



City of Pensacola

City Council

Agenda

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

February 22, 2024, 5:30 PM

Hagler-Mason Conference Room, 2nd Floor

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Allison Patton

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 24-252 APPROVAL OF MINUTES: REGULAR MEETING DATED FEBRUARY 8, 2024

Recommendation: That City Council approve regular meeting minutes dated February 8, 2024.

Sponsors: Council President Casey Jones

Attachments: Draft: Regular Meeting Dated 2/8/2024

APPROVAL OF AGENDA

CONSENT AGENDA

2. 24-147 APPOINTMENTS - ENVIRONMENTAL ADVISORY BOARD

Recommendation: That City Council appoint three (3) citizens who are employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues; and three (3) residents or property owners of the City to a term of two (2) years, expiring March 1, 2026.

Sponsors: Council President Casey Jones

Attachments: *Member List*
Application of Interest - William Blase Butts
Application of Interest - Katie Fox
Application of Interest - Kelly Hagen
Nomination Form - Rachel Mahone
Application of Interest - Rachel Mahone
Application of Interest - P. Jay Massey
Resume - P. Jay Massey
Application of Interest - Neil Richards
Ballot

3. 24-154 PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 PROPOSED COLLECTIVE BARGAINING AGREEMENT

Recommendation: That City Council ratify the Proposed Collective Bargaining Agreement between the City of Pensacola and the Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707.

Sponsors: Mayor D.C. Reeves

Attachments: *City of Pensacola - International Association of Firefighters (IAFF) Local 707 Proposed CBA*
International Association of Firefighters (IAFF) Local 707 – Notification of Acceptance

4. 24-214 FIFTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP (LOT 7 AT THE COMMUNITY MARITIME PARK)

Recommendation: That City Council approve and authorize the Mayor to execute the Fifth Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcel 7 of the Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through June 30, 2024. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Fifth Addendum to the Partial Assignment of Valencia Option Agreement Parcel 7 - draft*

5. 24-212 ADDENDUM TO OPTION AGREEMENT WITH INSPIRED COMMUNITIES OF FLORIDA LLC FOR LOTS 4 AND 5 AT THE COMMUNITY MARITIME

PARK

Recommendation: That City Council approve and authorize the Mayor to execute the Addendum to the Option Agreement with Inspired Communities of Florida LLC for the development of Lots 4 and 5 of Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through June 30, 2024. Also, 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: Mayor D.C. Reeves

Attachments: *Addendum to Inspired Option Agreement for Lots 4 and 5 - draft*

6. 24-213 FIFTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA LLC OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP (LOTS 3, 6, AND 8 AT THE COMMUNITY MARITIME PARK)

Recommendation: That City Council approve and authorize the Mayor to execute the Fifth Addendum to the Partial Assignment to Inspired Communities of Florida LLC of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcels 3, 6, and 8 of Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through June 30, 2024. Also, 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: Mayor D.C. Reeves

Attachments: *Fifth Addendum to the Partial Assignment to Inspired Option Agreement Parcels 3, 6, 8 - draft*

7. 24-153 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$500 to Gallery Night Pensacola, \$500 to the East Pensacola Student Athlete Program and \$500 to the James B. Washington Northwest Florida Community Outreach from the City Council Discretionary Funds for District 5.

Sponsors: Council Member Teniadè Broughton

Attachments: *None*

8. 24-163 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approve funding of \$1,000 to the Escambia County

Public School Foundation for Excellence for the Washington High School Drama Program, \$1,000 to FavorHouse of Northwest Florida, \$1,000 to the Rally! Foundation for Childhood Cancer Research and \$1,000 to the James B. Washington Education and Sports Foundation from the City Council Discretionary Funds for District 2.

Sponsors: Council Member Charles Bare

Attachments: None

9. 24-203 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of \$1,500 to Ciclovía Pensacola from the City Council Discretionary Funds for District 4. Funding will be contingent on the proposed use of funding taking place within District 4 and upon the successful vetting through the administration and parks & recreation as appropriate.

Sponsors: Council Vice President Jared Moore

Attachments: None

10. 24-204 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of \$1,500 to Ciclovía Pensacola and \$1,650 for the refurbishment to the Gaberone and Lavallet historical markers from the City Council Discretionary Funds for District 3. Funding for Ciclovía Pensacola will be contingent on the proposed use of funding taking place within District 3 and upon the successful vetting through the administration and park & recreation as appropriate.

Sponsors: Council President Casey Jones

Attachments: None

REGULAR AGENDA

11. 24-143 AIRPORT - AWARD OF CONTRACT TO ROY ANDERSON CORPORATION FOR RFP NO. 23-039 FOR DESIGN-BUILDER FOR PROJECT TITAN - ELEMENT 2 AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council approve the ranking of the selection committee and award a contract to Roy Anderson Corporation for Request for Proposals (RFP) No. 23-039 Design-Builder for Project Titan, Element 2 in the amount of \$75,909,000.00 plus a 10% contingency in the amount of \$7,590,900.00 for a total authorization of \$83,499,900.00. Further, that City Council authorize the Mayor to take those actions necessary to

execute and administer this contract, consistent with the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: 23-039 Notice of Intent to Award
23-039 Proposal Tabulations
23-039 Final Vendor Reference List

12. 24-118 ACCEPTANCE OF DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. CZ514 - ARMSTRONG PARK SENSORY PLAYGROUND

Recommendation: That City Council approve acceptance of State of Florida Department of Environmental Protection Grant Agreement No. CZ514 for Armstrong Park Sensory Playground, in the amount of \$27,352 for the purchase and installation of a sensory garden. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Mayor D.C. Reeves

Attachments: FDEP Grant Agreement No. CZ514

13. 24-117 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-14 - DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. CZ514 - ARMSTRONG PARK SENSORY PLAYGROUND

Recommendation: That City Council adopt Supplemental Budget Resolution No: 2024-14.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: Supplemental Budget Resolution No. 2024-14
Supplemental Budget Explanation No. 2024-14

14. 24-141 RESOLUTION NO. 2024-18 - ISSUANCE BY THE CAPITAL TRUST AUTHORITY OF ITS MULTIFAMILY HOUSING REVENUE AND REFUNDING BONDS

Recommendation: That the City Council adopt Resolution No. 2024-18.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, APPROVING, SOLELY FOR THE LIMITED PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE

CODE AND SECTION 163.01, FLORIDA STATUTES, THE ISSUANCE BY THE CAPITAL TRUST AUTHORITY OF ITS MULTIFAMILY HOUSING REVENUE AND REFUNDING BONDS (GULF COAST PORTFOLIO), IN ONE OR MORE SERIES OF TAX-EXEMPT QUALIFIED 501(C)(3) BONDS OR TAXABLE BONDS, PURSUANT TO A PLAN OF FINANCE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$350,815,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE FACILITIES HEREIN DESCRIBED; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2024-18*
CTA Letter

- 15.** 24-140 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-17 - LAW ENFORCEMENT TRUST FUND (LETF) - DONATION TO BIG BROTHERS BIG SISTERS OF NORTHWEST FLORIDA

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-17.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-17*
Supplemental Budget Explanation No. 2024-17
Letter of Certification No. 2024-17

- 16.** 24-146 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-19 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

Recommendation: That the City Council adopt Supplemental Budget Resolution No. 2024-19.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-19*
Supplemental Budget Explanation No. 2024-19
Letter of Certification No. 2024-19

- 17.** 24-162 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-20 -

APPROPRIATING FUNDING FOR REPAIRS AT COMMUNITY MARITIME PARK

Recommendation: That City Council adopt a Supplemental Budget Resolution No. 2024-20.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-20*
Supplemental Budget Explanation No. 2024-20

18. 24-200 RESOLUTION NO. 2024-23 - SUPPORTING APPLICATION TO THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY PROGRAM - CERVANTES STREET IMPROVEMENTS

Recommendation: City Council adopt Resolution No 2024-23:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING APPLICATION TO THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY PROGRAM; AUTHORIZING GRANT APPLICATIONS FOR CERVANTES STREET IMPROVEMENTS.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2024-23*
Cervantes Street Fact Sheet

19. 24-201 RESOLUTION NO. 2024-24 - APPLICATION TO THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY PROGRAM - BAPTIST HOSPITAL

Recommendation: That City Council adopt resolution No: 2024-24:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING APPLICATION TO THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY PROGRAM; AUTHORIZING GRANT APPLICATIONS FOR BAPTIST HOSPITAL.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2024-24*
Baptist Fact Sheet

Baptist Location Map

- 20. 24-83** PROPOSED ORDINANCE NO. 4-24 - PROPOSED AMENDMENT TO SECTION 12-4-1 OF THE CITY CODE - OFF-STREET PARKING SPACES REQUIREMENTS

Recommendation: That City Council adopt Proposed Ordinance No. 4-24 on second reading:

AN ORDINANCE AMENDING SECTION 12-4-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFF-STREET PARKING SPACES REQUIREMENTS; AMENDING SECTION 12-4-1(4), OFF-SITE PARKING AND CREATING SECTION 12-4-1(7), PARKING REDUCTIONS FOR SPECIFIC LAND USES; PROVIDING FOR REDUCTION OF PARKING REQUIREMENTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance No. 4-24*
Business Impact Analysis Report
Planning Board Minutes January 9, 2024
Map of CRA Districts
Resolution 13-84_For Reference
Resolution 55-80_For Reference
9.10.2013 Planning Board Minutes
10.24.2013 City Council Minutes

- 21. 24-87** PROPOSED ORDINANCE NO. 3-24 - AMENDING TITLE XI OF THE CITY CODE, AMENDING TRAFFIC AND VEHICLE, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING.

Recommendation: That City Council adopt Proposed Ordinance 3-24 on second reading.

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-26, OBSTRUCTION OF TRAFFIC; SECTION 11-2-27, ALLEYS; SECTION 11-2-28, PASSENGER CURB LOADING ZONES; SECTION 11-2-29, FREIGHT CURB LOADING ZONES; SECTION 11-2-32, PARKING PROHIBITED AT ALL TIMES AT CERTAIN PLACES; SECTION 11-2-34 PARKING TIMES LIMITED ON CERTAIN STREETS; SECTION 11-2-35, PARKING OF MAJOR RECREATIONAL EQUIPMENT AND COMMERCIAL VEHICLES IN RESIDENTIAL AREAS RESTRICTED; SECTION 11-2-36, FINE FOR UNAUTHORIZED USE OF PARKING SPACES RESERVED FOR

PHYSICALLY DISABLED PERSONS; SECTION 11-2-37, PARKING FINES; SECTION 11-2-50, TIME LIMITS AND RATES FOR PARKING IN REGULATED SPACES; FINES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance No. 3-24*
Legal Memorandum from Nabors Giblin & Nickerson PA
Business Impact Estimate

22. 24-97 PROPOSED ORDINANCE NO. 1-24 - REQUEST FOR VOLUNTARY ANNEXATION - BEARING POINT - AIRPORT BOULEVARD PROPERTIES

Recommendation: That City Council adopt Proposed Ordinance No. 1-24 on second reading.

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

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance No. 1-24*
Business Impact Estimate
Request for Annexation - Bearing Point - Airport Blvd

23. 24-168 ADD-ON ITEM: LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA, FLORIDA AND BELLA MENTE QUANTUM RACING ASSOCIATION (AMERICAN MAGIC) AT THE PORT OF PENSACOLA.

Recommendation: That City Council approve and authorize the Mayor to execute a Lease Agreement between the City of Pensacola, Florida and Bella Mente Quantum Racing Association (American Magic) at the Port of Pensacola. Further that City Council authorize the Mayor to take the actions necessary to execute and administer this Lease Agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Real Property Lease & Development Agreement*

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION**COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS****SECOND LEROY BOYD FORUM****ADJOURNMENT**

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-252

City Council

2/22/2024

MINUTES

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED FEBRUARY 8, 2024

ATTACHMENTS:

1. Draft: Regular Meeting Dated 2/8/2024



City of Pensacola

CITY COUNCIL

MINUTES

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

February 8, 2024

5:30 PM

Hagler-Mason Conference Room,
2nd Floor

ROLL CALL

Council President Jones called the regular meeting to order at 5:33 P.M.

Council Members Present: Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

Council Members Absent: None

Also Present: Mayor D.C. Reeves

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Vice President Jared Moore

AWARDS

None

FIRST LEROY BOYD FORUM

Sherri Myers: Referenced two (2) public schools, Holm elementary and Workman middle that she indicated have high populations of minority and low income students, as well as students with disabilities. She noted both schools are within one city block, yet the City provides no recreational facilities or resource centers near these schools.

Gloria Horning: Addressed Council regarding alleged Illicit stormwater runoff and flooding issues in her neighborhood and specifically impacting her home, which she has been coming here to address over the last eight (8) years.

Mary Williams: Referenced statement from Council President Jones made at the beginning of the meeting requesting speakers to indicate whether they own property and indicated she feels it is not relevant. She then addressed Council about maintenance of existing parks and that the City should not support additional parks, and referenced her opposition to tax dollars supporting the General Daniel "Chappie" James, Jr. Memorial Plaza. She indicated that citizens would prefer to have services.

Jonathan Green: Addressed Council highlighting previous speakers' points and that he agrees that the City is not being a good steward of taxpayer money. He referenced conditions and amenities of community centers in impoverished areas deteriorating but other facilities in other areas more of a priority to upgrade and provide amenities.

Walter Wallace: Thanked Mayor and Council for (what he referred to as) "passing the homeless ordinance" and that he is comfortable with it because when they (homeless) get arrested they will get three (3) meals a day, shelter, rest, and medical care.

Council Member Broughton made follow-up remarks.

APPROVAL OF MINUTES

1. 24-165 APPROVAL OF MINUTES: REGULAR MEETING DATED JANUARY 18, 2024 AND SPECIAL MEETING DATED JANUARY 31, 2024

Recommendation: That City Council approve regular meeting minutes dated January 18, 2024 and special meeting minutes dated January 31, 2024.

A motion to approve was made by Council Member Bare and seconded by Council Member Brahier.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

APPROVAL OF AGENDA

A motion to approve the agenda as presented was made by Council Vice President Moore and seconded by Council Member Bare.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade
Broughton, Allison Patton, Delarian Wiggins
No: 0 None

CONSENT AGENDA

A motion to approve consent agenda Items 2, 3, and 4 was made by Council Member Bare and seconded by Council Member Brahier.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade
Broughton, Allison Patton, Delarian Wiggins
No: 0 None

2. 24-84 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER
DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of \$1,000 to the Pensacola Alumni Charity Foundation and \$600 to the Pensacola Delta Enrichment Center and \$500 to the Junior League of Pensacola from the City Council Discretionary Funds for District 7.

3. 24-111 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-
PRESIDENT JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of \$2,500 to the Rally! Foundation for Childhood Cancer Research and \$1,000 to Pillars for Promise from the City Council Discretionary Funds for District 4.

4. 24-123 AUTHORIZE DISPOSITION AND ACCEPTANCE OF DONATED
PORTION OF COMMUNITY REDEVELOPMENT AGENCY (CRA) PROPERTY
LOCATED AT 101 WEST MAIN STREET TO PUBLIC RIGHT-OF-WAY

Recommendation: That City Council authorize the disposition and accept the Community Redevelopment Agency (CRA) conveyance of a portion of its property at 101 West Main Street, parcel ID 00-0S-00-9100-080-026, to public right-of-way as described in the attached Special Warranty Deed.

REGULAR AGENDA

5. 24-92 AWARD OF CONTRACT: BID NO. 24-001 - MALCOLM YONGE GYM DEMOLITION

Recommendation: That City Council follow the Community Redevelopment Agency (CRA) Board recommendation and approve the award of contract to Bid No. 24-001 to Jobe's Dirt Works, LLC of Baker, Florida, the lowest and most responsive and responsible bidder, for a base price of \$49,232.50 plus a 20% contingency in the amount of \$9,846.50 for a total contract of \$59,079.00.

A motion to approve was made by Council Vice President Moore and seconded by Council Member Patton.

Council Member Brahier (sponsor) explained the issue is only to debate whether we demolish or not. Not about future plans or use of the site.

Public input was heard from the following individuals:

Patricia Roark
Teresa Hill
Sherri Myers
Jeff McCarthy
Jasmine Brown
Charlie Dyell
Jewel Cannada-Wynn
Sam Epstein
Sarah Brummet
Fred Gunther
Jonathan Green
Walter Wallace
Lawanna Hamilton

Council Member Broughton asked Ms. Hamilton follow-up questions.

Public input continued:

William Clay

Mayor Reeves made follow-up remarks.

Public input continued:

Jermaine Williams
Girasol Yonge
Tommy White
James Washington
Doris Hayes
Sam Alvarado
Cynethia Gosse

Following public input, Mayor Reeves stated his position on the issue.

Discussion ensued among Council with Council Members stating their position on the issue.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 6 Casey Jones, Jared Moore, Jennifer Brahier, Teniade Broughton,
 Allison Patton, Delarian Wiggins
No: 1 Charles Bare

Council President Jones called for a recess at 7:38 P.M. and reconvened at 7:49 P.M.

6. 24-82 PUBLIC HEARING: PROPOSED AMENDMENT TO SECTION 12-4-1 OF THE CITY CODE - OFF-STREET PARKING SPACES REQUIREMENTS

Recommendation: That City Council conduct a Public Hearing on February 8, 2024, to consider the proposed amendment to Section 12-4-1 of the Code of the City of Pensacola, Florida, Off-street Parking Spaces Requirements; amending Section 12-4-1(4), Off-site Parking and creating Section 12-4-1(7), Parking Reductions for Specific Land Uses.

A motion to approve was made by Council Member Brahier and seconded by Council Member Wiggins.

Mayor Reeves introduced the item. Assistant Planning & Zoning Manager Harding addressed Council summarizing the intent of the proposed amendments and provided overhead slides (on file with background materials).

There being no discussion the vote was called.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins
No: 0 None

7. 24-83 PROPOSED ORDINANCE NO. 4-24 - PROPOSED AMENDMENT TO SECTION 12-4-1 OF THE CITY CODE - OFF-STREET PARKING SPACES REQUIREMENTS

Recommendation: That City Council approve Proposed Ordinance No. 4-24 on first reading:

AN ORDINANCE AMENDING SECTION 12-4-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFF-STREET PARKING SPACES REQUIREMENTS; AMENDING SECTION 12-4-1(4), OFF-SITE PARKING AND CREATING SECTION 12-4-1(7), PARKING REDUCTIONS FOR SPECIFIC LAND USES; PROVIDING FOR REDUCTION OF PARKING REQUIREMENTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

A motion to pass on first reading was made by Council Member Bare and seconded by Council Member Brahier.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins
No: 0 None

8. 24-81 REQUEST FOR VOLUNTARY ANNEXATION - BEARING POINT - AIRPORT BOULEVARD PROPERTIES

Recommendation: That City Council approve the request for the voluntary annexation of three (3) parcels located at 422, 424, and the 400 Block of Airport Boulevard.

A motion to approve was made by Council Vice President Moore and seconded by Council Member Bare.

Mayor Reeves (sponsor) briefly addressed Council. Council Member Bare made follow-up remarks.

There being no further discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

9. 24-97 PROPOSED ORDINANCE NO. 1-24 - REQUEST FOR VOLUNTARY ANNEXATION - BEARING POINT - AIRPORT BOULEVARD PROPERTIES

Recommendation: That City Council approve Proposed Ordinance No. 1-24 on first reading.

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

A motion to pass on first reading was made by Council Member Bare and seconded by Council Member Patton.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

10. 24-93 FUNDING OF FULL BUILDING ASSESSMENT OF E.S. COBB RESOURCE CENTER

Recommendation: That City Council approve the recommendation of the Community Redevelopment Agency (CRA) Board and fund a full building assessment of the E.S. Cobb Resource Center, not to exceed \$175,000.

A motion to approve was made by Council Member Brahier and seconded by Council Member Patton.

Public input was heard from Jeannie Rhoden. During her comments she noted that E.S. Cobb was Pensacola's first Black doctor, a surgeon, and would like the City to fully honor such history marking the building "Dr. Eli Sanford Cobb". Brief discussion took place and then the vote was called.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

11. 24-80 INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY - FLORIDA OPIOID ALLOCATION

Recommendation: That City Council approve the interlocal agreement with Escambia County for the acceptance of Florida Opioid Allocation in the amount of \$152,445.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a supplemental budget resolution allocating the funds.

A motion to approve was made by Council Member Bare and seconded by Council Member Brahier.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins
No: 0 None

12. 24-78 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-10 - INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY - FLORIDA OPIOID ALLOCATION

Recommendation: That the City Council adopt Supplemental Budget Resolution NO. 2024-10.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins
No: 0 None

13. 24-119 RESOLUTION NO. 2024-13 - ACQUISITION OF REAL PROPERTY AT 710-712 NORTH C STREET (JOHN A. GIBSON SCHOOL) WITH COMMUNITY REDEVELOPMENT AGENCY (CRA) FUNDS

Recommendation: That City Council adopt Resolution No. 2024-13:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE WESTSIDE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING THE EXPENDITURE OF CRA FUNDS TO ACQUIRE CERTAIN REAL PROPERTY THEREIN LOCATED AT 710-712 NORTH C STREET IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART

III, FLORIDA STATUTES AND THE WESTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Patton.

Public input was heard from Mary Williams.

Mayor Reeves (sponsor) addressed Council regarding the intent of this acquisition. Council Members made comments.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins
No: 0 None

14. 24-121 ACQUISITION OF REAL PROPERTY - 710-712 NORTH C STREET (JOHN A. GIBSON SCHOOL)

Recommendation: That City Council follow the CRA Board recommendation via Resolution No. 2024-15 CRA ,and approve the purchase of real property located at 710-712 North C Street (Parcel No. 000S009060001016) from the Escambia County School Board for \$570,000 plus an estimated \$115,000 in due diligence cost, closing costs, and potential brokerage costs, for a total amount not to exceed \$685,000. Funding for this purchase will be through City as well as Westside-TIF funds Also, that City Council authorize the Mayor to take the necessary actions to execute and administer the acquisition, consistent with the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Vice President Moore and seconded by Council Member Wiggins.

Public input was heard from Leslie Yandle.

Mayor Reeves (sponsor) made follow-up remarks.

There being no discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins
No: 0 None

15. 24-19 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-5 - FY 2024 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-5.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins
No: 0 None

16. 24-73 SUPPLEMENTAL BUDGET RESOLUTION NO 2024-11 - APPROPRIATING FUNDING FOR GENERATOR AT FIRE STATION 1

Recommendation: The City Council adopts Supplemental Budget Resolution No. 2024-11.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins
No: 0 None

17. 24-72 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-9 - LAW ENFORCEMENT TRUST FUND (LETF) - DONATION TO AMIKIDS, PENSACOLA, INC.

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-9.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024;

PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins
No: 0 None

18. 24-106 SUPPLEMENTAL BUDGET RESOLUTION NO 2024-12 - APPROPRIATION OF HURRICANE SALLY INSURANCE PROCEEDS FOR THE PORT OF PENSACOLA

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-12.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Patton and seconded by Council Member Brahier.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins
No: 0 None

19. 24-87 PROPOSED ORDINANCE NO. 3-24 - AMENDING TITLE XI OF THE CITY CODE, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING.

Recommendation: That City Council approve Proposed Ordinance No. 3-24 on first reading.

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-26, OBSTRUCTION OF TRAFFIC; SECTION 11-2-27, ALLEYS; SECTION 11-2-28, PASSENGER CURB LOADING ZONES; SECTION 11-2-29, FREIGHT CURB LOADING ZONES; SECTION 11-2-32, PARKING PROHIBITED AT ALL TIMES AT CERTAIN PLACES; SECTION 11-2-34 PARKING TIMES LIMITED ON CERTAIN STREETS; SECTION 11-2-35, PARKING OF MAJOR RECREATIONAL EQUIPMENT AND COMMERCIAL VEHICLES IN RESIDENTIAL AREAS

RESTRICTED; SECTION 11-2-36, FINE FOR UNAUTHORIZED USE OF PARKING SPACES RESERVED FOR PHYSICALLY DISABLED PERSONS; SECTION 11-2-37, PARKING FINES; SECTION 11-2-50, TIME LIMITS AND RATES FOR PARKING IN REGULATED SPACES; FINES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

A motion to pass on first reading was made by Council Member Bare and seconded by Council Vice President Moore.

Council Executive Kraher noted hard copies at Council's places highlighting changes to Section 11-2-50 striking unnecessary verbiage as discussed during the agenda conference (on file with background materials). Council Member Bare and Mayor Reeves (sponsor) made brief remarks. Then the motion was called.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins
No: 0 None

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher addressed Council regarding a "share" calendar sent to Council Members via email. He indicated this is to keep everyone apprised of events throughout the community.

MAYOR'S COMMUNICATION

Mayor Reeves briefly addressed Council providing an update on upcoming projects and initiatives.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Broughton referenced recent medical incidents she has been through and thanked fellow Council Members for well wishes expressed to her.

Council Member Wiggins thanked Mayor Reeves for all he does for the City. He also congratulated "Rising Stars" Markeitta Graham, Clerk Public Records Coordinator and Dominique Epps, Assistant Public Information Officer.

Council Member Brahier indicated this was a hard night and that Council President Jones did a good job running the meeting.

Council Member Bare commented on the current cybersecurity training sent out by IT and that he failed the phishing test. He also advised of operations of Sam's Club

which he described as a bad neighbor citing issues of retention pond overflows, lighting, late night trucks, badly smelling garbage, and worse that he observed two individuals last Saturday cutting down up to ten live oak trees without a permit.

SECOND LEROY BOYD FORUM

None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 8:44 P.M.

Adopted: _____

Approved: _____
Casey Jones, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-147

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

APPOINTMENTS - ENVIRONMENTAL ADVISORY BOARD

RECOMMENDATION:

That City Council appoint three (3) citizens who are employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues; and three (3) residents or property owners of the City to a term of two (2) years, expiring March 1, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Environmental Advisory Board is tasked with reviewing and providing recommendations to the City Council and Mayor on environmental policy issues as follows:

- (1) Proposed ordinances and codes of an environmental nature.
- (2) Proposed changes to existing environmental ordinances and codes.
- (3) Other environmental matters affecting the city referred to the Board by the City Council and Mayor.
- (4) Other environmental matters affecting the City that are initiated by the Board and approved by the City Council and/or Mayor.

The following have been nominated or are incumbents that wish to be considered for reappointment:

Nominee:

Nominated by:

Employed or retired environmental professionals, or member of local environmental organization or business with an interest in City environmental issues.

William "Blase" Butts	Incumbent
Katie Fox	Incumbent
P. Jay Massey	Incumbent

At-Large

Kelly Hagen	Incumbent
Rachel Mahone	Brahier

Neil Richards

Incumbent

PRIOR ACTION:

City Council makes appointments to this board biennially.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Application of Interest - William Blase Butts
3. Application of Interest - Katie Fox
4. Application of Interest - Kelly Hagen
5. Nomination Form - Rachel Mahone
6. Application of Interest - Rachel Mahone
7. Application of Interest - P. Jay Massey
8. Resume - P. Jay Massey
9. Application of Interest - Neil Richards
10. Ballot

PRESENTATION: No

Environmental Advisory Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Bennett, Kristin	Environmental Group	Council	0	2023	3/1/2024	1/22/2021	2	
Butts, William "Blase"	Employed Env Professional	Council	2	2023	3/1/2024	4/12/2018	2	
Dineen, Katie	Employed Env Professional	Council	0	2023	3/1/2024	3/24/2022	2	
Fox, Katie	Environmental Profession	Council	1	2023	3/1/2024	2/28/2019	2	
Hagen, Kelly	At-large/City Resident	Council	0	2023	3/1/2024	1/21/2021	2	
Kopytchak, Kyle	At-Large	Council	5	2023	3/1/2024	7/18/2013	2	
Massey, P. Jay	Employed Env Professional	Council	0	2023	3/1/2024	1/21/2021	2	
Richards, Neil	At-large	Council	4	2023	3/1/2024	2/28/2014	2	
VACANT, VACANT	At-Large/City Resident	Council	0	2023	3/1/2024	10/27/2022	2	

Term Length: TWO YEAR TERMS

The Environmental Advisory Board may review and make recommendations to the City Council and Mayor on environmental policy issues as follows:

- (1) Proposed ordinances and codes of an environmental nature.
- (2) Proposed changes to existing environmental ordinances and codes.
- (3) Other environmental matters affecting the city referred to the Board by the City Council and Mayor.
- (4) Other environmental matters affecting the City that are initiated by the Board and approved by the City Council and/or Mayor.

The Board shall be composed of nine (9) members appointed by the City Council: Five (5) members who are employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues. To the extent practicable, members will be residents or property owners of the City. Four (4) at-large members who are residents or property owners of the City.

From: noreply@civicplus.com
Sent: Monday, February 5, 2024 7:23 AM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name	William Blase Butts
Home Address	2111 Bovary Court Pensacola, FL 32504
Business Address	Solenis LLC 2475 Pinnacle Dr Wilmington, DE 19803
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8504355919
Email Address	blasebutts@live.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 2

If yes, how long have you been a City resident? 10+

Do you own property within the City limits? No

Are you a registered voter in the city? No

Board(s) of interest: Environmental Advisory Board

Please list the reasons for your interest in this position: I consult for water and wastewater treatment plants operations. Want to improve bay water quality and quality of life. I don't vote as am Canadian citizen with a green card.

Do you currently serve on a board? Yes

If yes, which board(s)? Environmental Advisory Board

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled

No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

From: noreply@civicplus.com
Sent: Monday, February 12, 2024 10:54 AM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Katie Fox
------	-----------

Home Address	3525 DUNFRIES RD
--------------	------------------

Business Address	1120 NORTH 12TH AVE
------------------	---------------------

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

Preferred Contact Phone Number(s)	18505168910
-----------------------------------	-------------

Email Address	KFox@Geosyntec.com
---------------	--

Upload Resume (optional)	Field not completed.
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(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	3
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	ENVIRONMENTAL ADVISORY BOARD
Please list the reasons for your interest in this position:	1. SUPPORTING THE CITY WITH MY EXPERIENCE AND EXPERTISE 2. CONTRIBUTING TO A VOLUNTARY POSITION TO BE ENGAGED WITH MY COMMUNITY 3. GAIN BETTER UNDERSTANDING CITY OPERATIONS AND UNDERTAKINGS
Do you currently serve on a board?	Yes
If yes, which board(s)?	EAB
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	Caucasian

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

From: noreply@civicplus.com
Sent: Thursday, February 1, 2024 4:10 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Kelly Hagen
------	-------------

Home Address	705 S I St
--------------	------------

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

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

Preferred Contact Phone Number(s)	8502178787
-----------------------------------	------------

Email Address	kellyohagen@gmail.com
---------------	--

Upload Resume (optional)	Field not completed.
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(Section Break)

Details

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

If yes, which district?	7
-------------------------	---

If yes, how long have you been a City resident?	7 years
---	---------

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

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

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

Please list the reasons for your interest in this position:	Interested in environmental issues concerning the City.
---	---

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

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

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

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

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

(Section Break)

Diversity

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

Gender	Female
--------	--------

Race	Caucasian
------	-----------

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

(Section Break)

Acknowledgement of Terms I accept these terms.

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jennifer Brahier, do nominate Rachel Mahone
(Nominee)
1814 North 12th Ave 850 723-3320
(Home Address) (Phone)

(Business Address) (Phone)
playfamily@bellsouth.net City Resident: ☒ YES ☐ NO
(Email Address) Property Owner within the City: YES ☐ NO

for appointment by the City Council for the position of:

**AT-LARGE MEMBER
WHO IS A CITY RESIDENT OR PROPERTY OWNER OF THE CITY
(Two-year term expiring 3/1/2026)**

Provide a brief description of nominee's qualifications:

Ms. Mahone has a deep desire and concern
in bringing awareness to local
environmental issues and protecting our
city for future generations

[Signature]
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

From: noreply@civicplus.com
Sent: Friday, February 9, 2024 12:06 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Rachel Mahone
------	---------------

Home Address	1814 North 12th AV
--------------	--------------------

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

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

Preferred Contact Phone Number(s)	850-723 3320
-----------------------------------	--------------

Email Address	playfamily@bellsouth.net
---------------	--

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

(Section Break)

Details

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

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

If yes, how long have you been a City resident?	36 years
---	----------

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

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

Board(s) of interest:	City Environmental Advisory Board
-----------------------	-----------------------------------

Please list the reasons for your interest in this position:	My hope is to see and bring more awareness of making our city spaces, parks, etc (and wishfully the county) more environmentally aware of our responsibilities as stewards of the land, air, and water, we share.
---	--

I ask myself, is there is an over abuse of spray and kill on our community parks? What about those on the waterfronts? (I witnessed chemical spraying services like this at Sanders Beach). I was just at the East Hill Community center.. There is a chemical sign warning sign on the lawn right now.

Are you aware of 76% of dogs tested have lawn chemicals in their urine following home lawn care... (what is in those chemicals at our parks? And studies find when professionally applied lawn care pesticides are used, dogs have a 70 % higher risk of developing cancer.

Not to mention what is is happening to our kids? Isn't this worth our attention?

What about all the trash along the roadways? I am embarrassed, as a host for our guests who visit our area, that our roadways are frequently strewn with litter. Have you ever seen all the litter along Bayfront Parkway... take a bike ride and look past the sidewalk.

Even sitting at the many traffic lights, Trash every where.

I did not submit a resume.

I will say, in my youth, in the 80's, I have been in the service industry here (and elsewhere) in Pensacola. I graduated from UWF in 88 with a Comm Arts degree. I went back to "PJC" to study and practice art . I have always studied art and am drawn to beautiful things and places.

I am not from Pensacola, but have been here permanently since 1987. I love my neighborhood in East Hill and still live in

the same house we bought in 1988. My children were born here and attended school here. My husband and I have both been educators in Escambia County. I retired in 2018 to help care for my mother, who passed in 2022. I loved teaching first grade at NB Cook.
My husband is currently a counselor at Navarre High School. I currently care for 3 horses, 4 chickens, 2 cats, and dog named Larry.

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

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

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

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

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

(Section Break)

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

Gender	Female
--------	--------

Race	Caucasian
------	-----------

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

(Section Break)

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

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

From: noreply@civicplus.com
Sent: Thursday, February 1, 2024 2:23 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Jay Massey
------	------------

Home Address	1216 E. Lee Street Pensacola, FL 32503
--------------	---

Business Address	282 N Palafox Street Pensacola, FL 32502
------------------	---

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

Preferred Contact Phone Number(s)	850384-1800
-----------------------------------	-------------

Email Address	jm11826@gmail.com
---------------	--

Upload Resume (optional)	Resume - P Jay Massey - 2024-02.pdf
--------------------------	---

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 30 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Environmental Advisory Board

Please list the reasons for your interest in this position: My educational background is in Biology and Chemistry, and I would be honored to offer my expertise to advise city leadership on environmental matters concerning sustainability, protection, and conservation.

Do you currently serve on a board? Yes

If yes, which board(s)? Environmental Advisory Board

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race Other

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

BIOGRAPHICAL OVERVIEW

Chief Marketing Officer - Hixardt Technologies, Inc. C-level marcom leader and serial entrepreneur focused on strategic development, ethical leadership, and empowering others. Proven track record in technology, marketing, cybersecurity, higher education, investment services, manufacturing and logistics.

Past director of enterprise-level web strategy, policies, and procedures for University of West Florida Web Services team. Focusing 15 years of UI/UX design, application development, and digital marketing team management experience to transition the university from a static, decentralized web presence to an easily-maintained digital marketing communication application targeting potential students and family.

Co-founder Coco Design, a commercial digital design, web/application development, search marketing firm in Pensacola. Focusing on intrapreneurial team development, accessibility advocacy, search/social marketing strategy, customer expectations management, technical support and corporate/investor communications.

Former PC systems consultant with Invesco Funds Group in Denver, Colorado with prior experience with United Parcel Service, founded Video Express (the first full-delivery retail video enterprise in Florida), public radio announcer; and executive director of Slowlane.com, a non-profit, web-based fathering resource and network.

Public speaker to business, professional and educational organizations on topics including digital accessibility, personal branding, reputation management, social media marketing, business networking.

EMPLOYMENT EXPERIENCE

2020 - PRESENT	Hixardt Technologies, Inc. Chief Marketing Officer (CMO)	Pensacola, Florida
2012 - PRESENT	Coco Interactive, LLC Consulting Partner / Chief Vision Officer Digital Accessibility Trainer / ADA Compliance	Pensacola, Florida
2010 - 2017	University of West Florida, MarCom Director, Web Services	Pensacola, Florida
1994 - 2010	Coco Design Associates, Inc. Co-founder / President	Pensacola, Florida
1992 - 1993	Invesco Funds Group PC Systems Consultant, Series 6 License	Denver, Colorado
1983 - 1992	Sun Bandits, Inc. Founder / President	Ft Walton Beach, Florida
1980 - 1983	Analysts / Schlumberger Senior Logging Engineer	Lafayette, Louisiana

EDUCATION

Tennessee Tech University, BS, Wildlife Management / Chemistry

HONORS / AWARDS

University of West Florida – President's Award for Leadership in Diversity
Ford Next Generation Learning Community – Multimedia Industry Partner
Advertising Federation – ADDY Awards
Florida Public Relations Association – Partner Award
Knights of Visio

INTERNSHIP / MENTORSHIP / STUDENT SUPERVISION

University of West Florida, 2002-2024
College of Business, Executive Mentor Program – Mentor
UWF MEN – Mentor
Interdisciplinary Information Technology
Digital Art / Graphic Design
Communication Arts
West Florida High School, 2005-2006
Academy of Information Technology (AOIT)

COMMUNITY AFFILIATIONS

Pensacola City Council – Environmental Advisory Board
Bream Fishermen Association – Board of Directors
Appetite for Life – Board of Directors
American Advertising Federation (Fourth District) – Vice-Chair, 2010-2011
American Advertising Federation (Pensacola) – President, 2008-2009
UWF Institute for Innovative Community Learning (ICL) – Advisory Board
Jerry Maygarden Leaders in Education – Steering Committee
Pensacola High Growth Business Club – Advisory Board
George Stone Technical Center – Advisory Board
Northwest Florida IT Advisory Council – Member
Slowlane.com – Executive Director, 1997-2007
Pensacola Chamber of Commerce:
Small Business Council
Workforce Development Committee
Academic Selection Committees:
University of West Florida, Digital Media Professor
WSRE / Pensacola State College, Web Designer

PRESENTATIONS / TRAINING

ADA Digital Document Accessibility Training for City/County Government
Digital Accessibility for the MarComm Professional
International Website: Things to Consider Before Talking to a Developer
Google Analytics Snapshot for College of Business
Big Project, Small Staff, Tight Deadlines
Web Accessibility for Content Editors
Maximizing Your Web Content for SEO
Easy Marketing Strategy – A strategic marketing plan outline for entrepreneurs
Tips & Traps in Social Media Marketing
Using LinkedIn for Business Development
How to Set Up a Facebook Page for Business
Twitter Ideas for a Small Business – Ten ideas for your organization
Humanizing Social Media Strategy for Business – Where is the love?
Issues in Cross Media Design
Essentials of Internet Marketing – Basic / Advanced

PHILANTHROPY

Coco Cares, Entrepreneurial Grant Program – Founder
Kiva.org – Microfund Lender

SOCIAL

LinkedIn	PJayMassey
Instagram	JM11826
Facebook	JayMassey
Twitter	JayMassey

FUN & FITNESS

Tai Chi, e-skate, travel, juggle, play at didgeridoo, visually documenting moments of joy, and occasionally write less-than-good haiku.

From: noreply@civicplus.com
Sent: Friday, February 9, 2024 7:49 AM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name	Neil Richards
Home Address	4430 Youpon Rd
Business Address	Field not completed.
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	18502325625
Email Address	abcnrr@yahoo.com
Upload Resume (optional)	Field not completed.

(Section Break)

Details

Are you a City resident?	No
If yes, which district?	<i>Field not completed.</i>
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	No
Board(s) of interest:	Environmental Advisory Board
Please list the reasons for your interest in this position:	Concern for the environment as it effects the citizens of Pensacola
Do you currently serve on a board?	Yes
If yes, which board(s)?	Environmental Advisory Board
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

Ballot – **Environmental Advisory Board**
February 22, 2024
Two-year term expiring March 1, 2026

Employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues

_____ William “Blaise” Butts

_____ Katie Fox

_____ P. Jay Massey

Vote for Three

At Large

_____ Kelly Hagen

_____ Rachel Mahone

_____ Neil Richards

Vote for Three

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-154

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 PROPOSED COLLECTIVE BARGAINING AGREEMENT

RECOMMENDATION:

That City Council ratify the Proposed Collective Bargaining Agreement between the City of Pensacola and the Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City has been in negotiations with the Pensacola Professional Firefighters International Association of Professional Firefighters (IAFF), AFL-CIO, Local No. 707 since August 3, 2023, for an agreement for the Fiscal Years 2024 - 2026. A tentative agreement was reached on December 5, 2023 and approved on December 14, 2023, by the City Council. The terms of that tentative agreement were incorporated into the collective bargaining agreement for consideration by the bargaining unit. The union membership voted and approved the agreement on January 23, 2024. The final step in the adoption of the agreement is the ratification by City Council.

The negotiated changes include increasing the starting salaries as follows:

Firefighter - from \$32,501 to \$43,000

Lieutenant - from \$43,001 to \$53,750

Captain - from \$53,000 to \$64,500

In Year 1 of the contract all members of the bargaining unit will either be brought to the minimum of the pay grade or be given a 12% salary adjustment, whichever is greater. In Year 2 the members will receive a 7% salary increase and in Year 3 will receive a 2% salary increase.

The Juneteenth holiday will be added to the list of holidays for which holiday pay is given. The incentive for basic life support certification will increase from \$1,500 annually to \$3,000

annually, and the uniform allowance will increase from \$350 per year to \$450 per year. In addition employees in DROP will be able to earn a COLA based on the formula included in the collective bargaining agreement

PRIOR ACTION:

Tentative Agreement approved by City Council on December 14, 2023

FUNDING:

Fund	Year 1	Year 2	Year 3	Total
General	\$1,016,477	\$717,409	\$342,499	\$2,076,385
Airport	\$27,751	\$19,332	\$8,284	\$55,367
Total	\$1,044,228	\$736,741	\$350,783	\$2,131,752

FINANCIAL IMPACT:

The total financial impact for the changes to this contract will be an estimated \$2,131,752 of which \$2,076,385 will be in the General Fund. These figures include associated Medicare benefits. There will be an impact to the City's contribution to the Firefighter pension which will be itemized at the next annual actuarial valuation. In the first year the total cost to the General Fund will be \$1,016,477. Any necessary funds for this implementation will be moved from the approximately \$1,200,000 that was set aside in the FY24 budget for salary changes. The impact to the Airport Fund will be absorbed within the Airport budget.

These costs include estimates for salary increases, Medicare and for a relevant vacancy factor for a three-year period. These salary increases may also result in an increase in the City's contribution to the City's pension plan which may be felt partially in FY25 and fully in FY26. This cost is not shown in the estimate.

The FY25 budget includes more than \$1,200,000 to offset the costs in the General Fund. If this contract is approved, the City will include the estimated costs in future budgets.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/30/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Ted Kirchharr, Human Resources Director

ATTACHMENTS:

1. City of Pensacola - International Association of Firefighters (IAFF) Local 707 Proposed

CBA

2. International Association of Firefighters (IAFF) Local 707 – Notification of Acceptance

PRESENTATION: No

THE
COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF
PENSACOLA AND
PENSACOLA PROFESSIONAL
FIREFIGHTERS' INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 707

FISCAL YEARS 2024-2026

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PREAMBLE

This Agreement is made and entered into by and between the City of Pensacola, Florida, which is hereinafter referred to as the "Employer," and the Pensacola Professional Firefighters, International Association of Firefighters, AFL-CIO, Local No. 707, hereinafter referred to as the "Union."

ARTICLE (1)

DEFINITIONS

- 1) "Day" shall mean a calendar day unless otherwise specified in this Agreement.
- 2) References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.
- 3) All references to Legislative Approval, approval by Legislature or such similar phrases included in this document shall mean the actual date the legislation becomes law.

ARTICLE (2)

PURPOSE AND INTENT

SECTION 1. The purpose of this Agreement is to secure industrial peace and efficiency, enabling the Employer and its employees to provide continuing satisfactory services to the citizens of the City, to secure a healthy operation through efficient service and public satisfaction, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic understanding relative to rates of pay, hours of work and conditions of employment, designed to achieve those goals at a reasonable cost.

SECTION 2. The employees and management recognