compliance with all EDA rules, regulations, specifications; or other directives pertinent to the identified project, including, Davis Bacon interviews and administration.
3. Prepare and submit all reporting forms for funded and scheduled drawdowns of project funds on behalf of the City, to ensure orderly, timely allocation and disbursement of funds within the period of this Agreement.
4. Review invoices received for payment and file backup documentation.
5. Assist the City in interpreting and complying with established procedures for the EDA project and reporting to the Atlanta Regional Office.
6. Provide general advice and technical assistance to the City and its agents on implementation of the EDA project and associated regulatory matters.

Financial Status Report

Council will assist the City in completing semi-annual Financial Status Reports, Standard Form 425 for the periods ending March 31 and September 30. Council will assist the City in completing a final Financial Status Report no later than 90-days after the project or grant period end date.

**EXHIBIT 2 PAYMENT
SCHEDULE**

The City shall reimburse Council for grant administration services provided for completion of the scope of work in the amount of Thirty-Five Thousand and 00/100 Dollars (U.S. \$35,000.00), based upon milestones depicting percentage completion of the scope of work. The payments to Council will be made from funds provided by the EDA. Milestones established for payment and the amounts paid are as follows:

PaymentSchedule

Payment	Amount	Basis of Payment
I.	\$8,750.00	Completion of twenty-five percent (25%) of the Project's Scope of Work.
II.	\$8,750.00	Completion of fifty percent (50%) of the Project's Scope of Work.
III.	\$8,750.00	Completion of seventy-five percent (75%) of the Project's Scope of Work.
IV.	\$8,750.00	Completion of one-hundred percent (100%) of the Project's Scope of Work and coincident with 100% completion of the Council's Scope of Work.

All payments shall be determined by the City from its estimates of completion of the entire EDA project. Payment to Council shall be made from those estimates and in the amounts prescribed above.

EXHIBIT 3
TERMS AND CONDITIONS

1. Termination of Contract. If, through any cause, the Council shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the Council shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Council of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the City as provided herein, the Council will be paid for the time provided and expenses incurred up to the termination date.

If the contract is terminated by the City as provided herein, all finished or unfinished documents, information or reports prepared by the Council under this Contract shall, at the option of the City become its property and the Council shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2. Termination for Convenience of the Interlocal Agreement. The City may terminate this Contract at any time by giving at least a ten (10) day notice in writing to the Council. If the Contract is terminated by the City as provided herein, the Council will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Council, Paragraph 1 hereof relative to termination shall apply.

3. Personnel. The Council represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

The services required hereunder will be performed by the Council or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

4. Assignment of Contract. The Council shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: Provided, however, that claims for money by the Council from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

5. Reports and Information. The Council, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

6. Compliance with Local Laws. The Council shall comply with applicable laws, ordinances and codes of the State of Florida and its local governments.

7. Equal Employment Opportunity. During the performance of this Contract, the Council agrees as follows:

The Council will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap, or national origin. The Council will take affirmative action to ensure that applicants and that employees are treated during employment, without regard to their race, creed, sex, color, handicap, or national origin.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Council agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The Council will, in all solicitation or advertisements for employees placed by or on behalf of the Council, state that a qualified applicant will receive consideration for employment without regard to race, creed, sex, color, handicap, or national origin.

The Council will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole; in part with funds made available under this chapter.

10. Public Works and Economic Development Act of 1965 as amended: The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration for Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the award to the City, Award Number 04-79-07378, supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the award shall prevail.

11. Interest of Members of the Council. No member of the governing body of the Council and no other officer, employee, or agent of the Council who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract and the shall take appropriate steps to assure compliance.

12. Interest of Other Local Public Officials. No member of the governing body of the Council and no other public official of the Council, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect; in this Contract; and the shall take appropriate steps to assure compliance.

13. Interest of Firm and Employees. The Council covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Council further covenants that in the performance of this Contract, no person having any such interest shall be employed.

AMENDMENT 1

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE EMERALD COAST REGIONAL COUNCIL AND THE CITY OF PENSACOLA RELATING TO PROJECT MANAGEMENT FOR THE DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION INVESTMENT NUMBER 04-79-07378 GRANT

THIS AMENDMENT is made and entered into by and between EMERALD COAST REGIONAL COUNCIL, a multi-purpose special district of the State of Florida (hereinafter referred to as "ECRC"), and the CITY OF PENSACOLA, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as "City").

WITNESSETH:

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

WHEREAS, the parties are public agencies authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, ECRC assisted the City in developing the FY 2018 Public Works and Economic Adjustment Assistance Disaster Supplemental Grant Application to the U.S. Economic Development Administration ("EDA") to provide funding for the design and construction of Hangar 2 at the Pensacola International Airport; and

WHEREAS, the City was notified on July 18, 2019, that it had been awarded a grant from EDA of twelve million two hundred fifty thousand dollars and 00/100 (\$12,250,000.00) bearing Investment Number 04-79-07378 (hereinafter referred to as "the Investment"); and

WHEREAS, on August 8, 2019, City Council voted to accept the Investment related to the expansion of the Maintenance, Repair, and Overhaul facility at Pensacola International Airport and authorized the Mayor or his designee to take all actions necessary related to the finalization of the grant; and

WHEREAS, on January 1, 2020, the City of Pensacola and the Emerald Coast Regional Planning Council entered into an Interlocal Agreement for Grant Administration Services for the Economic Development Administration (EDA) Grant #04-79-07378.

WHEREAS, the City and the ECRC entered into an Interlocal agreement ("Original Agreement") whereby the City engaged the services of the ECRC to provide Grant Administration Services for the Economic Development Administration (EDA) Grant #04-79-07378.

WHEREAS, the City and the ECRC entered into an Amended and Restated Interlocal agreement ("Restated Agreement) whereby additional terms and conditions were added in accordance with grant requirements.

WHEREAS, the City and the ECRC have reviewed the progress and agree the services being provided are appropriately continued for the duration of the grant or for as long as grant funds remain available to fund the services, whichever occurs sooner, and therefore the parties wish to amend the Restated Agreement to extend the term of the agreement to correspond with the term of the Economic Development Administration (EDA) Grant #04-79-07378.

NOW THEREFORE, for and in consideration of the mutual covenants herein and the mutual benefits each unto the other, and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

1. The recitals contained above are true and correct and are incorporated into this Amendment.
2. Subsection 3.1 of the Restated Agreement is hereby amended as follows:

3.1 Term. This Agreement shall be extended for the duration of the Grant #04-79-07378; provided, however, that grant funds remain available to fund these services.
3. Except as expressly amended hereby, the Restated Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Emerald Coast Regional Council through its Board of Directors, signing by and through its duly authorized Chairman, and the City of Pensacola, signing by and through its Mayor in accordance with City Council approved action on December 15, 2022.

EMERALD COAST REGIONAL COUNCIL,
a multi-purpose special district of the State of
Florida

By: _____
Austin Mount, Executive Director

Date: _____

Attest:
Dawn Schwartz, Chief Financial Officer
Emerald Coast Regional Council

Dawn Schwartz, Chief Financial Officer

CITY OF PENSACOLA,
a municipal corporation chartered in the State
of Florida

By: _____
D.C. Reeves, Mayor

Date: _____

ATTEST:

Ericka L. Burnett, City Clerk

(SEAL)

APPROVED AS TO CONTENT:

LEGAL IN FORM AND VALID AS
DRAWN:

Matthew F. Coughlin, Airport Director

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01181

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

CITY OF PENSACOLA 2022 AFFORDABLE HOUSING INCENTIVE PLAN REVIEW REPORT

RECOMMENDATION:

That City Council approve the City of Pensacola 2022 Affordable Housing Incentive Plan Review report submitted by the Affordable Housing Advisory Committee (AHAC) for submission to the Florida Housing Finance Corporation in accordance with Section 420.9076, Florida Statutes.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2008, City Council adopted, by Resolution No. 37-08, the Affordable Housing Incentive Plan. Florida Statutes Section 420.9076 requires the AHAC to evaluate the implementation of the Affordable Housing Incentive Plan and submit a report to the local governing body to include recommendations on the implementation of the incentives in specific identified areas. The AHAC met and reviewed the City and County incentive strategies and evaluated the implementation of the plans for both jurisdictions.

On Tuesday, November 1, 2022, the AHAC held a public hearing and voted to recommend to City Council and the Board of County Commissioners, respectively, the approval of the 2022 Affordable Housing Incentive Plan Review reports. Completion of this review process and adoption by the local jurisdictions is a requirement for the City and Escambia County to continue to receive State Housing Initiatives Partnership (SHIP) program funds from the Florida Housing Finance Corporation.

The City and Escambia County jointly administer the SHIP program through an Interlocal Agreement; therefore, the reports require approval by both jurisdictions.

PRIOR ACTION:

December 16, 2021 - City Council approved the City of Pensacola Affordable Housing Incentive Plan Review Report

FUNDING:

N/A

FINANCIAL IMPACT:

Completion of this review process and adoption by the local jurisdictions is a requirement for the City and Escambia County to continue to receive State Housing Initiatives Partnership (SHIP) program funds from the Florida Housing Finance Corporation.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/1/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) City of Pensacola 2022 Affordable Housing Incentive Plan Review Report

PRESENTATION: No

CITY OF PENSACOLA
2022 AFFORDABLE HOUSING INCENTIVE REVIEW REPORT
BY
ESCAMBIA/PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE

1. BACKGROUND

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

2. PURPOSE

The purpose of the Incentive Plan is to set out the deliberations and recommendations for monetary and non-monetary incentives targeting regulatory reform with respect to affordable housing including the evaluation of the established policies, procedures, ordinances, land development regulations and the comprehensive plan. All recommendations should encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The Plan encompasses the specific recommendations of the AHAC all of which were voted upon and approved at a Public Hearing on November 1, 2022. This Plan details existing City Housing related policies/procedures to be undertaken by the City in support of affordable housing.

3. AFFORDABLE HOUSING INCENTIVES

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

Discussion:

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

Recommendation:

AHAC recommends City of Pensacola Housing Department add the expedited permitting application to the City Inspection Division webpage. The AHAC will review the incentive on an annual basis.

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

Discussion:

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

Recommendation:

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

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

Discussion:

The City of Pensacola Comprehensive Plan and Land Development code allow flexibility in development density for residential developments. This is generally coordinated through predevelopment review meetings with developers through the Special Planned Development (SPD) process.

Recommendation:

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

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

Discussion:

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

Recommendation:

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

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

Discussion:

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

Recommendation:

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

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

Discussion:

The City may grant a reduction in the parking requirement through its SPD process.

Recommendation:

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

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

Discussion:

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

Recommendation:

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

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

Discussion:

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

Recommendation:

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

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

Discussion:

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

Recommendation:

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

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

Discussion:

The City maintains a printed inventory of City owned real property appropriate for development as affordable housing. Those suitable lots identified for affordable housing have been developed. The City has begun to identify lots for development through the Attainable Housing Infill program and is working with Escambia County to develop a process whereby escheated properties may be conveyed to the City. The printed inventory list will be updated after the process is established.

The City of Pensacola Housing Initiatives Funds continues to support existing and future adopted City of Pensacola Housing Department programs. The fund is supported from the proceeds of the sale of City owned properties and are currently used to support a homebuyer incentive program.

Recommendation:

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

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

Discussion:

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

Recommendations:

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01182

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LEGAL SERVICES PROGRAM AGREEMENT WITH LEGAL SERVICES OF NORTH FLORIDA, INC.

RECOMMENDATION:

That City Council approve a Legal Services Program Agreement between the City of Pensacola and Legal Services of North Florida, Inc. for \$20,000 under the Community Development Block Grant (CDBG) Program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Program Agreement consistent with the terms of the Agreement and Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On July 15, 2021, the City Council approved a public service activity for legal services for income eligible residents to be submitted to the U.S. Department of Housing and Urban Development (HUD) under the 2021 Community Development Block Grant (CDBG) Annual Action Plan. This Agreement with Legal Services of North Florida, Inc. will provide legal representation for tenants facing eviction, legal counseling, landlord/tenant issues, foreclosure mitigation and prevention, bankruptcy filings, title clearing, probate, elder and family law issues to income eligible city residents as well as provide a community outreach clinic to residents.

As a direct entitlement community, the City of Pensacola is eligible for CDBG funds under Title I of the Housing and Community Development Act of 1974, as amended. A minimum of 70% of CDBG funds must be spent on activities directly benefiting low- and moderate-income residents (at or below 80% or area median income).

PRIOR ACTION:

July 15, 2021-City Council approved the CDBG FY 2021-2022 Annual Action Plan

FUNDING:

Budget: \$20,000

Actual: \$20,000

FINANCIAL IMPACT:

No City general funds are required. Funds are available from 2021 HUD CDBG funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/30/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) CDBG Legal Services Program Agreement

PRESENTATION: No

**CDBG
LEGAL SERVICES PROGRAM AGREEMENT**

THIS AGREEMENT is made and entered this ____ day of _____, 20__, by and between **CITY OF PENSACOLA**, a political subdivision of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 W. Main Street, Pensacola, Florida 32502, and the **LEGAL SERVICES OF NORTH FLORIDA, INC.**, a not for profit corporation organized under the laws of the State of Florida (hereinafter referred to as the "Recipient"), with a principal address of 2119 Delta Boulevard, Tallahassee, Florida 32303, and a local address of 1741 North Palafox Street, Pensacola, Florida 32501.

W I T N E S S E T H:

WHEREAS, the City has been awarded a Community Development Block Grant (CDBG CFDA #14.218), which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the City; and

WHEREAS, said grant provides that the City may contract with non-profit community groups to administer and implement the project set forth therein; and

WHEREAS, it is in the best interest of the City to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant for the purpose of administering legal services to income eligible citizens, hereinafter referred to as the "Project"; and

WHEREAS, the City hereby engages the services of the Recipient to manage the Project within the service area defined herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I
Supervision

1. The Recipient agrees to perform the Project under the general coordination of the City of Pensacola Housing Department. For contract coordination purposes the designated contract manager is Marcie Whitaker, Housing Director, P.O. Box 12910 Pensacola, Florida 32502, (850) 858-0323, or mwhitaker@cityofpensacola.com.

ARTICLE II
Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of Attachment I to provide legal services to low and moderate income citizens as well as community educational outreach. Services to be provided are not duplicating existing projects or funding already held by Recipient. Clients to be served under this Project would not receive

assistance but for this Project. The Project is approved in the 2021 CDBG Annual Action Plan, as approved by the City Council on July 15, 2021.

ARTICLE III

Funding

3. The City agrees to pay an amount not to exceed **\$20,000** solely from available Community Development Block Grant (CDBG) funds to be used for (1) legal services and counseling for income eligible clients in the City of Pensacola, including but not limited to legal representation of tenants facing eviction, legal counseling, landlord/tenant matters, foreclosure mitigation and prevention, bankruptcy filings, title clearing, probate, tax disputes, elder law issues, and family law issues, and (2) educational presentation(s) to the community at community outreach events. Services are to be provided to low/moderate income clients in the City of Pensacola.

3.1 The City shall pay this amount over the term of the Agreement to the Recipient for services rendered herein.

3.2 The method of payment shall be according to the Payment Schedule as described in Attachment I of this Agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide the City with a monthly report of all Project activities, including a narrative summary and a financial statement as described in Attachment II of this Agreement.

4.1 The Recipient shall use the report form that has been approved by the City as described in Attachment II of this Agreement. Alternate reporting forms may be accepted to the extent the required data is clearly detailed.

4.2 The report shall be due monthly and shall continue until all information concerning the Project has been received by the City or its designated Agent. This report is due on the 30th day of each subsequent month.

4.3 Annual report shall cover the City's fiscal year and will provide data of clients served October 1 through September 30.

4.4 The Recipient shall provide the City or its designated Agent with additional information as needed.

ARTICLE V

Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the City or its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless the City, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability, and expenses in connection with the loss of life, bodily or personal injury, property

damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

ARTICLE VI

Contract Term and Termination

6. This Agreement shall be effective for the term beginning **December 16, 2022**, and shall expire on **December 31, 2023**, unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice of such termination.

6.1 Notwithstanding anything herein to the contrary, if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the City, the City may immediately terminate this Agreement and shall reimburse payments that were expended through the effective date of termination. Said termination shall be in accordance with provisions of 2 C.F.R. §§ 200.339-340, as applicable.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the City, the United States Department of Housing and Urban Development, or their representatives, or the Recipient shall transfer these records and accounts to the custody of the City.

ARTICLE VIII

Nepotism

8. The Recipient agrees to abide by the provisions of §112.3135, Florida Statutes, pertaining to nepotism in the performance of this Agreement, which statute is hereby referred to and incorporated by reference herein.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this Project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall include, but not be limited to, the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Housing and Urban Development Act of 1968 **Section Three Clause**

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment III of this Agreement.

ARTICLE XI

Equal Employment Opportunity

11. The Recipient agrees to abide by Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in Attachment III of this Agreement.

ARTICLE XII

Program Income

12. No program income is anticipated to result from the activities encompassed in the Project, however, in the event that generation of program income should occur at any time during the effective term of this Agreement, the provisions set forth at 24 C.F.R. §570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the City.

ARTICLE XIII

Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 C.F.R. §570.502 and shall comply with the requirements of 24 C.F.R. Part 200. Copies of pertinent provisions of 24 C.F.R. Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Attachment III.

ARTICLE XIV
Other Federally Related Requirements

14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in 24 C.F.R. §§570.600-.614 et seq., with the following exceptions:

- i) The Recipient does not assume the City's environmental responsibilities described at 24 C.F.R. §570.604; and
- ii) The Recipient does not assume the City's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

14.1 Pertinent provisions of 24 C.F.R. §§570.600-.614 et seq., have been provided to the Recipient as noted in Attachment III of this Agreement.

ARTICLE XV
Reversion of Assets

15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the City any residual CDBG funds and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000 must be:

- (i) Used to meet one of the national objectives in 24 C.F.R. §570.208 until five years after the expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or
- (ii) Disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

ARTICLE XVI
Procurement

16. The Recipient shall be required to adhere to the procurement standards provided at 2 C.F.R. Part 200, as applicable, or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of 2 C.F.R. Part 200. This shall apply to the purchase of materials, supplies, and equipment. The full text of 2 C.F.R. Part 200 has been provided to the recipient as noted in Attachment III of this Agreement.

ARTICLE XVII
General Provisions

17. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement and agrees that the contents of Attachment I – III, and regulatory requirements

cited therein, are part and parcel of this Agreement and hold the same legal authority as the Agreement.

17.1 Further, the Recipient agrees to the following terms:

- i) To consent to such audits by United States Department of Housing and Urban Development, the City designated independent auditing firm(s) as may be required in relation to this Agreement.
- ii) To produce all documents required upon request by the City, the United States Department of Housing and Urban Development or their authorized representatives; and
- iii) To provide the City (through its designated Agent) with the annual audit of the Project as carried out for the City of Pensacola Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 2 C.F.R. Part 200, as applicable.

ARTICLE XVIII

Understanding of Terms

18.1 This Agreement represents the entire and integrated agreement between the City and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Recipient and City or in accordance with the provisions contained in this document.

18.2 This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

18.3 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18.4 The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

18.5 All notices under this Agreement shall be in writing and shall be sent by registered mail to the parties identified in this Agreement.

18.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this

Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ARTICLE XIX
Use of E-Verify System

19. In compliance with the provisions of §448.095, Florida Statutes, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

ARTICLE XX
Public Records

20. Recipient shall comply with Chapter 119, Florida Statutes. Specifically, Recipient shall:

- (i.) Keep and maintain public records required by the City to perform the service.
- (ii.) 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.
- (iii.) 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 Recipient does not transfer the records to the City.
- (iv.) Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Recipient or keep and maintain public records required by the City to perform the service. If Recipient transfers all public records to City upon completion of the Agreement, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of the Agreement, Recipient 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.
- (v.) Failure by Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR AT: THE OFFICE OF THE CITY CLERK (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET,
PENSACOLA, FL 32502.

[SIGNATURE PAGE TO FOLLOW]
Remaining Page Intentionally left blank

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

RECIPIENT

Legal Services of North Florida, Inc.,
a Florida non-profit corporation

CITY OF PENSACOLA

By: _____
Leslie N. Powell-Boudreaux,
Executive Director

By: _____
D.C. Reeves, Mayor

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

Attest: _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

ATTACHMENT I

I. SCOPE OF SERVICES

The Recipient will implement the CDBG Legal Services Program. The City will provide **\$20,000** in CDBG funds for the Project. The CDBG funds must be directly spent on operational expenses and Project activities. The Recipient will also be required, at a minimum, to provide monthly reports to the City of clients served categorized by income, race, gender, physical address, and type of service provided (applicants and resolved cases).

II. RECIPIENT INFORMATION

Legal Services of North Florida, Inc.
Pensacola Branch
1741 N. Palafox Street
Pensacola, FL 32501
Phone: 850-432-8222
Attn: Leslie Powell-Boudreaux

III. REPORTING REQUIREMENTS

- A. A report is due each month during the term of this Agreement and shall continue until all information concerning the Project has been received by the City or designated Agent.
- B. The monthly report shall contain a narrative on the progress of the Project and financial statement on expenditures during the reporting period.
- C. Invoices detailing attorney time spent on the Project must be attached to the monthly report in order for the City to reimburse the agency for eligible Project costs.
- D. The monthly report/invoice is due by the 30th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.
- E. Monthly reports not submitted shall give cause for further payment to the Recipient being withheld.
- F. A year end summary report of all clients assisted under this grant with race, income, and gender demographics together with a narrative summary of accomplishments shall be provided. The year-end summary is due by the second Friday in November to the City contract manager for annual reporting to HUD. The reporting period covers clients assisted annually from October 1 through September 30.

IV. BUDGET INFORMATION

The Recipient shall have a budget of **\$20,000.00** to cover the term of December 16, 2022 – December 31, 2023. Per hour attorney billing of \$125.80/hr. and paralegal rate of \$35.42/hr. includes title searches for clients, costs of publication, court reporters, process servers, credit reports, printing, postage, and other operating costs associated with implementation of this activity.

V. AUDIT REQUIREMENTS

The Recipient shall provide the City with an audit report showing the financial affairs of the Recipient during the term of this Agreement.

VI. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Invoices must be submitted to document attorney hours as well as any associated expenditures. Any item not included in the budget will be an ineligible expenditure and will not be reimbursed.

VII. PROJECT DELIVERABLES

A. **LEGAL SERVICES:** Legal representation for a minimum of **10** low/moderate income clients within the City of Pensacola limits for the purpose of providing legal service and/or counseling. Services may include but not limited to legal representation of tenants facing eviction, legal counseling, landlord/tenant matters, foreclosure mitigation and prevention, bankruptcy filings, title clearing, probate, tax disputes, elder law issues, and family law issues.

Monthly reports will document the number of applicants by income (30% area median income, 50% area median income, or 80% area median income as shown below), race (HOH only), gender (HOH only), and physical address, and the number of resolved cases by income, race, gender, and program participant's physical address.

Program participants' physical address must be located within the City of Pensacola's geographic boundary which predominantly includes the following Census Tracts/Block Groups: 1-1, 1-2, 3-1, 3-2, 4-1, 4-2, 4-3, 5-1, 5-2, 6-1, 8-1, 8-2, 8-3, 8-4, 8-5, 9-1, 9-2, 9-3, 10.1-1, 10.1-2, 10.1-3, 10.1-4, 10.1-5, 10.2-1, 11.1-1, 11.1-2, 11.1-3, 11.1-4, 11.3-1, 11.3-2, 11.4-1, 11.4-2, 11.4-3, 11.4-4, 12.1-1, 12.1-2, 12.1-3, 12.1-5, 12.2-1, 12.2-2, 13-1, 13-2, 13-3, 14.1-2, 15-1, 15-2, 16-1, 18-1, 19-1, 35.5-1, and 35.6-2.

Collection of a physical address is to confirm that Recipient is serving clients residing within the Pensacola city limits. The activity location of clients shall be confirmed at the time of initial application. For monthly reporting purposes, Recipient should provide address verified through initial client eligibility screening.

Income limits as released annually by HUD are provided below and may be updated without formal contract amendment with written notification from the City contract manager.

**2022 INCOME GUIDELINES
(CDBG Effective Date: June 15, 2022)**

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% OF MEDIAN	80% OF MEDIAN
1	\$16,250	\$27,100	\$43,300
2	18,600	30,950	49,500
3	20,900	34,800	55,700
4	23,200	38,650	61,850
5	25,100	41,750	66,800
6	26,950	44,850	71,750
7	28,800	47,950	76,700
8	30,650	51,050	81,650

It is understood that not all referrals will be able to be assisted through this program due to the complexity of some cases. Recipient should screen cases accordingly and agrees not to bill City for these cases. It is also understood that information is protected by attorney-client privilege, so CDBG required reporting information may be provided by alias or other non-individualized means.

- B. EDUCATIONAL COMPONENT: Provide ONE community outreach clinic to provide information to residents regarding landlord/tenant issues, estate planning/probate, or other legal topic of importance to citizens.

Recipient will provide sign-in sheets for workshops, flyers/advertisements regarding events, and copies of educational materials developed. Recipient will work in advance with City staff in promotion of the clinic. Recipient may bill grant for time spent on clinic at the hourly rates noted in Section IV above.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

The City reserves the right to evaluate and review this Agreement and its effectiveness. If found not to be effective, the Agreement may be amended or terminated, according to Article VI; Sub-section 6.1.

ATTACHMENT II

I. MONTHLY STATUS REPORT

REPORT # _____

TO: CITY OF PENSACOLA HOUSING DEPARTMENT

FROM: LEGAL SERVICES OF NORTH FLORIDA

PROJECT: CDBG Legal Services CONTRACT # B-21-MC-12-0016

REPORT PERIOD _____ TO _____

DATE SUBMITTED _____

PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

ATTACHMENT II

II. FINANCIAL REPORT

CONTRACT AMOUNT
\$ 20,000.00

Expenditures: Month of _____, 20 ____

ITEM

COST

Total expenditures this period \$ _____

Remaining contract amount \$ _____

Balance end of this reporting period \$ _____

Comments _____

I certify, that to the best of my knowledge, the data reported is correct.

Authorized Signature

Date

Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

ATTACHMENT III

Conditions & Certifications Required by HUD for Contracts Funded by CDBG

All activities under this Agreement must be carried out in compliance with the following federal laws and regulations to the extent each is applicable to this specific agreement. These laws and regulations and the descriptions herein are not intended to be complete. This is not an all-inclusive list of requirements.

- Program Income 24 C.F.R. §570.503(b)3 and 24 C.F.R. §504
The receipt and expenditure of gross income directly generated from use of Community Development Block Grant (CDBG) funds shall be recorded as part of the financial transactions of the grant program. Program income received before grant closeout may be retained if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.
- Conditions for Religious Organizations 24 C.F.R. §570.200(j)
In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities. CDBG funds may be contracted to a primarily religious entity for eligible public services where the entity hereby agrees to the following:
 - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 - It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
- Reversion of Assets 24 C.F.R. §570.503(b)8
Upon the discontinuation of funding this program with CDBG, the Recipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Recipient's control that was acquired or improved, in whole or in part, in excess of Twenty-Five Thousand Dollars (\$25,000) shall either: (1) be used to meet one of the CDBG national objectives until five (5) years after the expiration of the Agreement or for such longer period of time as determined; (2) disposed of in such a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.
- The conflict of interest provisions of the Community Development Block Grant (CDBG) Regulations (24 C.F.R. §570.611) reads in substance as follows:
 - No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG funds and (2) who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted under this Part or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for

themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

- Conflict of interest provisions found in 24 C.F.R. §84.42, 24 C.F.R. §85.36, 24 C.F.R. §570.611 and additionally:

No member, officer, or employee of the grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

- Public Law 88-352 referring to Title VI of the Civil Rights Act of 1964 and implementing regulations issued in 24 C.F.R. Part 1, as related to non-discrimination in federally-assisted programs.
- Public Law 90-284 referring to the Fair Housing Act (42 U.S.C. §§3601 et seq.), as amended, and implementing regulations.
- Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations. Prohibits discrimination in the sale, leasing, rental, use or occupancy, or disposition of residential property assisted with federal funds.
- Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 C.F.R. §570.602). Prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with CDBG funds. Also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974.
- Equal Employment Opportunity—All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 24 C.F.R. §570.614 requires compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157) and with the Americans with Disabilities Act (42 U.S.C. §12131; 47 U.S.C. §155, 201, 218, and 225).
- The lead based paint requirements of 24 C.F.R. Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act. Prohibits the use of lead based paints and requires notification, elimination, abatement and tenant protection.
- CDBG funds may not be used directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status under provisions of 2 C.F.R. §2424.
- The Agency shall comply with the policies, guidelines and requirements of 2 C.F.R. §200. Title 2, Part 200 of the Code of Federal Regulations consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars

- A-87
- A-110
- A-122
- A-133
- Section 3
 - The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended:
 - The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. §1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area (particularly those who are recipients of government assistance for housing), and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - The parties to this contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - The contractor will include the Section 3 clause set forth in 24 C.F.R. §135.38 in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations (24 C.F.R. §570.607).
 - Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.
 - Lobbying: The Agency Certifies the Following Under Section 1352, Title 31, U.S. Code:
 - No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the contractor shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.
- Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C. §276c)—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- Davis-Bacon Act, as amended (40 U.S.C. §276a to a-7)—As required by 24 C.F.R. §570.603, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.
- Contract Work Hours and Safety Standards Act (40 U.S.C. §327 through 333)—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract

Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.
- Clean Air Act (42 U.S.C. §§7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- Byrd Anti-Lobbying Amendment (31 U.S.C. §1352)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- Drug-Free Workplace Act of 1998 (41 U.S.C. §§701 et seq.) – The Agency shall not receive a federal grant unless it agrees to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken against employees for violations or the prohibition and establishing a drug-free awareness program for employees.
- Resource Conservation and Recovery Act (42 U.S.C. §6962); 24 C.F.R. §84.16 – Non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- Financial management systems: Agency’s financial management systems must comply with the standards set forth in 24 C.F.R. §84.21.

- Use of real property (24 C.F.R. §570.505) – The Agency may not change the use or planned use of any real property acquired or improved with CDBG funds for a period of at least five years. Any change of use of real property requires consultation with the City and may involve reimbursing the City for any funds expended for the acquisition or improvement.
- Disposition of equipment (24 C.F.R. §570.502(b)(3)(iv)) – Proceeds of the sale of equipment originally acquired with CDBG funds shall be counted as program income. If such equipment is not sold and is no longer needed by the Agency for CDBG-funded activities, the agency may retain the equipment after compensating the City.
- Procurement and Competitive Processes (24 C.F.R. §84.43-48) – All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.
- Records retention requirements (24 C.F.R. §570.502(b)(3)(ix)) - Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of five years from the date of submission of the City's annual performance and evaluation report to US HUD (24 C.F.R. §91.520).

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

LEGAL SERVICES OF NORTH FLORIDA, INC. will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS

Agency: **LEGAL SERVICES OF NORTH FLORIDA, INC.** Date: _____

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM-CV

Grant Number: B-21-MC-12-0016

LEGAL SERVICES OF NORTH FLORIDA, INC. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS 1741 NORTH PALAFOX ST
Pensacola, FL 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED: _____
Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____ Date: _____
Certifying Official

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Project Name: CDBG Legal Services

Name: _____

Title: _____

Firm/Agency: Legal Services of North Florida, Inc.

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 C.F.R. PART 570 & 2 C.F.R. PART 200

I/We hereby certify and affirm that the City of Pensacola has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 C.F.R. Part 570 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl) as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit Organizations) and 2 C.F.R. Part 200 (http://www.ecfr.gov/cgi-bin/text-dx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

I/We have reviewed the Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting City of Pensacola's CDBG Program representative. If the issue or question cannot be resolved by the City's CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the City's CDBG Program Representative by this agency.

LEGAL SERVICES OF NORTH FLORIDA, INC.

By: _____

Date: _____



Memorandum

File #: 22-01050

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH PENSACOLA OUTRIGGER CANOE CLUB RELATED TO UTILIZATION OF BAYVIEW PARK

RECOMMENDATION:

That the City Council approve a Memorandum of Understanding with the Pensacola Outrigger Canoe Club and the City of Pensacola Parks and Recreation Department for specific responsibilities of both parties during utilization of Bayview Park. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Outrigger Canoe Club and Pensacola Parks and Recreation agree that this Memorandum of Understanding will be confirmed annually for use of approximately 1,500 square feet of the Bayview Park for paddling related training and storage of Pensacola Outrigger Canoe Club's OC6 canoe, provided Pensacola Outrigger Canoe Club maintains the grounds near the 'Boathouse' that the OC6 will occupy.

The City of Pensacola agrees to the following conditions:

- Provide access to Bayou Texar from Bayview Park to conduct classes and provide recreational paddling opportunities for novice and experienced paddlers.
- Provide outside storage space that does not include cover, protection or security from weather, theft or damage caused by any manner.

The Pensacola Outrigger Canoe Club agrees to the following conditions:

- Pay for any requested park/facility maintenance, which occurs outside the normal weekday operating hours for City custodial staff or park maintenance staff.
- Request for additional use of program space must be in writing a minimum of 10 working days prior and additional fees may apply.
- If fees are collected, a fee of \$10.00 or 10% for every registered participant and a list of all participants/members, will be due quarterly.

- Maintain the cleanliness of space provided.

PRIOR ACTION:

November 17, 2022 - The Parks and Recreation Board viewed the memorandum of understanding with Pensacola Outrigger Canoe Club and no concerns or issues were raised.

FUNDING:

N/A

FINANCIAL IMPACT:

Financial impact unknown at this time. However, the Parks and Recreation Department will receive their portion of fees, if collected, quarterly. The funds received will be accounted for in the Recreation Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/30/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Adrian Still, Parks and Recreation Director

ATTACHMENTS:

- 1) Memorandum of Understanding - Pensacola Outrigger Canoe Club

PRESENTATION: No



City of Pensacola Parks and Recreation Department
Memorandum of Understanding (MOU) with Recreation Program Provider

The purpose of this Memorandum of Understanding (MOU) between the City of Pensacola Parks and Recreation Department and **PENSACOLA OUTRIGGER CANOE CLUB (POCC)** is to put in writing, specific responsibilities of both parties during the utilization of any City of Pensacola Park or Facility by the Recreation Program Provider.

DURATION OF THIS AGREEMENT

These responsibilities will be in place from the execution of this agreement, through and including **DECEMBER 31, 2023.**

The Pensacola Outrigger Canoe Club and Pensacola Parks and Recreation agree that this MOU will be confirmed annually for use of approximately 1500 sq ft of the Bayview Park for paddling related training and storage of POCC's OC6 canoe, provided POCC maintains the grounds near the 'Boathouse' that the OC6 will occupy.

The City of Pensacola agrees to the following conditions:

- Provide access to Bayou Texar from Bayview Park to conduct classes and provide recreational paddling opportunities for novice and experienced paddlers.
- Provide outside storage space that does not include cover, protection or security from weather, theft or damage caused by any manner.

The Pensacola Outrigger Canoe Club agrees to the following conditions:

- A list of all staff, volunteers, and/or board members must be submitted prior to the start of the program.
- Written notification that ensures Level 1 background checks on all staff, board members and volunteers have been conducted and all have met criteria.
- While engaging in activities upon City property and City owned facilities the POCC shall not employ or utilize the volunteer services of any person who has been convicted of or pled guilty or nolo contendere to or has had an adjudication withheld of any of the following charges: any sexual offense, child abuse, contributing to delinquency of a minor, or abuse of an elderly or vulnerable person.
- Strictly enforce policies and atmosphere that do not discriminate based upon race, creed, religion, national origin, disability or sex.
- Notify the City of Pensacola in writing no later than 12:00pm of the next business day after any accidents/incidents that require medical attention or when public safety personnel were called to assist with a situation. The notification should include the date of the incident, the name of the injured party, and a brief description of the incident. Incidents consisting of serious

injury, damage or response by a first responder agency shall be reported the same day.

- Adhere to all park/facility operating hours and closures during severe weather, due to repairs, or holidays.
- Pay for any requested park/facility maintenance, which occurs outside the normal weekday operating hours for City custodial staff or park maintenance staff.
- Request for additional use of program space must be in writing a minimum of 10 working days prior and additional fees may apply.
- POCC must promptly secure all POCC equipment and supplies located or stored at Bayview Park within 12 hours of the issuance of an active tropical storm warning or hurricane warning that includes Escambia County. Following the tropical storm or hurricane, the City will notify the POCC when it is safe to return POCC equipment, supplies and activities at the Park.

Liability Insurance:

- Provide proof of commercial general liability insurance with a minimum liability limit of \$1,000,000 per occurrence and in the aggregate. The City of Pensacola must also be listed as an “additional insured” on the policy. Certificate holder shall read: City of Pensacola, c/o Parks and Recreation Department, P.O. Box 12910, Pensacola, Fl. 32521 or to the City of Pensacola, c/o Parks and Recreation Department, 222 West Main Street, Pensacola Florida 32503.
- Add the City of Pensacola as a release or held harmless in any Hold Harmless Agreement included as part of the activity participation and provide to the City upon request.

Program Promotion:

- Recognize the City of Pensacola as a partner in all Pensacola Outrigger Canoe Club programs and include the Parks and Recreation Department logo on all publications, flyers and promotional materials.
- The City will promote programs in the quarterly program guide and on Play Pensacola website. Information must be received sixty (60) days prior to program start in order to be eligible for submission into the quarterly program guide. Any additional requests for informative advertisements must be approved, in advance, by the City.

Program Implementation:

- Recreation Program Provider will provide all equipment necessary to conduct a quality program.
- If fees are collected, a fee of \$10.00 for every registered participant, and a list of all participants/members, will be due quarterly.
- Organization agrees to maintain the cleanliness of the space provided.

Non-Profit Organization (if applicable):

- Notify the City of Pensacola of all Board Meetings at least 48 hours in advance. The Recreation Program Provider agrees to provide upon request a list of board members with phone numbers, email addresses, and physical addresses to the City on an annual basis. The Recreation Program Provider agrees, upon request, to provide board meeting minutes to the City, within 14 days of the occurrence of such board meeting.
- Provide a copy of the organization's By-Laws, Constitution, and Standard Operating Procedures.
- Copy of any written Disciplinary Guidelines for participant.

Termination:

- Termination for cause shall include, but not be limited to fraud, lack of compliance with applicable rules, regulations, and ordinances, failure to remit proper payment, and failure to perform in a timely manner any provision of this agreement.

Modifications

- Changes or modifications to the MOU may only be made in writing by a written amendment to this MOU, and only as agreed to by the Parties.

Accounting, Audit and Inspection:

- The Recreation Program Provider shall keep accurate records and accounts in accordance with the terms and conditions of this Agreement. City may cause, upon reasonable notice, an audit to be made of the records and accounts as such records and accounts relate to the calculation of the amounts payable to the City.
- The Recreation Program Provider shall comply with Florida Public Record Laws.

Hold Harmless:

- The "Responsible Party" agrees to fully indemnify, defend and save harmless, the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by the City of Pensacola's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of the Responsible Party in connection with its use of the City of Pensacola Facility. This includes any damage to or theft of POCC property stored or left on City of Pensacola property. This shall be a continuing release and shall remain in effect until revoked in writing.

Concessions:

- Maintain all required Health Department Licenses for any concession operation.
- Request in writing, through the Parks and Recreation Department Attention: Director, and obtain permission of the City prior to bringing a mobile concession or merchandise vendor into a City park, facility, or sports complex.

TERMINATION OF THIS AGREEMENT

This MOU will remain in effect for one year from the date of the last executing signature and may be amended in writing. Whenever there is a change in leadership within the POCC, a new MOU will be required, which must have the signature of the new POCC President and Vice President. Either party may terminate this agreement upon 30 days written notice to the other.

City of Pensacola
Parks and Recreation Department
222 West Main Street
Pensacola, Florida 32502

Recreation Program Provider
Point of Contact: Kelly Gander
Address: 4141 Brighton Drive
Pensacola, Florida , 32504
Tel: 850 390 9776
Email: cabanask@hotmail.com

DC Reeves, Mayor

Date: _____

Pensacola Outrigger Canoe Club
President

Date: _____

Adrian Stills, Parks & Recreation Director

Date: _____

Pensacola Outrigger Canoe Club
Vice President

Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01183

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH PENSACOLA CHILDREN'S CHORUS FOR "PENSACOLA SINGS" TO OFFER A CHORUS PROGRAM TO BENEFIT AND ENRICH YOUTHS

RECOMMENDATION:

That the City Council approve a Memorandum of Understanding with the Pensacola Children's Chorus for "Pensacola Sings" and the City of Pensacola Parks and Recreation Department. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola Children's Chorus is a non-profit, community-based arts education program for youth that teaches music and performance skills. The Pensacola Children's Chorus agrees to offer a chorus program at no cost to the participants who are between the ages of five (5) to eighteen (18) at identified locations and in accordance with the responsibilities stated in this agreement.

PRIOR ACTION:

November 17, 2022 - The Parks and Recreation Board reviewed the memorandum of understanding with Pensacola Children's Chorus for "Pensacola Signs" and no concerns or issues were raised.

FUNDING:

Budget: \$25,000.00

Actual: \$25,000.00

FINANCIAL IMPACT:

Funding in the amount of \$25,000 has been appropriated in the Parks and Recreation, Recreation

Fund account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/6/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Adrian Stills, Parks and Recreation Director

ATTACHMENTS:

- 1) Pensacola Children's Chorus Agreement for "Pensacola Sings"

PRESENTATION: No



City of Pensacola Parks and Recreation Department
Memorandum of Understanding (MOU) with Activity Program Provider Pensacola
Children's Chorus for "Pensacola Sings"

The City desires to offer a chorus program to benefit and enrich youth and the Pensacola Children's Chorus is a non-profit, community-based arts education program for youth that teaches music and performance skills. The Pensacola Children's Chorus agrees to offer a chorus program at identified locations and in accordance with the responsibilities stated in this agreement.

The purpose of this Memorandum of Understanding (MOU) between the City of Pensacola Parks and Recreation Department and Pensacola Children's Chorus ("Responsible Party" and "Activity Program Provider") is to put in writing, specific responsibilities of both parties for the program "Pensacola Sings".

I. PENSACOLA CHILDREN'S CHORUS RESPONSIBILITIES:

Pensacola Children's Chorus ("Responsible Party") will ensure the following conditions are met:

- Teach music and performance skills to all participants enrolled in this program activity at the following locations:
 - Woodland Heights Community Center,
 - Gull Point Community Center,
 - Theophalis May Community Center, and
 - Fricker Community Center.
- Maintain a minimum of ten (10) participants at each location for each session. Notify the City immediately if registration is below ten (10) participants at any of the listed locations. If this occurs, approval must be provided by the City in order to continue the session in such a location at a participant level of less than ten (10).
- Ensure all activity participants are between the ages five (5) – eighteen (18).
- Provide a list of all staff, volunteers, and/or board members must be submitted prior to the start of the program. Changes must be provided to the City in an updated list throughout the term of the agreement.
- Provide written notification prior to start of the activity and following any changes once the program has commenced that ensures Level 2 background checks have been conducted and that all staff, board members, and volunteers have met criteria in accordance with Florida Statutes Chapter 435.
- Notify the City of Pensacola in writing no later than 12:00pm on the next business day after any accidents/incidents that require medical attention or when public safety personnel were called to assist with a situation. The notification shall include

the date of the incident, the name of the injured party, and a brief description of the incident.

- Adhere to all park/facility operating hours and closures during severe weather, due to repairs, or holidays.
- Pay for any requested park/facility maintenance, which occurs outside the normal weekday operating hours for City custodial staff or park maintenance staff.
- Ensure that all facilities used for the activity are left clean and litter free and in the same condition that it was found.
- Request for additional use of program space must be in writing a minimum of 10 working days prior and additional fees may apply.
- Recognize the City of Pensacola as a partner in all Pensacola Children's Chorus programs and include the Parks and Recreation Department logo on all publications, flyers and promotional materials that relates to Pensacola Sings.
- Provide a marketing plan for review by the Recreation Superintendent a minimum of sixty (60) days prior to promotion.
- Activity Program Provider will provide all equipment necessary to conduct a quality program.
- Provide an itemized budget sixty (60) days prior to the start of each session.
- Notify the City of Pensacola of all Board Meetings at least 48 hours in advance. The Activity Program Provider agrees to provide upon request a list of board members with phone numbers, email addresses, and physical addresses to the City on an annual basis. The Activity Program Provider agrees, upon request, to provide board meeting minutes to the City, within 14 days of the occurrence of such board meeting.
- Provide a copy of the organization's By-Laws, Constitution, and Standard Operating Procedures.
- Provide any written Disciplinary Guidelines for participants prior to start of the program.
- Maintain accurate records and accounts in accordance with the terms and conditions of this Agreement. City may cause, upon reasonable notice, an audit to be made of the records and accounts as such records and accounts relate to the calculation of the amounts payable to the City.
- Provide liability insurance as follows:
 - Proof of commercial general liability insurance with a minimum liability limit of \$1,000,000 per occurrence and in the aggregate. The City of Pensacola must also be listed as an "additional insured" on the policy. Certificate holder shall read: City of Pensacola, c/o Parks and Recreation Department, P.O. Box 12910, Pensacola, FL 32521 or to the City of Pensacola, c/o Parks and Recreation Department, 222 West Main Street, Pensacola Florida 32503.
- By signature on this Agreement the Pensacola Children's Chorus agrees to:
 - Add the City of Pensacola as a release or held harmless in any Hold Harmless Agreement included as part of the activity participation and provide to the City upon request.
 - Fully Indemnify, defend and save harmless, the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties and

expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by the City of Pensacola's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of the Responsible Party in connection with its use of the City of Pensacola Facility. This includes any damage to or theft of Pensacola Children's Chorus property stored or left on City of Pensacola property. This shall be a continuing release and shall remain in effect until revoked in writing.

II. CITY RESPONSIBILITIES:

City of Pensacola agrees to:

- Provide spaces as described in this Agreement for this activity for each session at the following locations: Woodland Heights Community Center, Gull Point Community Center, Theophalis May Community Center and Fricker Community Center. However, as continuous growth may impact the City's ability to offer additional space, growth must be managed and coordinated with the City. Activities will be subject to inspection and reviewed by City staff quarterly to determine continued allocation of space.
- The City will promote programs in the quarterly program guide and on Play Pensacola website. Information must be received sixty (60) days prior to program start in order to be eligible for submission into the quarterly program guide. Any additional requests for informative advertisements must be approved, in advance, by the City.
- Inspect all City owned assets annually.
- Provide routine maintenance to all City owned assets.
- In exchange for the services provided herein, the City agrees to provide monthly support payments to Pensacola Children's Chorus in an amount not to exceed \$25,000 total per year, payable upon receipt of invoice. Failure to meet any of the conditions/responsibilities in this Agreement may result in non-payment by the City.

III. TERMINATION:

Either party may terminate this agreement upon 30 days written notice to the other. Termination for cause shall be immediate upon notification by the City and shall include, but not be limited to fraud, lack of compliance with applicable rules, regulations, and ordinances, failure to remit proper payment, and failure to perform in a timely manner any provision of this agreement.

IV. TERM:

This MOU will remain in effect for one year from the date of the last executing signature and may only be amended in writing as agreed to by both parties. Whenever there is a change in leadership within the Pensacola Children's Chorus, a new MOU will be required, which must have the signature of the new Pensacola Children's Chorus President and Vice President.

City of Pensacola
Parks and Recreation Department
222 West Main Street
Pensacola, Florida 32502

Activity Program Provider
Point of Contact: Miguel Aldahondo
Address: 46 E Chase St. Pensacola, FL 32502

Phone: 850 434 7760
Email: maldahondo@pensacolasings.org

Alternate Contact: Alex Gartner
Address: 46 E Chase St. Pensacola, FL 32502

Phone: 850 434 7760
Email: agartner@pensacolasings.org

DC Reeves, Mayor

Date: _____

Adrian Stills, Parks & Recreation Director

Date: 12-5-2022

Pensacola Children's Chorus
President

Date: 12/1/22

Pensacola Children's Chorus
Vice President

Date: 12-2-22



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01164

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD CHAIRPERSON

RECOMMENDATION:

That City Council appoint one member of the Community Redevelopment Agency Board as Chairperson for a period of one year, expiring December 2023.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The following have been nominated:

<u>Nominee</u>	<u>Nominated by</u>
-----------------------	----------------------------

Teniade Broughton	Broughton
Jared Moore	Brahier

PRIOR ACTION:

City Council appoints the Community Redevelopment Agency Board annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Nomination Form - Teniade Broughton
- 2) Nomination Form - Jared Moore
- 3) Ballot

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Teniadé Broughton, City Council Member, do hereby
nominate Teniadé Broughton for appointment by the
City Council for the position of:

**CHAIR
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

As current chair, I would like to continue serving, as various residents in the CRA
have expressed and encouraged that CRA shift it's focus to improving the quality of life
for long-time residents as the city grows.



City Council Member

I hereby certify that the above
nomination was submitted to my office
within the time limitations prescribed by
the Rules and Procedures of Council.



Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

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

**CHAIR
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

Boardmember Moore has a long
history of both attentiveness
and advocacy in the CRA. He
will make a strong leader in finding
our footing with a new board
and Mayor


City Council Member

I hereby certify that the above
nomination was submitted to my office
within the time limitations prescribed by
the Rules and Procedures of Council.

Ericka L. Burnett

Ericka L. Burnett, City Clerk

Ballot – Community Redevelopment Agency Board Chairperson

December 15, 2022

Term expiring December 2023

Chairperson

_____ Teniade Broughton

_____ Jared Moore

Vote for One

Signed: _____
City Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01179

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD VICE CHAIRPERSON

RECOMMENDATION:

That City Council appoint one member of the Community Redevelopment Agency Board as Vice Chairperson for a period of one year, expiring December 2023.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The following has been nominated:

<u>Nominee</u>	<u>Nominated by</u>
-----------------------	----------------------------

Jennifer Brahier	Brahier
------------------	---------

PRIOR ACTION:

City Council appoints the Community Redevelopment Agency Board Vice Chairperson annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Nomination Form - Jennifer Brahier
- 2) Ballot

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Jenniter Brahier, City Council Member, do hereby
nominate Myself, Jenniter Brahier for appointment by the
City Council for the position of:

**VICE CHAIR
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

I have a long love and
advocacy in the CRA, and would
be greatful to assist the
Chair when needed.



City Council Member

I hereby certify that the above
nomination was submitted to my office
within the time limitations prescribed by
the Rules and Procedures of Council.

Ericka L. Burnett

Ericka L. Burnett, City Clerk

Ballot – Community Redevelopment Agency Board Vice Chairperson

December 15, 2022

Term expiring December 2023

Vice Chairperson

_____ Jennifer Brahier

Vote for One

Signed: _____
City Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01027

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PUBLIC HEARING -ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - COASTAL MANAGEMENT ELEMENT.

RECOMMENDATION:

That City Council conduct the second of two required public hearings on December 15, 2022 to adopt the proposed amendment to the City's Comprehensive Plan specific to the Coastal Management Element.

HEARING REQUIRED: Public

SUMMARY:

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

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

City Council conducted the first required public hearing on June 16, 2022, and voted to approve the amendment on first reading, and transmit it to the Department of Economic Opportunity (DEO) for review. DEO has completed their review, and did not have any objections, recommendations or comments for the City to address, which requires the amendment to now move to the adoption hearing for final action.

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

PRIOR ACTION:

June 16, 2022 - City Council conducted the first of two required public hearings and voted to approve Proposed Ordinance No. 29-22 on first reading and transmit to the Department of Economic Opportunity for review.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

4/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator, Community Development

Sherry Morris, AICP, Development Services Department Director

Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

- 1) DEO Letter - September 27, 2022
- 2) Proposed Ordinance No. 29-22
- 3) Planning Board Minutes April 12, 2022

PRESENTATION: No

September 27, 2022

The Honorable Grover C. Robinson
Mayor, City of Pensacola
222 West Main Street
Pensacola, Florida 32502

Dear Mayor Robinson:

The Department of Economic Opportunity ("Department") has completed its review of the proposed comprehensive plan amendment for the Pensacola (Amendment No. 22-01ER), which was received and determined complete on August 1, 2022. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. The Department does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by the Department from the appropriate reviewing agencies, if any, are enclosed.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment. **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of the Department's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S.

If you have any questions related to this review, please contact Barbara Powell, Regional Planning Administrator, by telephone at (850) 717-8504 or by email at barbara.powell@deo.myflorida.com.

Sincerely,



Barbara Powell, Regional Planning Administrator
Bureau of Community Planning and Growth

BP/de

Enclosure: Procedures for Adoption

cc: Cynthia Cannon, Planning and Zoning Manager, City of Pensacola
Austin Mount, Executive Director, Emerald Coast Regional Council

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**"

(<https://floridajobs.secure.force.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, in **color format**, clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity to the ORC report from the Department of Economic Opportunity.

From: [Plan Review](#)
To: [Eubanks, Ray](#); [DCPexternalagencycomments](#)
Cc: [Plan Review](#)
Subject: [EXTERNAL] - Pensacola 22-01ER Proposed
Date: Tuesday, August 30, 2022 5:52:44 PM
Attachments: [image002.png](#)

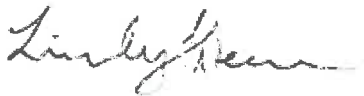
To: Ray Eubanks, DEO Plan Review Administrator

Re: Pensacola 22-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to plan.review@floridadep.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



PROPOSED
ORDINANCE NO. 29-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

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

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

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

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

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

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

COASTAL MANAGEMENT ELEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Policy CM-1.3.1: Future residential land use in the CHHA shall be limited to the following densities by location:

- * Low density - along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores

of Bayou Texar.

- * Medium density - along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- * High density - Historic District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

address future vulnerability and flood risks. The City shall actively coordinate with the Florida Department of Environmental Protection on the Resilient Florida Grant Program, Comprehensive Statewide Flood Vulnerability and Sea level Rise Dataset, Assessment and Plan developed pursuant to Section 380.093, F.S.

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

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

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

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

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

be designed and constructed with methods, practices and materials that will minimize the potential for flood damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development that may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;

- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas; and
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in 44 CFR 59.22.

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

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

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

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

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

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

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

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

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

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

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

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

Objective CM-2 3.2: The City shall maintain and improve estuarine environmental quality.

Policy CM-23.2.1: The City shall coordinate with Escambia County and the City of Century through the existing interlocal agreement to conduct stormwater management plans which will provide recommendations for preventing estuarine pollution, controlling surface water runoff and protecting living marine resources.

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

Policy CM-23.2.3: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance estuarine environmental quality

unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

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

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

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

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

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

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

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

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

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

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

SECTION 4. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD

April 12, 2022

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

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

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

STAFF VIRTUAL: Senior Planner Statler

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

AGENDA:

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

Call to Order / Quorum Present

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

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

New Business –

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

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

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

Aesthetic Review – 523 E. Gregory Street

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

Site Plan and Aesthetic Review – Application – 711 S. Palafox Street

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

Comprehensive Plan Amendment – Coastal Management Element

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

Open Forum – none

Discussion – none

Adjournment – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 29-22

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 29-22 - ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - COASTAL MANAGEMENT ELEMENT

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 29-22 on second reading.

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

HEARING REQUIRED: Public

SUMMARY:

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

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

City Council conducted the first required public hearing on June 16, 2022, and voted to approve the amendment on first reading, and transmit it to the Department of Economic Opportunity (DEO) for review. DEO has completed their review, and did not have any objections, recommendations or comments for the City to address, which requires the amendment to now move to the adoption hearing for final action

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

PRIOR ACTION:

June 16, 2022 - City Council conducted the first of two required public hearings and voted to approve Proposed Ordinance No. 29-22 on first reading and transmit to the Department of Economic Opportunity for review.

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FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

4/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator, Community Development
Sherry Morris, AICP, Development Services Department Director
Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

- 1) Proposed Ordinance No. 29-22
- 2) DEO Letter - September 17, 2022
- 3) Planning Board Minutes April 12, 2022

PRESENTATION: No

PROPOSED
ORDINANCE NO. 29-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

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

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

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

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

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

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

COASTAL MANAGEMENT ELEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Policy CM-1.3.1: Future residential land use in the CHHA shall be limited to the following densities by location:

- * Low density - along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores

of Bayou Texar.

- * Medium density - along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- * High density - Historic District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

address future vulnerability and flood risks. The City shall actively coordinate with the Florida Department of Environmental Protection on the Resilient Florida Grant Program, Comprehensive Statewide Flood Vulnerability and Sea level Rise Dataset, Assessment and Plan developed pursuant to Section 380.093, F.S.

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

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

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

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

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

be designed and constructed with methods, practices and materials that will minimize the potential for flood damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development that may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;

- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas; and
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in 44 CFR 59.22.

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

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

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

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

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

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

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

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

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

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

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

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

Objective CM-2 3.2: The City shall maintain and improve estuarine environmental quality.

Policy CM-23.2.1: The City shall coordinate with Escambia County and the City of Century through the existing interlocal agreement to conduct stormwater management plans which will provide recommendations for preventing estuarine pollution, controlling surface water runoff and protecting living marine resources.

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

Policy CM-23.2.3: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance estuarine environmental quality

unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

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

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

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

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

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

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

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

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

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

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

SECTION 4. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

September 27, 2022

The Honorable Grover C. Robinson
Mayor, City of Pensacola
222 West Main Street
Pensacola, Florida 32502

Dear Mayor Robinson:

The Department of Economic Opportunity ("Department") has completed its review of the proposed comprehensive plan amendment for the Pensacola (Amendment No. 22-01ER), which was received and determined complete on August 1, 2022. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. The Department does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by the Department from the appropriate reviewing agencies, if any, are enclosed.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment. **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of the Department's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S.

If you have any questions related to this review, please contact Barbara Powell, Regional Planning Administrator, by telephone at (850) 717-8504 or by email at barbara.powell@deo.myflorida.com.

Sincerely,



Barbara Powell, Regional Planning Administrator
Bureau of Community Planning and Growth

BP/de

Enclosure: Procedures for Adoption

cc: Cynthia Cannon, Planning and Zoning Manager, City of Pensacola
Austin Mount, Executive Director, Emerald Coast Regional Council

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | www.Facebook.com/FLDEO

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://floridajobs.secure.force.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

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_____ In the case of future land use map amendment, an adopted future land use map, in **color format**, clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

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Suggested effective date language for the adoption ordinance for state coordinated review:

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_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

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From: [Plan Review](#)
To: [Eubanks, Ray](#); [DCPexternalagencycomments](#)
Cc: [Plan Review](#)
Subject: [EXTERNAL] - Pensacola 22-01ER Proposed
Date: Tuesday, August 30, 2022 5:52:44 PM
Attachments: [image002.png](#)

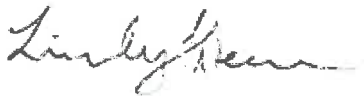
To: Ray Eubanks, DEO Plan Review Administrator

Re: Pensacola 22-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to plan.review@floridadep.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





MINUTES OF THE PLANNING BOARD

April 12, 2022

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

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

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

STAFF VIRTUAL: Senior Planner Statler

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

AGENDA:

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

Call to Order / Quorum Present

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

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

New Business –

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

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

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

Aesthetic Review – 523 E. Gregory Street

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

Site Plan and Aesthetic Review – Application – 711 S. Palafox Street

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

Comprehensive Plan Amendment – Coastal Management Element

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

Open Forum – none

Discussion – none

Adjournment – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01028

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PUBLIC HEARING - ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - PROPERTY RIGHTS ELEMENT.

RECOMMENDATION:

That City Council conduct the second of two required public hearings on December 15, 2022, to adopt the proposed amendment to the City's Comprehensive Plan specific to the Property Rights Element.

HEARING REQUIRED: Public

SUMMARY:

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

City Council conducted the first required public hearing on June 16, 2022, and voted to approve the amendment on first reading, and transmit it to the Department of Economic Opportunity (DEO) for review. DEO has completed their review, and did not have any objections, recommendations or comments for the City to address, which requires the amendment to now move to the adoption hearing for final action.

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

PRIOR ACTION:

June 16, 2022 - City Council conducted the first of two required public hearings and voted to approve Proposed Ordinance No. 27-22 on first reading and transmit to the Department of Economic

Opportunity for review.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/9/2021

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator, Community Development

Sherry Morris, AICP, Development Services Department Director

Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

- 1) DEO Letter - September 27, 2022
- 2) Proposed Ordinance No. 27-22
- 3) Planning Board Minutes November 9, 2021

PRESENTATION: No

September 27, 2022

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Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | www.Facebook.com/FLDEO

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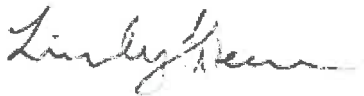
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Re: Pensacola 22-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

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PROPOSED
ORDINANCE NO. 27-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

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

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

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

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

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

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

PROPERTY RIGHTS ELEMENT

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

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

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

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

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

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

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

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

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

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

SECTION 4. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD
November 9, 2021

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

MEMBERS ABSENT: Board Member Sampson

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

STAFF VIRTUAL: Planning Director Morris, Senior Planner Statler

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

AGENDA:

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

Call to Order / Quorum Present

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

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

New Business –

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

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

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

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

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

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

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

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

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

3. COMPREHENSIVE PLAN AMENDMENT - PROPERTY RIGHTS ELEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 27-22

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

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

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 27-22 on second reading.

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

HEARING REQUIRED: Public

SUMMARY:

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

City Council conducted the first required public hearing on June 16, 2022, and voted to approve the amendment on first reading, and transmit it to the Department of Economic Opportunity (DEO) for review. DEO has completed their review, and did not have any objections, recommendations or comments for the City to address, which requires the amendment to now move to the adoption hearing for final action.

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

PRIOR ACTION:

June 16, 2022 - City Council conducted the first of two required public hearings and voted to approve Proposed Ordinance No. 27-22 on first reading and transmit to the Department of Economic Opportunity for review.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/9/2021

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator, Community Development
Sherry Morris, AICP, Development Services Department Director
Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

- 1) Proposed Ordinance No. 27-22
- 2) DEO Letter - September 27, 2022
- 3) Planning Board Minutes November 9, 2021

PRESENTATION: No

PROPOSED
ORDINANCE NO. 27-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

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

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

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

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

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

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

PROPERTY RIGHTS ELEMENT

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

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

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

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

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

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

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

SECTION 4. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

September 27, 2022

The Honorable Grover C. Robinson
Mayor, City of Pensacola
222 West Main Street
Pensacola, Florida 32502

Dear Mayor Robinson:

The Department of Economic Opportunity ("Department") has completed its review of the proposed comprehensive plan amendment for the Pensacola (Amendment No. 22-01ER), which was received and determined complete on August 1, 2022. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. The Department does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by the Department from the appropriate reviewing agencies, if any, are enclosed.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment. **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of the Department's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S.

If you have any questions related to this review, please contact Barbara Powell, Regional Planning Administrator, by telephone at (850) 717-8504 or by email at barbara.powell@deo.myflorida.com.

Sincerely,



Barbara Powell, Regional Planning Administrator
Bureau of Community Planning and Growth

BP/de

Enclosure: Procedures for Adoption

cc: Cynthia Cannon, Planning and Zoning Manager, City of Pensacola
Austin Mount, Executive Director, Emerald Coast Regional Council

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR STATE COORDINATED REVIEW**

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://floridajobs.secure.force.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, in **color format**, clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity to the ORC report from the Department of Economic Opportunity.

From: [Plan Review](#)
To: [Eubanks, Ray](#); [DCPexternalagencycomments](#)
Cc: [Plan Review](#)
Subject: [EXTERNAL] - Pensacola 22-01ER Proposed
Date: Tuesday, August 30, 2022 5:52:44 PM
Attachments: [image002.png](#)

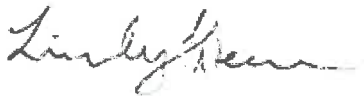
To: Ray Eubanks, DEO Plan Review Administrator

Re: Pensacola 22-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to plan.review@floridadep.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





MINUTES OF THE PLANNING BOARD

November 9, 2021

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

MEMBERS ABSENT: Board Member Sampson

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

STAFF VIRTUAL: Planning Director Morris, Senior Planner Statler

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

AGENDA:

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

Call to Order / Quorum Present

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

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

New Business –

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

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

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

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

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

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

3. COMPREHENSIVE PLAN AMENDMENT - PROPERTY RIGHTS ELEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01127

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - GROVE PARK SUBDIVISION

RECOMMENDATION:

That City Council conduct a quasi-judicial hearing on December 15, 2022, to consider approval of the Final Subdivision Plat, Grove Park Subdivision.

HEARING REQUIRED: Quasi-Judicial

SUMMARY:

Rebol-Battle & Associates, LLC is requesting Final Subdivision Plat approval for a new residential subdivision, Grove Park Subdivision, located at 2300 BLK Toni Street. The development includes one (1) lot which will be subdivided into twenty-two (22) townhome lots.

On November 8, 2022, the Planning Board unanimously recommended approval of the final plat.

PRIOR ACTION:

none

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/8/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

- 1) Grove Park Subdivision Final Plat Application
- 2) Planning Board Minutes November 8, 2022 DRAFT

PRESENTATION: No



SUBDIVISION PLAT

Please Check Application Type:

Minor Subdivision (< 4 lots)

Subdivision (> 4 lots)

☐ Preliminary & Final Plat Submission

☐ Preliminary Plat Submission

☒ Final Plat Submission

Fee: \$2,000.00

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

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

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

Applicant Information

Name: Paul A Battle

Address: 2301 North 9TH AVE, Suite 300
Pensacola, Florida 32503

Phone: 850-438-0400

Fax: N/A

Email: PaulB@Rebol-Battle.com

Owner Information (if different from applicant)

Name: Ellarose Investments LLC

Address: 2779 Gulf Breeze Parkway
Gulf Breeze, Florida 32563

Phone: 850-438-0400

Fax: N/A

Email: PaulB@Rebol-Battle.com

Property Information

Location/Address: 2300 Block of Toni Street

Subdivision Name: Grove Park Townhomes

of Parcels to be Subdivided: 1

Parcel ID #(s): 31-1S-30-1902-000-002

of Existing Lots: 1

of Proposed Lots: 22

Total Acreage: 1.60

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

Type of Subdivision: ☒ Residential* ☐ Non-Residential

[*If residential, see reverse for open space requirement]

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-8-7)? ☐ YES ☒ NO

If yes, specify exact variance requested:

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

Signature of Applicant

(Owner of Property or Official Representative of Owner)

10/07/2022
Date

FOR OFFICE USE ONLY

Zone: _____ District: _____

Date Received: _____ Case Number: _____

Application Fee: _____ Receipt #: _____

Open Space Requirement (acres or \$): _____ Receipt #: _____

Planning Board Date: _____ Recommendation: _____

Council Date: _____ Action: _____

Recording Date: _____ Map Bk/Pg: _____

PREPARED BY

RBA

REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009657 LB7916
RBA PROJECT No. 2021.107

PROFESSIONAL SURVEYOR AND MAPPER

MARK A. NORRIS P.S.M. No.6211
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

OWNER & DEVELOPER

ELLAROSE INVESTMENTS, LLC
2779 GULF BREEZE PARKWAY
GULF BREEZE, FLORIDA 32563
(850) 754-1600

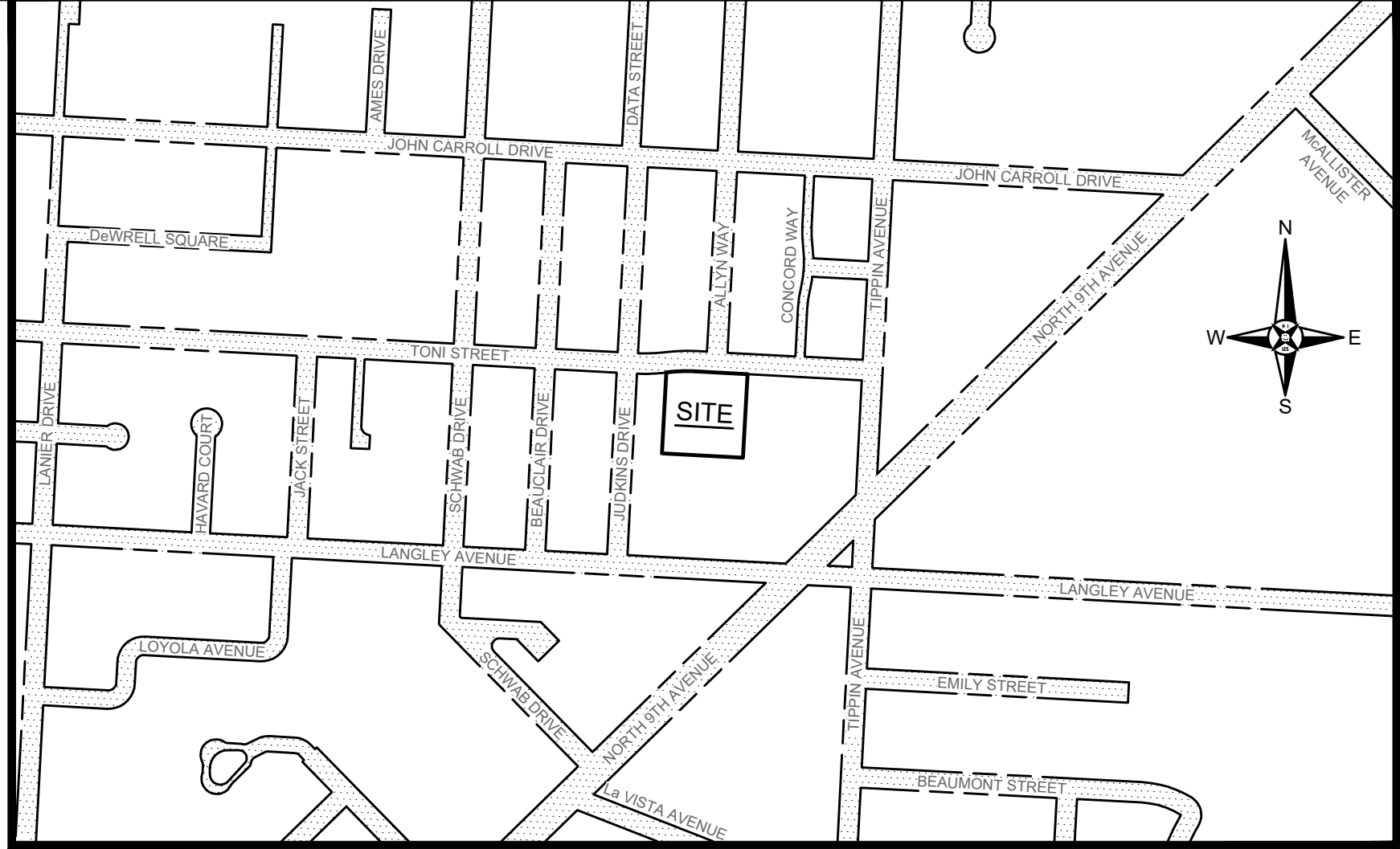
CIVIL ENGINEER

PAUL A. BATTLE, P.E. No. 53126
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

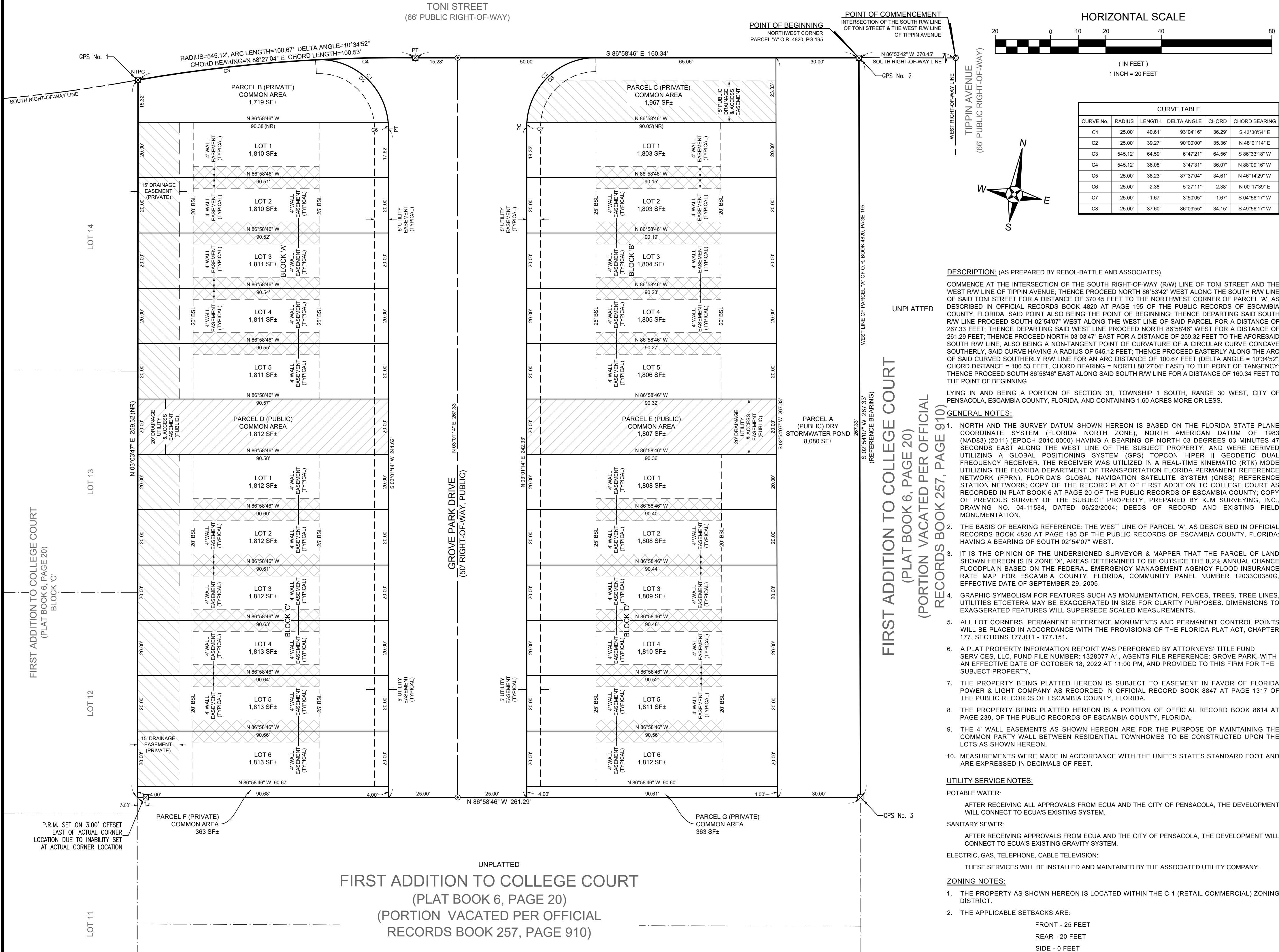
GROVE PARK TOWNHOMES

BEING A RESUBDIVISION OF LOTS 1-3 AND A PORTION OF LOT 4, BLOCK C, & LOTS 6-8, & A PORTION OF LOT 5, BLOCK B, FIRST ADDITION TO COLLEGE COURT, PLAT BOOK 6, PAGE 20, BEING A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA

NOVEMBER 2022



VICINITY MAP
SCALE: 1" = 500'



STATE PLANE COORDINATES							
HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (2011) FLORIDA NORTH ZONE							
VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM 1988							
STATION	NORTHING	EASTING	LATITUDE (NORTH)	LONGITUDE (WEST)	SCALE FACTOR	CONVERGENCE ANGLE	ELEVATION
GPS No. 1	551868.3453	1118496.7254	N030° 29' 23.3166"	W087° 11' 55.9079"	0.99996422	-001° 21' 22.50"	103.29'
GPS No. 2	551862.6137	1118757.3291	N030° 29' 23.3209"	W087° 11' 52.9286"	0.99996422	-001° 21' 21.00"	101.33'
GPS No. 3	551595.6280	1118743.7946	N030° 29' 20.6758"	W087° 11' 53.0111"	0.99996415	-001° 21' 21.04"	101.92'
LOCATION ESTABLISHED FROM FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK							
FORMULA TO CONVERT GRID DISTANCE TO GROUND DISTANCE: DIVIDE THE GRID DISTANCE BY THE MCSF							
FORMULA TO CONVERT GROUND DISTANCE TO GRID DISTANCE: MULTIPLY THE GROUND DISTANCE BY THE MCSF							
MEAN COMBINED SCALE FACTOR (MCSF) = $\frac{CSF_1 + CSF_2}{2}$ GROUND DISTANCE = $\frac{GRID DISTANCE}{MCSF}$ GRID DISTANCE = GROUND DISTANCE x MCSF							

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

LEGEND:			
INC.	SET P.R.M. 4"x4" CONCRETE MONUMENT (No. LB 7916)	INC.	DENOTES INCORPORATED
LB	SET P.C.P. NAIL AND DISK (No. LB 7916)	LB	DENOTES SURVEYOR BUSINESS LICENSE NUMBER
LS	SET 1/2" DIA CAPPED IRON ROD (No. LB 7916)	LS	DENOTES SURVEYOR LICENSE NUMBER
±	FOUND 1" DIA IRON PIPE (UNNUMBERED)	±	DENOTES MORE OR LESS
	DENOTES DRAINAGE, UTILITY & ACCESS EASEMENT	NTR	DENOTES NON-RADIAL
	DENOTES DRAINAGE EASEMENT	NTR	DENOTES NON-TANGENT POINT OF CURVATURE
	DENOTES 4" WALL EASEMENT	O.R.	DENOTES OFFICIAL RECORDS BOOK
	DENOTES LINE NOTE TO SCALE	P.C.P.	DENOTES PERMANENT CONTROL POINT
BSL	DENOTES BUNG SET BACK LINE	P.R.M.	DENOTES PERMANENT REFERENCE MONUMENT
CSF	DENOTES COMBINED SCALE FACTOR	PC	DENOTES POINT OF CURVATURE
C1	DENOTES CURVE IDENTIFICATION (SEE CURVE TABLE)	PT	DENOTES POINT OF TANGENCY
DIA	DENOTES DIAMETER	P.E.	DENOTES PROFESSIONAL ENGINEER
ECUA	DENOTES EMERALD COAST UTILITIES AUTHORITY	SF	DENOTES SQUARE FEET
GPS	DENOTES GLOBAL POSITIONING SYSTEM		

DEDICATION:
KNOW ALL MEN BY THESE PRESENTS THAT PAUL A. BATTLE, MANAGER, ELLAROSE INVESTMENTS, LLC, OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREIN KNOWN AS GROVE PARK TOWNHOMES, WHICH IS PART OF THIS PLAT, AND DO HEREBY MAKE THE FOLLOWING DEDICATIONS:
A. TO THE GROVE PARK OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, PARCEL B (COMMON AREA, PRIVATE), PARCEL C (COMMON AREA, PRIVATE), PARCEL D (COMMON AREA, PUBLIC), PARCEL E (COMMON AREA, PUBLIC), PARCEL F (COMMON AREA, PRIVATE) AND PARCEL G (COMMON AREA, PRIVATE); FOR PURPOSES OF OWNERSHIP AND RESPONSIBILITY OF OPERATION AND MAINTENANCE.
B. TO THE GROVE PARK OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, ALL 15' PRIVATE DRAINAGE EASEMENTS; FOR PURPOSES OF OPERATION AND MAINTENANCE.
C. TO THE CITY OF PENSACOLA, ITS SUCCESSORS AND ASSIGNS, GROVE PARK DRIVE (60' RIGHT-OF-WAY, PUBLIC), PARCEL A (DRY STORMWATER POND, PUBLIC); FOR PURPOSES OF OWNERSHIP AND RESPONSIBILITY OF OPERATION AND MAINTENANCE.
D. TO THE CITY OF PENSACOLA, ITS SUCCESSORS AND ASSIGNS, THE 20' DRAINAGE, UTILITY & ACCESS EASEMENT LOCATED OVER AND ACROSS PARCEL D (COMMON AREA, PUBLIC); THE 20' DRAINAGE, UTILITY & ACCESS EASEMENT LOCATED ON PARCEL E (COMMON AREA, PUBLIC); THE 15' DRAINAGE & ACCESS EASEMENT LOCATED OVER AND ACROSS PARCEL C (COMMON AREA/SIGN PARCEL, PRIVATE); FOR PURPOSES OF OPERATION AND MAINTENANCE.
E. TO ALL UTILITY PROVIDERS, THE 5' WIDE UTILITY EASEMENTS LOCATED ADJACENT TO GROVE PARK DRIVE (60' RIGHT-OF-WAY, PUBLIC); FOR PURPOSES OF OPERATION AND MAINTENANCE.

IN WITNESS WHEREOF, PAUL A. BATTLE, MANAGER, ELLAROSE INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS AUTHORIZED AGENT.

PRINTED NAME: _____ WITNESS
MANAGER
ELLAROSE INVESTMENTS, LLC (OWNER & DEVELOPER)
WITNESS
NOTARY PUBLIC: (OWNER & DEVELOPER)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2022, BY _____ AS MANAGER OF ELLAROSE INVESTMENTS, LLC, HE / SHE ☐ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE _____ COMMISSION NO. _____
PRINT NAME _____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC, STATE OF: _____

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORDS ON THE _____, DAY OF _____, 2022, AND FILED IN PLAT BOOK _____, AT PAGES _____, OF SAID COUNTY.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

CITY COUNCIL CERTIFICATE:
I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE _____, DAY OF _____, 2022, AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT
CITY CLERK OF THE CITY OF PENSACOLA

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

LESLIE D. ODOM, PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 6520

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTIONS 177.011 - 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON THE PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON, SIGNED THIS _____ DAY OF _____, 2022.

MARK A. NORRIS, PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No.6211 LB No.7916
REBOL-BATTLE & ASSOCIATES
2301 NORTH NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MARK A. NORRIS, PSM, ON 11/09/2022.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DECLARATION OF RESTRICTIVE COVENANTS,
OFFICIAL RECORDS BOOK: _____, PAGE(S): _____ PLAT BOOK: _____, PAGE: _____

PLAT PROPERTY INFORMATION REPORT

Showing Information Required by F.S. 177.041 Prior to Platting Lands

Issuer: Attorneys' Title Fund Services, LLC
Recipient: Schultz Law Group, P.L.L.C.

Fund File Number: 1328077 A1

Provided For: Schultz Law Group, P.L.L.C.

Agent's File Reference: Grove Park

Effective Date of Search: October 18, 2022 at 11:00 PM

Description of Real Property Situated in Escambia County, Florida:

See Exhibit A

Record Title Vested in:

Ellarose Investments, LLC, a Florida Limited Liability Company by Warranty Deed recorded in O.R. Book 8614, Page 239, Public Records of Escambia County, Florida.

Prepared Date: October 25, 2022

Attorneys' Title Fund Services, LLC

Prepared by: Pamela Kelso, Senior Examiner

Phone Number: (800) 327-7696 x5020

Email Address: PKelso@TheFund.com

PLAT PROPERTY INFORMATION REPORT

Fund File Number: 1328077 A1

The following mortgages are all the mortgages of record that have not been satisfied or released of record nor otherwise terminated by law:

1. Nothing Found

Other encumbrances affecting the title:

1. Rights of the lessees under unrecorded leases.
2. Covenants, conditions, and restrictions recorded in Warranty Deed in O.R. Book 4329, Page 1842, Public Records of Escambia County, Florida.
3. All matters contained on the Plat of Addition to College Court, as recorded in Plat Book 6, Page 20, Public Records of Escambia County, Florida, Together with Resolution vacating a portion of said plat as recorded in O.R. Book 257, Page 910, Public Records of Escambia County, Florida.
4. Covenants, conditions, and restrictions recorded in O.R. Book 82, Page 59, and amended in O.R. Book 257, Page 914, Public Records of Escambia County, Florida, which contain provisions creating easements.
5. Reciprocal Easement Agreement recorded in O.R. Book 4329, Page 1845, Public Records of Escambia County, Florida.
6. Easement in favor of Florida Power & Light Company contained in instrument recorded August 26, 2022, under O.R. Book 8847, Page 1317, Public Records of Escambia County, Florida.
7. Tax Sale Certificate No. 1314 sold for 2021.

This search is provided pursuant to the requirements of section 177.041, F.S. for the uses and purposes specifically stated therein and is not to be used as the basis for issuance of an insurance commitment and/or policy.

The information contained herein is furnished for information only.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

PLAT PROPERTY INFORMATION REPORT

Exhibit A

Fund File Number: 1328077

DESCRIPTION: (PREPARED BY REBOL-BATTLE & ASSOCIATES, INC.) (RBA No. 2021.107)
 COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY (R/W) LINE OF TONI STREET AND THE WEST R/W LINE OF TIPPIN AVENUE; THENCE PROCEED NORTH $86^{\circ}53'42''$ WEST ALONG THE SOUTH R/W LINE SAID TONI STREET FOR A DISTANCE OF 370.45 FEET TO THE NORTHWEST CORNER OF PARCEL 'A', AS DESCRIBED IN OFFICIAL RECORDS BOOK 4820 AT PAGE 195 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH R/W LINE PROCEED SOUTH $02^{\circ}54'07''$ WEST ALONG THE WEST LINE OF SAID PARCEL FOR A DISTANCE OF 267.33 FEET; THENCE DEPARTING SAID WEST LINE PROCEED NORTH $86^{\circ}58'46''$ WEST FOR A DISTANCE OF 261.29 FEET; THENCE PROCEED NORTH $03^{\circ}03'47''$ EAST FOR A DISTANCE OF 259.32 FEET TO THE AFORESAID SOUTH R/W LINE, ALSO BEING A NON-TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 545.12 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVED SOUTHERLY R/W LINE FOR AN ARC DISTANCE OF 100.67 FEET (DELTA ANGLE = $10^{\circ}34'52''$, CHORD DISTANCE = 100.53 FEET, CHORD BEARING = NORTH $88^{\circ}27'04''$ EAST) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH $86^{\circ}58'46''$ EAST ALONG SAID SOUTH R/W LINE FOR A DISTANCE OF 160.34 FEET TO THE POINT OF BEGINNING.
 LYING IN AND BEING A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 1.60 ACRES MORE OR LESS.



MINUTES OF THE PLANNING BOARD
November 8, 2022

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Villegas, Board Member Sampson

MEMBERS ABSENT: Board Member Powell, Board Member Van Hoose

STAFF PRESENT: Planning & Zoning Division Manager Cannon, Assistant Planning & Zoning Manager Harding, City Attorney Lindsay, Help Desk Technician Johnston, Executive Assistant Chwastyk

STAFF VIRTUAL: Development Services Director Morris, Development Services Coordinator Statler

OTHERS PRESENT: John Loftis, Paul Battle

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from October 11, 2022

New Business:

- Final Plat Grove Park Townhomes
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:05 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Vice Chairperson Larson made a motion to approve the October 11, 2022 minutes, seconded by Board Member Sampson, and it carried 5:0.

New Business –

Final Plat Grove Park Townhomes

Planning & Zoning Manager, Cannon introduced item and stated this item had come before the board in December of last year and was approved and that it's C-1 with no yard requirements. Paul Battle was the representative for the applicant, he asked that since there are no setbacks in C-1 he would like to change setbacks to 25 feet in the front and 20 feet in the rear. Planning & Zoning Division Manager, Cannon stated procedurally it's fine if it's clear in the board's decision and the minutes. Board Member Grundhoefer stated that would be a welcome change to the plat because it would allow more room for a sidewalk and more room for a car in the driveway which will help to prevent the car from blocking the sidewalk.

Chairperson Ritz suggested that with Board Member Grundhoefer's discussion and Paul Battle's request and unless there are no objections if a motion comes along, it could be captured in the motion in a definitive way. Board Member Sampson wanted to confirm that the plat had been approved by ECUA. Chairperson Ritz answered they still must go to ECUA for a separate approval. Chairperson Ritz stated that they have met the city's LDC requirements, we have the request to change the setbacks which he doesn't think will be a problem. Board Member Villegas made a motion to approve the plat application with the changes to 25 feet setback at the front and 20 feet setback at the rear and to have the plat updated prior to submittal to Council. Board Member Grundhoefer asked if these were zero lot townhomes, Paul Battle answered yes. Board Member Grundhoefer asked what the 4 feet setbacks were for, Paul Battle answered it was an easement so that they could maintain access to repair common walls. Board Member Grundhoefer asked is the intention to have Grove Park Drive a continuation of the street across the street and will it be deeded to the city to maintain. Paul Battle answered the plan is to dedicate it to the city. Board Member Grundhoefer asked if they required a turnaround or a 3-way backup, Paul Battle answered he has an easement through Golden Corral so that the fire department could have access to the subdivision. **Board Member Villegas made a motion to approve the plat application with the changes to 25 feet setback at the front and 20 feet setback at the rear, seconded by Vice Chairperson Larson and it carried 5:0.**

Open Forum – none

Discussion – Proposed Amendment to The Land Development Code Sec. 12-3-60 (2) – Boathouses, Piers and Docks, All Residential Zones

John Loftis is requesting an amendment to the height restrictions for boathouses, currently it reads "nor shall any boathouse extend to a height of more than 15 feet from the above mean low tide" to "nor shall any boathouse extend to a height more than 25 feet from the above mean high water". Chairperson Ritz stated if you do the math, it means that they would be adding 11 feet to the height of the boathouse. John Loftis stated they want to bring an outdated code up to date and mirror other codes in other jurisdictions. John Loftis mentioned they must raise the docks higher for grass beds, naturally they must get the boathouse to be higher to have head room. They have changing boat sizes with higher towers and radar equipment, there are times when people could not raise their boats high enough to not get damaged by storm surge, so by adding this footage they are hoping to minimize damage to boats in lifts. He feels they are not doing anything excessive, and they realize there will be view issues and concerns with line of site and they want to be sensitive to those concerns. Chairperson Ritz asked

how many agencies Mr. Loftis goes through to get a permit on Bayou Texar. John Loftis answered they go through the Florida Department of Environmental Protection, Army Corps of Engineers, and the City of Pensacola. Board Member Grundhoefer stated his heartburn is with the line of sight for property owners who have paid a lot of money for these properties. Board Member Grundhoefer feels it's excessive to build these high boathouses, if it was for marinas, he could understand but not for residential properties. He stated if property owners knew about this they would be upset and fill the room. John Loftis stated he polled his clients, and they are all in favor of the change. Board Member Villegas asked where his clients are predominantly based. John Loftis answered on the eastside of Bayou Texar and one on the westside of Bayou Texar, he has a long list of people in favor of the increase in height. Board Member Villegas wanted clarification on John Loftis statement that people were unable to get their boats hauled prior to a hurricane because they can be caught off guard. Board Member Villegas stated that she would hope that one would take those extra precautionary measures which leads her to the point of where that now falls onto the board needing to accommodate people's personal choices. John Loftis stated that was a good point. Board Member Sampson wanted to know how many did not approve of this change; John Loftis answered he has not received any objections. Board Member Villegas stated this is not a guarantee of protection against a major storm but just raising it higher with the hopes that there would be less destruction. Board Member Grundhoefer stated he spoke to someone who had concerns about this large structure causing damage to his property if a storm comes. John Loftis answered he has never lost a boat house due to a storm. Board Member Villegas asked is this is preparing for the worst and hoping for the best and is this the best that could be done to solve the problem. John Loftis stated they are required to build the docks higher in certain instances, accommodating more than just one thing not just the safety of the boats but also to allow more sunlight to the grass beds. Vice Chairperson Larson stated he didn't have any questions for John Loftis at this time, but he would be asking an independent person separate question as far as the environment goes. John Loftis clarified that they could build a dock and build it higher if there are grass beds, but they are not allowed to build the boathouse roof. If there's grass beds in certain places where they want to put the roof, they must find an open spot and move to a different location on the property and build the roof there. If there are grass beds everywhere on the property, they would not be allowed to build the roof. Board Member Villegas asked who determines if it can be built. John Loftis explained that before they come to the city they have to apply to the State and the Army Corps of Engineers for a 2-to-3-month process. They must do a grass beds survey and let them know the details of what they find including photos and video footage of the grass beds. John Loftis stated they also must demonstrate 25-foot side setbacks from the riparian line and that the DEP is more stringent than the city and county. They also must do a riparian line study when they submit their application to the FDEP and the Army Corps of Engineers. They are more stringent with their setbacks than the side setbacks of the city. Assistant Planning & Zoning Manager Harding added that he or Development Services Coordinator Statler will review the plans for compliance with the Land Development Code and Building Inspections Specialist Weekley will review for Building Code Compliance and that most permits are for Bayou Texar. Board Member Grundhoefer stated that from an architectural standpoint you know how a building impacts the environment and how it looks and that his concerns are aesthetic and protecting other homeowners' views. A discussion began about the different means of notification for different boards, Planning

& Zoning Division Manager, Cannon stated that amendments such as this would get the standard media notices provided for Planning Board and City Council meetings. Board Member Grundhoefer wanted to know since this is city wide, how do you announce to 60,000 citizens that they could be affected by this, granted not everyone would be affected. Chairperson Ritz stated it's on the diligence of the citizen to pay attention to their government, other than that there's no vehicle for the city to address the property owners along Bayou Texar. Board Member Grundhoefer asked if it would be beneficial to ask for a variance on an individual basis. Planning & Zoning Division Manager, Cannon stated the Land Development Code does allow variances to certain building design standards which includes building height, so if that also applies to boat houses then that would be an option. Board Member Grundhoefer asked if any individual could come before the board and make a proposal to change the Land Development Code, Chairperson Ritz stated yes, it's the citizens right to do so. John Loftis stated that this was the vehicle put before him to follow the process and do it the right way and out of respect they are before the board to try and make this change. There was discussion regarding who determines what can go before the Zoning Board for a variance. Planning & Zoning Division Manager, Cannon wanted to clarify an earlier statement regarding variance definitions and stated that a variance can be applied for based on height, area and size of structure, yards, and open spaces. Planning & Zoning Manager, Cannon added typically we see height for houses but legal says it can apply to boathouses then that's acceptable. Assistant Planning & Zoning Manager Harding stated to be issued a variance by the Zoning Board of Adjustments there's seven hardship criteria that must be met and that they've never seen a height variance come before the board for the height of boat probably because it would be very hard to prove it's a hardship. Assistant Planning & Zoning Manager Harding added that a variance cannot be granted based on a self-imposed hardship. Chairperson Ritz stated that you must address all seven criteria and there are even some areas where there are 2 additional ones. Assistant Planning & Zoning Manager Harding answered yes. City Attorney Lindsay clarified that they would not be working on this at all unless you as majority tell staff to work on this item, also the concerns about notification can be addressed by letting the mayor's office know of concerns and perhaps do a press release. City Attorney Lindsay further stated if it's determined the change should be worked on it would come back before the board for further review which would give more time for notification and assuming it passes it would then go before city council for two readings with further notifications. Chairperson Ritz asked did the board want to push this forward in a discussion manner, have staff do further research, or have a workshop held. Planning & Zoning Manager, Cannon suggested they could also continue this as a discussion item on the next planning board meeting. Board Member Grundhoefer would like to have a third-party environmentalist to say whether it does or does not have an impact on the environment. Board Member Villegas would also like an environmentalist to come in and help them understand better their responsibility to the community and perhaps a workshop. Board Member Sampson feels we should have notification be given to everyone involved. Chairperson Ritz would like it to move forward since John Loftis is also working behalf of his clients that live on Bayou Texar. Vice Chairperson Larson would like more education on how this would affect sea grasses and the environment and the implications of what they are taking on. Assistant Planning & Zoning Manager Harding shared an email from Mr. Johnson of Wetland Sciences in support of the change, but the board still had questions pertaining to the email. Planning & Zoning Manager, Cannon gave suggestions of others that could

get involved to help educate the board. Board Member Villegas asked if there's any archeological weight on this. John Loftis informed the board that the Army Corps of Engineers can red-flag certain locations if an archaeologist is needed to either sign off on the project or not sign off. Assistant Planning & Zoning Manager Harding mentioned as a registered professional archeologist he could speak to the quality of the review done by the Army Corps of Engineers. John Loftis suggested that they should investigate forming a Marine Advisory Board. Chairperson Ritz stated without objection let us continue discussion on this item at the December 13th meeting. Chairperson Ritz invited John Loftis and others to bring anyone they would like to come speak on the matter. Planning & Zoning Manager Cannon will reach out to individuals to speak on the environmental side of it.

Adjournment – With no further business, the Board adjourned at 3:18 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01174

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

2023 CITY COUNCIL MEETING SCHEDULE

RECOMMENDATION:

That City Council adopt the 2023 City Council Meeting Schedule.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City Charter requires the City Council to schedule a regular council meeting at least once per month. It is customary for the City Council to establish its regular meeting schedule for the following calendar year in December of each year.

Adoption of this action will set the City Council meeting schedule for 2023.

PRIOR ACTION:

December 16, 2021 - City Council adopted the 2022 City Council Meeting Schedule

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Proposed 2023 City Council Meeting Schedule

PRESENTATION: No

****DRAFT**** 2023 PENSACOLA CITY COUNCIL SCHEDULE OF MEETINGS

MONTH	AGENDA CONFERENCE	COUNCIL MEETING	SPECIAL COUNCIL MEETING
Note: Business Workshop to be held, if needed, on the 2nd Agenda Conference meeting day of the month.			
January	Tuesday, 17th	Thursday, 19th	
February	Monday, 6th Tuesday, 21st	Thursday, 9th Thursday 23rd	
March	Monday, 6th Monday, 20th	Thursday, 9th Thursday 23rd	
April	Monday, 10th Monday, 24th	Thursday, 13th Thursday, 27th	
May	Monday, 8th Monday, 22nd	Thursday, 11th Thursday, 25th	
June	Monday, 12th	Thursday, 15th	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01204

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

ASSIGNMENT OF COUNCIL MEMBERS TO EXTERNAL BOARDS, COMMISSIONS & AUTHORITIES FOR COUNCIL TERM 2022-2024

RECOMMENDATION:

That the following external assignments be filled for a two-year period, until new City Council Members take office in November of 2024:

EXTERNAL BOARD ASSIGNMENTS 2022-2024

Pensacola & Perdido Bays Estuary Program (1 & 1 Alt) - Moore / Bare (alt)

Community Action Program (1) -- Bare

Community Drug & Alcohol Commission (1) -- Wiggins

Community Enterprise Investments, Inc. (1) -- Broughton

Tourist Development Council (2) - Jones, Broughton

Transportation Planning Organization (5) - Wiggins / Moore / Jones / Bare / Patton

Juvenile Justice Council (1) -- Wiggins

Our Corner (formerly Keep Pensacola Beautiful) (1) -- Jones

Pensacola Escambia Development Commission (2) - Bare / Patton

Emerald Coast Regional Council (1) -- Patton

Ex-Officio Officer Downtown Improvement Board (1) -- Brahier

Ex Officio Officer Human Relations Commission (1) (Set to expire 10/1/2023) -- Broughton

Eastside Redevelopment Board -- Brahier

Westside Redevelopment Board -- Brahier

Urban Core Redevelopment Board -- Moore

Affordable Housing Advisory Committee (Term expiring 8/19/23) -- Wiggins

HEARING REQUIRED: No Hearing Required

SUMMARY:

Organization's by-laws and in some cases state statutes require a member or members of City Council be assigned to external boards, commissions, and authorities. Currently, the Council's Rules and Procedures do not set out a means of determining these assignments. Based on prior assignments and current needs, staff along with the Council President provides the proposed assignments.

PRIOR ACTION:

December 2020 - City Council approved external assignments

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) External Board Assignments 2022-2024

PRESENTATION: No

EXTERNAL BOARD ASSIGNMENTS 2022-2024

Pensacola & Perdido Bays Estuary Program (1 & 1 Alt) – Moore / Bare (alt)

Community Action Program (1) -- Bare

Community Drug & Alcohol Commission (1) -- Wiggins

Community Enterprise Investments, Inc. (1) -- Broughton

Tourist Development Council (2) – Jones, Broughton

Transportation Planning Organization (5) – Wiggins / Moore / Jones / Bare / Patton

Juvenile Justice Council (1) -- Wiggins

Our Corner (formerly Keep Pensacola Beautiful) (1) -- Jones

Pensacola Escambia Development Commission (2) – Bare / Patton

Emerald Coast Regional Council (1) -- Patton

Ex-Officio Officer Downtown Improvement Board (1) -- Brahier

Ex Officio Officer Human Relations Commission (1) (Set to expire 10/1/2023) -- Broughton

Eastside Redevelopment Board -- Brahier

Westside Redevelopment Board -- Brahier

Urban Core Redevelopment Board -- Moore

Affordable Housing Advisory Committee (Term expiring 8/19/23) -- Wiggins



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01188

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPROVAL TO ALLOCATE A PORTION OF LOST IV FUNDING FOR THE PAVING OF THE FIRST CITY ART CENTER PARKING LOT

RECOMMENDATION:

That City Council approve the transfer of LOST IV funding in the amount of \$60,000 from the Pavement Management project to a project for the rehabilitation of the parking lot at the First City Art Center parking lot located at 1060 N. Guillemard St.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The parking lot at 1060 N. Guillemard St. is owned by the City of Pensacola and serves the tenant, First City Art Center. The lot is in need of rehabilitation due to deterioration that exceeds simply resurfacing. The area will be milled, repaved, and remarked for parking.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 60,000.00 LOST IV FY23

Actual: \$ 49,888.22 Construction Cost
6,111.78 Contingency
2,000.00 Parking Stall Markings
2,000.00 CEI
\$ 60,000.00 Estimated Cost

FINANCIAL IMPACT:

Funding is available within the LOST IV fund in the Fiscal Year 2023 Public Works budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/1/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator

Amy Tootle, PE - Director Public Works & Facilities

ATTACHMENTS:

- 1) Project Location Map

PRESENTATION: No

First City Art Center

Pavement Rehabilitation
Item: 22-01188

Legend

 First City Art Center

E. GONZALES ST

N GUILLEMARD ST

N TARRAGONA ST

PROJECT
AREA

E. DE SOTO ST

Google Earth

500 ft

305





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-115

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-115 - FY 2023 ENCUMBRANCE
CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-115.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN
EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

After the beginning of each fiscal year, a supplemental budget resolution is brought to the City Council for consideration. This resolution includes appropriations for the following:

- FY 2022 encumbered purchase order balances net of contract payable
Appropriations are carried forward to the new fiscal year for purchase orders issued by September 30, 2022, for which final payment had not been made. However, all work completed on outstanding purchase orders by September 30th is expensed to FY 2018 as contracts payable. Encumbrances carried forward to the new year are reduced by the amount expensed to contract payable in the previous fiscal year.
- Appropriation of fund balance
In most funds, fund balance is appropriated to cover encumbrances carried forward.
- Increase in estimated revenues
In some funds, mostly related to various grants, estimated revenues are increased to balance the encumbered purchase order balances net of contracts payable.

An additional resolution to carry forward FY 2022 funding for items that were not encumbered is being brought forward for City Council's approval on a separate resolution.

PRIOR ACTION:

September 14, 2022 - City Council formally adopted a beginning FY 2023 Budget on Budget Resolution No. 2022-089

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the carryover budget resolution are covered by either an appropriation of fund balance or an increase in estimated revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2023.

CITY ATTORNEY REVIEW: Yes

12/1/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No, 2022-115
- 2) Supplemental Budget Explanation No. 2022-115

PRESENTATION: No

**RESOLUTION
NO. 2022-115**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023;
PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

Fund Balance		484,960
As Reads:	State Reimbursements	100,000
Amended		
To Read:	State Reimbursements	233,095
To:	Purchase Orders Payable	618,055

B. SPECIAL GRANTS FUND

As Reads:	Federal Grants	1,078,200
Amended		
To Read:	Federal Grants	1,866,223
To:	Purchase Orders Payable	788,023

C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

As Reads:	Federal Grants	1,526,900
Amended		
To Read:	Federal Grants	1,527,052
To:	Purchase Orders Payable	152

D. COMMUNITY REDEVELOPMENT FUND

Fund Balance		706,860
To:	Purchase Orders Payable	706,860

E. PARKING FUND

Fund Balance		40,541
To:	Purchase Orders Payable	40,541

F. SECTION 8 HOUSING ASSISTANCE FUND

Fund Balance		76,849
To:	Purchase Orders Payable	76,849

G. LAW ENFORCEMENT TRUST FUND

Fund Balance		121,849
To:	Purchase Orders Payable	121,849

H. NATURAL DISASTER FUND		
To:	Federal Grants	2,935,323
To:	State Grants	326,147
To:	Purchase Orders Payable	3,261,470
I. EASTSIDE TIF FUND		
	Fund Balance	35,841
To:	Purchase Orders Payable	35,841
J. BUILDING INSPECTIONS FUND		
	Fund Balance	63,034
To:	Purchase Orders Payable	63,034
K. WESTSIDE TIF FUND		
	Fund Balance	30,438
To:	Purchase Orders Payable	30,438
L. COMMUNITY MARITIME PARK MANAGERMENTS SERVICES FUND		
	Fund Balance	26,552
To:	Purchase Orders Payable	26,552
M. AMERICAN RESCUE PLAN FUND		
To:	Federal Grants	1,158,314
To:	Purchase Orders Payable	1,158,314
N. LOCAL OPTION SALES TAX FUND		
	Fund Balance	4,713,563
To:	Purchase Orders Payable	4,713,563
O. LOGT CONSTRUCTION FUND		
	Fund Balance	263,312
To:	Purchase Orders Payable	263,312
P. CRA SERIES 2017 PROJECT FUND		
	Fund Balance	6,180,407
To:	Purchase Orders Payable	6,180,407
Q. STORMWATER CAPITAL PROJECTS FUND		
	Fund Balance	357,245
To:	Purchase Orders Payable	357,245
R. GAS UTILITY FUND		
	Fund Balance	2,836,419
To:	Purchase Orders Payable	2,836,419

S. SANITATION FUND

	Fund Balance	9,547
To:	Purchase Orders Payable	9,547

T. PORT FUND

	Fund Balance	539,107
To:	State Grants	14,993
To:	Purchase Orders Payable	554,100

U. AIRPORT FUND

	Fund Balance	3,369,550
To:	Private Grants	5,795,041
To:	Transfer in From Local Option Sales Tax	1,936,910
As Reads: Amended To Read:	Federal Grants	4,100,000
	Federal Grants	15,252,748
As Reads: Amended To Read:	State Grants	1,000,000
	State Grants	4,535,381
To:	Purchase Orders Payable	25,789,630

V. CENTRAL SERVICES FUND

As Reads: Amended To Read:	Charges for Services - Garage	1,719,100
	Charges for Services - Garage	1,792,539
As Reads: Amended To Read:	Charges for Services - Technology Resources	3,614,800
	Charges for Services - Technology Resources	3,768,983
To:	Purchase Orders Payable	227,622

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
DECEMBER 2022 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 2022-115

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
STATE REIMBURSEMENT AGREEMENTS	133,095	
Sub-Total Estimated Revenues	133,095	
Fund Balance	484,960	
Total Estimated Revenues and Fund Balance	618,055	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	618,055	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
B. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	681,632	Increase estimated revenues for Federal Grants
Miscellaneous Revenue	106,391	Appropriate estimated revenues for Miscellaneous Revenue
Total Estimated Revenues	788,023	
Appropriations		
Purchase Orders Payable	788,023	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
Federal Grants	152	Increase estimated revenue from Federal Grants
Total Estimated Revenues	152	
Appropriations		
Purchase Orders Payable	152	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
D. COMMUNITY REDEVELOPMENT FUND		
Fund Balance	706,860	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	706,860	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22

THE CITY OF PENSACOLA
DECEMBER 2022 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 2022-115

FUND	AMOUNT	DESCRIPTION
E. PARKING FUND		
Fund Balance	<u>40,541</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>40,541</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
F. SECTION 8 HOUSING ASSISTANCE FUND		
Fund Balance	<u>76,849</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>76,849</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
G. LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>121,849</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>121,849</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
H. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	<u>3,261,470</u>	Appropriate estimated revenues for Federal Grants
Total Estimated Revenues	<u>3,261,470</u>	
Appropriations		
Purchase Orders Payable	<u>3,261,470</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
I. EASTSIDE TIF FUND		
Fund Balance	<u>35,841</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>35,841</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
J. BUILDING INSPECTIONS		

THE CITY OF PENSACOLA
DECEMBER 2022 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 2022-115

FUND	AMOUNT	DESCRIPTION
Fund Balance	<u>63,034</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>63,034</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
K. WESTSIDE TIF FUND		
Fund Balance	<u>30,438</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>30,438</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22

THE CITY OF PENSACOLA
DECEMBER 2022 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 2022-115

FUND	AMOUNT	DESCRIPTION
L. CMMTY MARITIME PARK MGT SVCS FUND		
Fund Balance	<u>26,552</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>26,552</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
M. AMERICAN RESUCUE PLAN		
Estimated Revenues		
Federal Grants	<u>1,158,314</u>	Appropriate estimated revenues for Federal Grants
Total Estimated Revenues	<u>1,158,314</u>	
Appropriations		
Purchase Orders Payable	<u>1,158,314</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
N. LOCAL OPTION SALES TAX FUND		
Fund Balance	<u>4,713,563</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>4,713,563</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
O. LOGT CONSTRUCTION FUND		
Fund Balance	<u>263,312</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>263,312</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
P. CRA SERIES 2017 PROJECT FUND		
Fund Balance	<u>6,180,407</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>6,180,407</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
T. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>357,245</u>	Increase appropriated fund balance.

THE CITY OF PENSACOLA
DECEMBER 2022 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 2022-115

FUND	AMOUNT	DESCRIPTION
Appropriations		
Purchase Orders Payable	<u>357,245</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
U. GAS UTILITY FUND		
Fund Balance	<u>2,836,419</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>2,836,419</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
V. SANITATION FUND		
Fund Balance	<u>9,547</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>9,547</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
W. PORT FUND		
Estimated Revenues		
State Grants	<u>14,993</u>	Appropriate estimated revenues for State Grants
Total Estimated Revenues	<u>14,993</u>	
Fund Balance	<u>539,107</u>	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u>554,100</u>	
Appropriations		
Purchase Orders Payable	<u>554,100</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
X. AIRPORT FUND		
Estimated Revenues		
Federal Grants	11,152,748	Increase estimated revenues for Federal Grants
State Grants	3,535,381	Increase estimated revenues for State Grants
Private Grants	5,795,041	
Transfer In From Local Option Sales Tax Fund	<u>1,936,910</u>	
Total Estimated Revenues	<u>22,420,080</u>	

THE CITY OF PENSACOLA
DECEMBER 2022 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 2022-115

FUND	AMOUNT	DESCRIPTION
Fund Balance	3,369,550	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u>25,789,630</u>	
Appropriations		
Purchase Orders Payable	<u>25,789,630</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22
Y. CENTRAL SERVICES FUND		
Estimated Revenues		
Charges for Services - Technology Resources	154,183	Increase estimated revenues for Charges For Services - Technology Resources
Charges for Services - Garage	<u>73,439</u>	Increase estimated revenues for Charges For Services - Garage
Total Estimated Revenues	<u>227,622</u>	
Appropriations		
Purchase Orders Payable	<u>227,622</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/22



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-124

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2022-124 SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING

RECOMMENDATION:

That City Council adopt Resolution No. 2022-124.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA; SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING TO DESIGN AND CONSTRUCT A MULTI-USE PATH AT HOLLICE T. WILLIAMS PARK; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Staff requests approval of a resolution of support for the annual Transportation Alternatives Program project submission to the Florida Department of Transportation (FDOT). This cycle, staff would like to submit design and construction for phase one and two of a concrete multi-use path at Hollice T. Williams park. The path will be ADA compliant and include appropriate measures to route pedestrians across roadways. Phase limits are:

- Phase One is from E. Jordan St to E. Blount St.
- Phase Two is from E. Blount St. to Cervantes St.

Last cycle, the city submitted phase one of the multi-use path in Hollice T. Williams park, from E. Jordan St. to E. Blount St. It ranked number one through the TPO criteria selection process. At this time, staff does not know if FDOT will fund phase one, as the Tentative Five-Year Work Program for Fiscal Years 2024-2028 will be presented on Wednesday, Dec. 7. If it is not funded, staff will submit both phases and emphasize phase 1 as the priority. If it is funded, staff will submit for phase 2.

The path is a critical component of the adopted Hollice T. Williams Greenway Framework Plan and part of the RESTORE funded design work underway through partnership with Escambia County. The segment will provide enhanced connectivity for bicyclists and pedestrians to access downtown and serve as a safe off-road transportation facility for the surrounding community. This project is identified

as a top priority of the Eastside Redevelopment Board and is included in its' recommended project list.

Program Background

FDOT annually solicits the Transportation Alternatives (TA) Set-Aside program funding opportunity. The TA Set-Aside provides funding for programs and projects consistent with Fixing America's Surface Transportation (FAST) Act under 23 U.S.C. 133(h). These set-aside funds include all projects and activities defined as TA: On- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation, community improvement activities, environmental mitigation, and projects for planning, designing or constructing boulevards and other roadways largely in the right-of-way of formerly divided highways.

As a member of the Florida-Alabama Transportation Planning Organization (TPO), the City must submit its project to the TPO to be collectively prioritized for submittal to the FDOT. FDOT will only be reviewing the top two (2) priorities from each TPO area. The City's Legion Field/Global Learning Academy multi-modal project was funded in the FY 23 - 27 Work Program.

PRIOR ACTION:

January 20, 2022 - Resolution No. 2022-001 was approved to support a Transportation Alternatives application for a multi-use path in Hollice T. Williams park from E Jordan St. to E Blount St. in the amount of \$549,312.76.

FUNDING:

Budget:	\$549,312.76	Phase 1
	<u>570,942.81</u>	Phase 2
	<u>\$1,120,255.57</u>	

Actual:	\$399,500.19	Construction
	43,945.02	Engineering
	39,950.02	Contingency
	<u>65,917.53</u>	Construction, Engineering, and Inspection (CEI)
	<u>\$549,312.76</u>	Phase 1 Total

	\$415,231.14	Construction
	45,675.42	Engineering
	41,523.11	Contingency
	<u>68,513.14</u>	Construction, Engineering, and Inspection (CEI)
	<u>\$570,942.81</u>	Phase 2 Total

FINANCIAL IMPACT:

Adoption of the resolution will allow for submittal of the application to FDOT for the Transportation Alternatives Program opportunity. If the funding request is approved by the FDOT, a legislative item

will be brought before City Council for approval to accept the grant as well as a supplemental budget resolution appropriating the grant funds. There are additional components of the overall park design associated with the multi-use path such as bike racks, historic address pavement markings, removal of existing concrete, and tree installation that will be sought through other funding sources.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/1/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Amy Tootle, PE - Director Public Works & Facilities

ATTACHMENTS:

- 1) Resolution No. 2022 - 124
- 2) Location Map
- 5) Overall Site Plan

PRESENTATION: No

**RESOLUTION
NO. 2022-124**

**A RESOLUTION
TO BE ENTITLED:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA; SUPPORTING AN APPLICATION FOR
TRANSPORTATION ALTERNATIVES PROGRAM FUNDING
TO DESIGN AND CONSTRUCT A MULTI-USE PATH AT
HOLLICE T. WILLIAMS PARK; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Pensacola has an interest in promoting and encouraging alternative modes of transportation to support revitalization and connectivity; and

WHEREAS, many citizens of the City of Pensacola have expressed a desire for additional multi-modal facilities within the City of Pensacola's community redevelopment areas; and

WHEREAS, the following proposed multi-modal project is endorsed by the City Council of the City of Pensacola:

Design and construction of phase one and phase two of the multi-use path from East Jordan Street to East Cervantes Street, within the Hollice T. Williams Park. This infrastructure component is part of a larger gateway project that will provide enhanced connectivity for bicyclists and pedestrians to access downtown and surrounding neighborhoods.

WHEREAS, such Project is substantially contained within the approved Hollice T. Williams Park Greenway Framework Plan; and

WHEREAS, such Project is consistent with the City of Pensacola's adopted Comprehensive Plan and the Community Redevelopment Agency (CRA) Annual Work Plan; and

WHEREAS, Federal Transportation Alternatives (TA) Program funds are now available for transportation alternatives projects through the State of Florida Department of Transportation; and

WHEREAS, the Project meets the eligibility requirements for funding; and

WHEREAS, in order that these improvements may be constructed to the fullest extent, the City Council of the City of Pensacola supports filing an application with the State of Florida Department of Transportation to design and construct the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA THAT:

Section 1. That the above stated recitals are hereby ratified confirmed as being true and they are incorporated into the resolution by reference as if as set forth and for herein.

Section 2. That the Project is endorsed by the City Council of the City of Pensacola as serving an unmet vital transportation need for the public health, safety and welfare of the citizens of the City of Pensacola.

Section 3. That the City Council of the City of Pensacola, in furtherance of such purpose, supports filing an application with the State of Florida Department of Transportation for Federal Transportation Alternatives (TA) program funding for the Project.

Section 4. The City Council of the City of Pensacola hereby authorizes the Mayor to take all actions necessary to effectuate the provisions of this Resolution.

Section 5. 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: _____

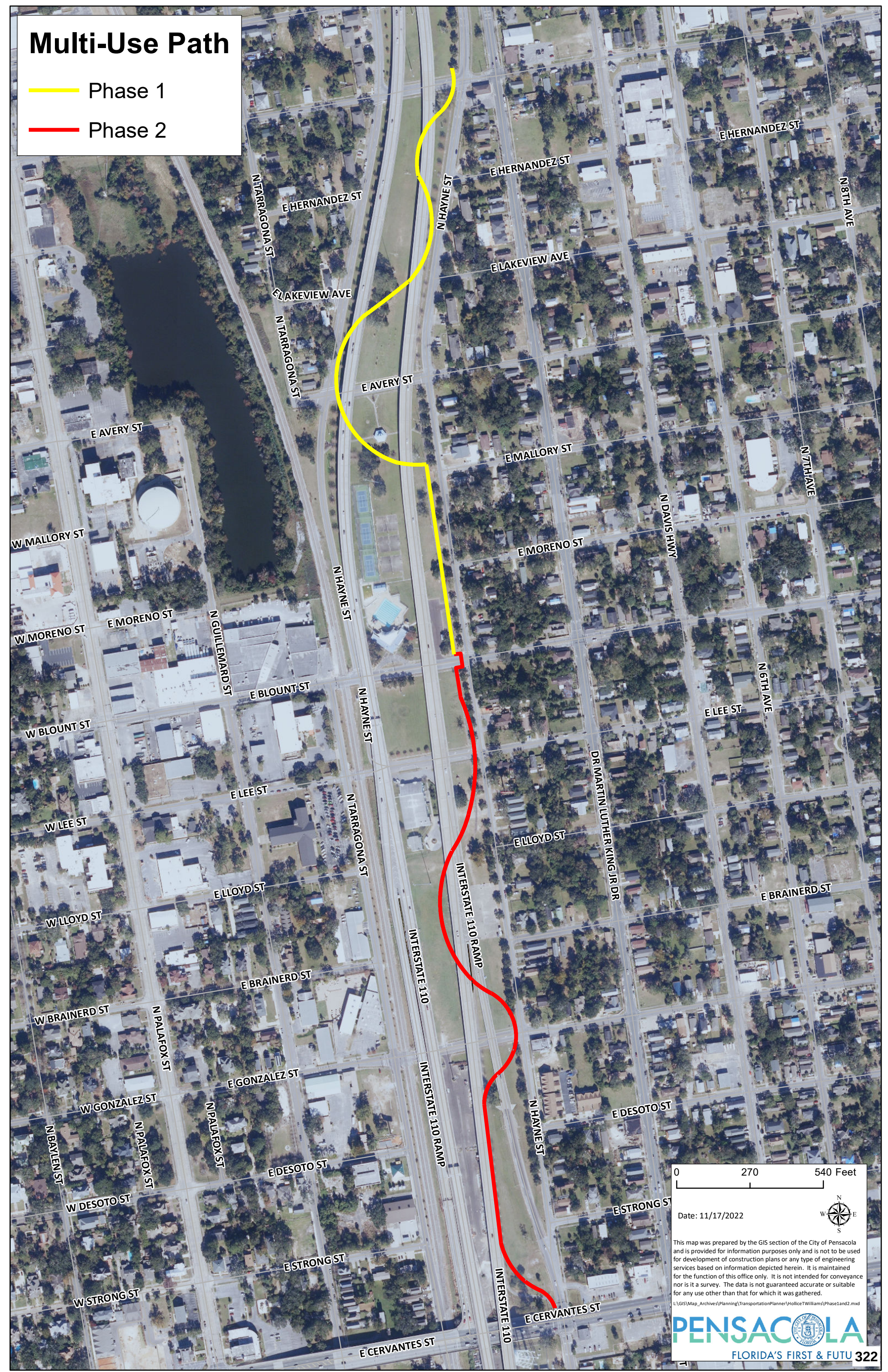
Approved: _____
President of City Council

ATTEST:

City Clerk

Multi-Use Path

- Phase 1
- Phase 2



0 270 540 Feet

Date: 11/17/2022

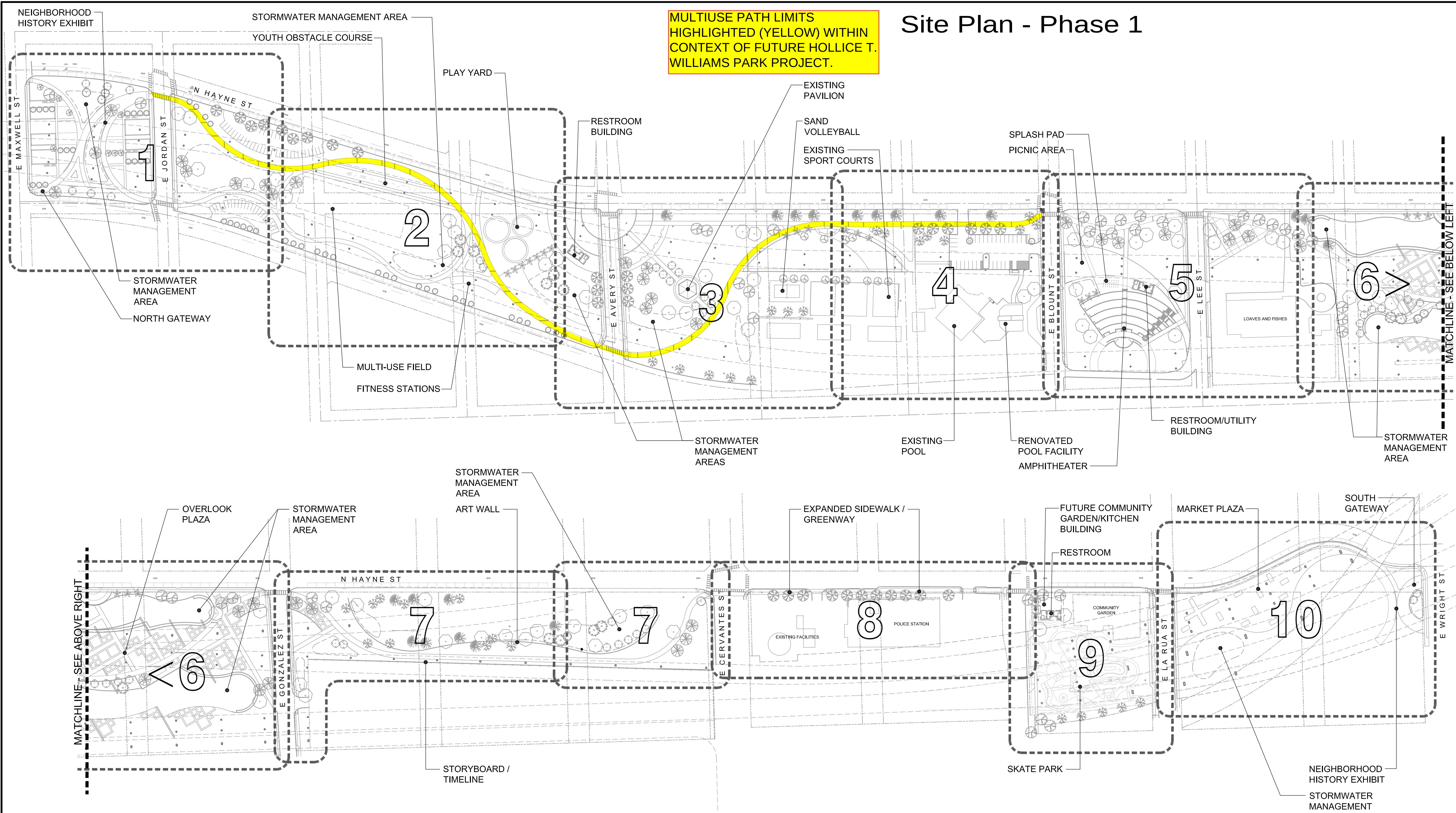


This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map_Archives\Planning\Transportation\Planner\Hollis\Williams\Phase1and2.mxd



FLORIDA'S FIRST & FUTURE 322

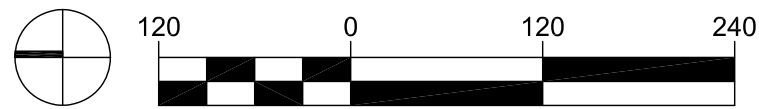


MULTIUSE PATH LIMITS
HIGHLIGHTED (YELLOW) WITHIN
CONTEXT OF FUTURE HOLLICE T.
WILLIAMS PARK PROJECT.

Site Plan - Phase 1

CONSTRUCTION NOTES

- CONTRACTOR SHALL PROTECT ALL ADJACENT LANDS FROM DAMAGE DURING DEMOLITION WORK. ANY OFF-SITE AREAS DISTURBED SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION.
 - DIRT FOR FILL SHALL BE CLEAN, COHESIVE CLAY OR SANDY CLAY, FREE OF DEBRIS, ORGANICS, DELETERIOUS MATERIAL AND ROCKS GREATER THAN 3" DIA.
 - MAX CUT OR FILL SLOPES SHALL BE 2:1 (H:V).
 - CONTRACTOR TO VERIFY ELEVATIONS OF ALL TIE-IN POINTS FOR INSTALLATION OF UTILITIES, CURB AND GUTTER, AND PAVING.
 - TRENCH BACKFILL MATERIAL SHALL BE COMPACTED TO NOT LESS THAN 95% OF THE OPTIMUM COMPACTION FOR ANY SOIL CLASSIFICATIONS AS DETERMINED BY THE STANDARD PROCTOR TEST, AASHTO T-180
- METHOD 'A'. BACKFILL MATERIAL SHALL BE CLEAN AND FREE OF ROOTS, ROCKS, OR DELETERIOUS MATTER. CONTRACTOR SHALL CORRECT ANY DAMAGE TO CURBING OR PAVING CAUSED BY TRENCH SETTLEMENT WITHIN 12 MONTHS OF PROJECT ACCEPTANCE.
- PAVEMENT DESIGN FOR ROADWAY/PARKING AREAS INCLUDING OPTIONAL BASE GROUP AND PAVEMENT SELECTION SHALL CONFORM WITH THE CURRENT FDOT STANDARD PLANS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION UNLESS OTHERWISE NOTED IN THE PLANS.
 - ALL FILL AREAS MUST BE COMPACTED TO A MINIMUM 95% STANDARD PROCTOR. A REPORT FROM THE GEOTECHNICAL ENGINEER MAY BE REQUIRED BY THE CONSTRUCTION INSPECTOR FOR ALL FILL AREAS WITHIN THE RIGHT-OF-WAY.
 - IF UTILITIES ARE TO REMAIN AND HAVE BEEN LEFT ACTIVE, THE CONTRACTOR SHALL CAREFULLY PROTECT THEM AND IS RESPONSIBLE FOR RESTORING THEM TO THEIR PREVIOUS CONDITION OR BETTER IF DAMAGED.
 - THE CONTRACTOR SHALL LEAVE THE SITE IN A CLEAN AND NEAT CONDITION. ALL DEBRIS, REMOVED VEGETATION, LUMBER, CONCRETE, ETC SHALL BE PROPERLY DISPOSED OF OFF-SITE.



25 W. Cedar Street, Suite 200
Pensacola, FL 32502



PENSACOLA
FLORIDA'S FIRST & FUTURE

HOLLICE T. WILLIAMS
STORMWATER PARK
1601 North Hayne Street
Pensacola, FL 32503

DATE	DESCRIPTION
08/16/2021	30% DESIGN DEVELOPMENT
12/03/2021	60% DESIGN DEVELOPMENT

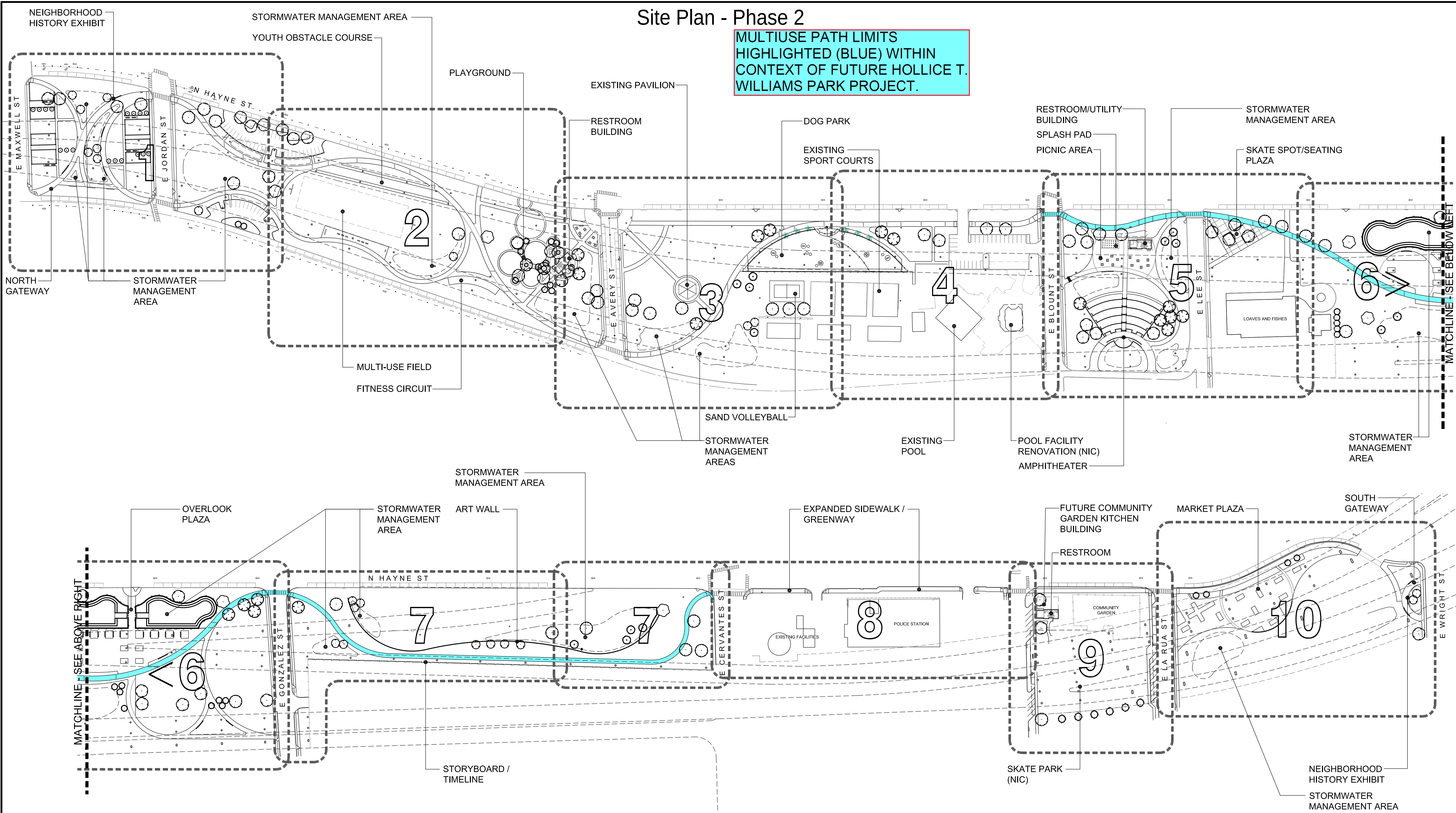
HDR Project Number: 10236372

PRELIMINARY
NOT FOR CONSTRUCTION

Sheet Name
**OVERALL
SITE PLAN**

Scale
1" = 120'-0"

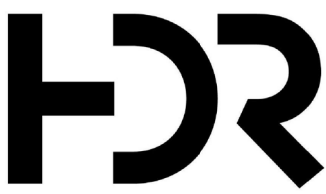
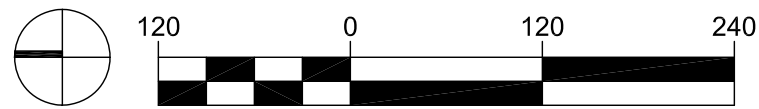
Sheet Number
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CONSTRUCTION NOTES

- CONTRACTOR SHALL PROTECT ALL ADJACENT LANDS FROM DAMAGE DURING DEMOLITION WORK. ANY OFF-SITE AREAS DISTURBED SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION.
- DIRT FOR FILL SHALL BE CLEAN, COHESIVE CLAY OR SANDY CLAY, FREE OF DEBRIS, ORGANICS, DELETERIOUS MATERIAL AND ROCKS GREATER THAN 3" DIA.
- MAX CUT OR FILL SLOPES SHALL BE 2:1 (H:V).
- CONTRACTOR TO VERIFY ELEVATIONS OF ALL TIE-IN POINTS FOR INSTALLATION OF UTILITIES, CURB AND GUTTER, AND PAVING.
- TRENCH BACKFILL MATERIAL SHALL BE COMPACTED TO NOT LESS THAN 95% OF THE OPTIMUM COMPACTION FOR ANY SOIL CLASSIFICATIONS AS DETERMINED BY THE STANDARD PROCTOR TEST, AASHTO T-180
- PAVEMENT DESIGN FOR ROADWAY/PARKING AREAS INCLUDING OPTIONAL BASE GROUP AND PAVEMENT SELECTION SHALL CONFORM WITH THE CURRENT FDOT STANDARD PLANS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION UNLESS OTHERWISE NOTED IN THE PLANS.
- ALL FILL AREAS MUST BE COMPACTED TO A MINIMUM 95% STANDARD PROCTOR. A REPORT FROM THE GEOTECHNICAL ENGINEER MAY BE REQUIRED BY THE CONSTRUCTION INSPECTOR FOR ALL FILL AREAS WITHIN THE RIGHT-OF-WAY.
- IF UTILITIES ARE TO REMAIN AND HAVE BEEN LEFT ACTIVE, THE CONTRACTOR SHALL CAREFULLY PROTECT THEM AND IS RESPONSIBLE FOR RESTORING THEM TO THEIR PREVIOUS CONDITION OR BETTER IF DAMAGED.
- THE CONTRACTOR SHALL LEAVE THE SITE IN A CLEAN AND NEAT CONDITION. ALL DEBRIS, REMOVED VEGETATION, LUMBER, CONCRETE, ETC SHALL BE PROPERLY DISPOSED OF OFF-SITE.
- MATERIALS AND PRODUCTS SPECIFIED BY THE NAME OF THE MANUFACTURER OR TRADE NAME, BRAND OR CATALOG REFERENCE ESTABLISH A STANDARD AND SHALL BE THE BASIS OF THE BID. SUBSTITUTIONS OF EQUAL OR BETTER VALUE MAY BE PROPOSED IN WRITING TO THE LANDSCAPE ARCHITECT FOR CONSIDERATION. NO SUBSTITUTIONS MAY BE

MADE WITHOUT PRIOR DISCUSSION WITH AND APPROVAL FROM THE LANDSCAPE ARCHITECT. VISIBLE HARDWARE AND MATERIALS ARE SUBJECT TO THE LANDSCAPE ARCHITECT'S FIELD APPROVAL.



25 W. Cedar Street, Suite 200
Pensacola, FL 32502



PENSACOLA
FLORIDA'S FIRST & FUTURE

HOLLICE T. WILLIAMS
STORMWATER PARK
1601 North Hayne Street
Pensacola, FL 32503

DATE	DESCRIPTION
08/16/2021	30% DESIGN DEVELOPMENT
12/03/2021	60% DESIGN DEVELOPMENT
05/27/2022	90% DESIGN SUBMITTAL
09/30/2022	100% DESIGN

HDR Project Number: 10236372

NOT FOR
CONSTRUCTION

Sheet Name
OVERALL
SITE PLAN

Scale
1" = 120'-0"

Sheet Number
L-100



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 56-22

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor
City Council Vice President Casey Jones

SUBJECT:

PROPOSED ORDINANCE NO. 56-22 AMENDING SECTION 6-3-2 OF THE CITY CODE - PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN PUBLIC PARKS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 56-22 on first reading;

AN ORDINANCE AMENDING SECTION 6-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING SMOKING AND USE OF VAPOR-GENERATING DEVICES WITHIN CITY OF PENSACOLA PUBLIC PARKS; PROVIDING EXCEPTIONS AND GRAMMATICAL AMENDMENT CLARIFYING (a); PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Parks and Recreation would like to codify prohibiting smoking and use of vapor-generating devices in public parks. Upon review by the City Attorney's Office, the recommendation is to change some of the verbiage adding subsections (d), (e), as well as, adding "of" to subsection (a).

The addition of subsections (d) and (e) of the existing ordinance 6-3-2, satisfies the "publication" requirement of prohibiting smoking and use of vapor-generating devices within city parks, and allows the rule to be enforced as an ordinance. The addition of prohibiting smoking and use of vapor-generating devices will ensure conformity within the parks without the addition of multiple signs. It also increases the ability of law enforcement to better enforce and prosecute violations, increase public safety, and reduce property damage in the parks.

PRIOR ACTION:

October 20, 2022 - The Parks and Recreation Board voted to approve proposed amendments.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/30/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Adrian Stills, Parks and Recreation Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 56-22
- 2) Part II of Chapter 386, Florida Statutes

PRESENTATION: No

PROPOSED
ORDINANCE NO. 56-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 6-3-2 OF THE
CODE OF THE CITY OF PENSACOLA, FLORIDA;
PROHIBITING SMOKING AND USE OF VAPOR-
GENERATING DEVICES WITHIN CITY OF PENSACOLA
PUBLIC PARKS; PROVIDING EXCEPTIONS AND
GRAMMATICAL AMENDMENT CLARIFYING (a);
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-3-2 of the Code of the City of Pensacola, Florida, is hereby
amended to read as follows:

Sec. 6-3-2 Rules and regulations generally.

- (a) The parks and recreation director may adopt rules and regulations for the reasonable and proper use of, and for preventing injuries to or misuse of, city parks and their appurtenances and park property, and to prevent disorder and improper conduct within the precincts of such park.
- (b) Any rules and regulations when published or posted in the park shall have the same effect as ordinances, and any violations thereof shall be punished as provided for in section 1-1-8 except as otherwise provided herein.
- (c) The hours of the parks are sunrise to sunset, unless otherwise posted.
- (d) Smoking and use of vapor-generating devices is prohibited in public parks within the city limits of the City of Pensacola with the exception of unfiltered cigars. This prohibition does not apply to:
 - (1) The Osceola Golf Course;
 - (2) Park pavilion rentals; and
 - (3) The area within a park that is a permitted special event.

- (e) Disposal of any smoking or vapor-generating device within a pavilion rental or permitted special event area shall be the responsibility of the event organizer to ensure safe and proper disposal of smoking and vapor-generating devices and litter.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

ENROLLED

CS/HB 105, Engrossed 1

2022 Legislature

1
2 An act relating to the regulation of smoking by
3 counties and municipalities; revising the title of
4 part II of ch. 386, F.S.; amending s. 386.201, F.S.;
5 revising a short title; amending s. 386.209, F.S.;
6 authorizing counties and municipalities to further
7 restrict smoking within the boundaries of public
8 beaches and public parks under certain circumstances;
9 providing an exception; amending ss. 381.84 and
10 386.211, F.S.; conforming provisions to changes made
11 by the act; providing an effective date.

12
13 Be It Enacted by the Legislature of the State of Florida:

14
15 Section 1. Part II of chapter 386, Florida Statutes,
16 entitled "INDOOR AIR: SMOKING AND VAPING," is renamed "SMOKING
17 AND VAPING."

18 Section 2. Section 386.201, Florida Statutes, is amended
19 to read:

20 386.201 Short title ~~Popular name~~.—This part may be cited
21 as ~~by the popular name~~ the "Florida Clean ~~Indoor~~ Air Act."

22 Section 3. Section 386.209, Florida Statutes, is amended
23 to read:

24 386.209 Regulation of smoking preempted to state.—This
25 part expressly preempts regulation of smoking to the state and

ENROLLED

CS/HB 105, Engrossed 1

2022 Legislature

26 supersedes any county or municipal ~~municipal or county~~ ordinance
27 on the subject; however, counties and municipalities may further
28 restrict smoking within the boundaries of any public beaches and
29 public parks that they own, except that they may not further
30 restrict the smoking of unfiltered cigars. A municipality may
31 further restrict smoking within the boundaries of public beaches
32 and public parks that are within its jurisdiction but are owned
33 by the county, unless such restriction conflicts with a county
34 ordinance, except that they may not further restrict the smoking
35 of unfiltered cigars. School districts may further restrict
36 smoking by persons on school district property. This section
37 does not preclude the adoption of county or municipal ~~municipal~~
38 ~~or county~~ ordinances that impose more restrictive regulation on
39 the use of vapor-generating devices than is provided in this
40 part.

41 Section 4. Paragraph (h) of subsection (3) of section
42 381.84, Florida Statutes, is amended to read:

43 381.84 Comprehensive Statewide Tobacco Education and Use
44 Prevention Program.—

45 (3) PROGRAM COMPONENTS AND REQUIREMENTS.—The department
46 shall conduct a comprehensive, statewide tobacco education and
47 use prevention program consistent with the recommendations for
48 effective program components contained in the 1999 Best
49 Practices for Comprehensive Tobacco Control Programs of the CDC,
50 as amended by the CDC. The program shall include the following

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2022 Legislature

51 components, each of which shall focus on educating people,
52 particularly youth and their parents, about the health hazards
53 of tobacco and discouraging the use of tobacco:

54 (h) *Enforcement and awareness of related laws.*—In
55 coordination with the Department of Business and Professional
56 Regulation, the program shall monitor the enforcement of laws,
57 rules, and policies prohibiting the sale or other provision of
58 tobacco to minors, as well as the continued enforcement of the
59 Florida Clean ~~Indoor~~ Air Act prescribed in chapter 386. The
60 advertisements produced in accordance with paragraph (a) may
61 also include information designed to make the public aware of
62 these related laws and rules. The departments may enter into
63 interagency agreements to carry out this program component.

64 Section 5. Section 386.211, Florida Statutes, is amended
65 to read:

66 386.211 Public announcements in mass transportation
67 terminals.—Announcements about the Florida Clean ~~Indoor~~ Air Act
68 shall be made regularly over public address systems in terminals
69 of public transportation carriers located in metropolitan
70 statistical areas with populations over 230,000 according to the
71 latest census. These announcements shall be made at least every
72 30 minutes and shall be made in appropriate languages. Each
73 announcement must include a statement to the effect that Florida
74 is a clean ~~indoor~~ air state and that smoking and vaping are
75 prohibited except as provided in this part.

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76 | Section 6. This act shall take effect July 1, 2022. |



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 57-22

City Council

12/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 57-22 - AMENDING SECTION 9-3-3 - RELATED TO ADDING JUNETEENTH TO THE OFFICIAL HOLIDAYS OBSERVED BY THE CITY

RECOMMENDATION:

That City Council approve Proposed Ordinance 57-22 on first reading:

AN ORDINANCE AMENDING SECTION 9-3-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ADDING JUNETEENTH TO THE OFFICIAL HOLIDAYS OBSERVED BY THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently the City of Pensacola observes 12 holidays and wishes to add the Juneteenth holiday as the 13th on June 19th.

When a holiday falls on a day within the normal work week, 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 (or be in a paid leave status) their last full scheduled day prior to the holiday and their first full scheduled day immediately following the holiday.

When the holiday falls on a Saturday, the City's official observance will be on Friday, with the above provisions in effect. When the holiday falls on Sunday, Monday will be the day of observance.

PRIOR ACTION:

None

FUNDING:

\$ N/A

FINANCIAL IMPACT:

Less than \$10,000

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/30/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Ted Kirchharr, HR Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 57-22

PRESENTATION: No

PROPOSED
ORDINANCE NO. 57-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 9-3-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ADDING JUNETEENTH TO THE OFFICIAL HOLIDAYS OBSERVED BY THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 9-3-3 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 9-3-3. – Holidays.

- (a) *Official holidays.* The city shall observe the following official holidays: New Year's Day, Martin Luther King, Jr.'s birthday, Good Friday, Memorial Day, Juneteenth, the Fourth of July, Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas and the day after Christmas. The mayor is hereby authorized in his or her discretion to close non-essential city facilities on days adjacent to official holidays and to provide non-essential employees who are not subject to collective bargaining agreements with the flexibility of utilizing personal holidays, personal time off, or leave without pay on those dates. Employees who may elect to take leave without pay on dates adjacent to official holidays shall be able to take such official holidays without penalty.
- (b) *Weekend observance.* Unless otherwise directed by the mayor, when the holiday falls on Saturday, the city's official observance will be on Friday, and when the holiday falls on Sunday, Monday will be the day of observance.
- (c) *Qualification.* Except when on approved paid leave, employees must work the last fully scheduled day prior to the holiday and the first fully scheduled day immediately following the holiday in order to qualify for holiday benefits.
- (d) *Additional holiday compensation.* Employees who are on rotating or permanent shifts, who may be scheduled for duty on an official holiday as designated in subsection (a) of this section, and who accrue additional personal time off (PTO) leave as provided in section 9-3-4(b)(4) shall not be granted any additional compensation in the form of overtime pay or compensatory time off, except for the

holidays of Martin Luther King Jr.'s birthday and Veterans Day for which overtime shall be paid when applicable.

- (e) *Additional leave compensation.* Except as provided in subsections (d) and (f) of this section, all employees who because of the nature of their work are regularly unable to observe city holidays shall be compensated as provided under section 9-3-4(b)(4).
- (f) *Overtime compensation.* Except as provided in subsections (d) and (e) of this section, all employees who because of the nature of their work are occasionally unable to observe city holidays shall be compensated as provided by the city.
- (g) *Personal holiday.* There shall be two additional personal holidays observed by each employee on a workday of the employee's choosing subject to approval in advance by the department director. The personal holiday must be taken within the calendar year. It cannot be carried over to the next calendar year nor can the employee be compensated if the personal holiday is not taken.
- (h) *Anniversary day.* Employees shall receive one day of leave at the completion of each five-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.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk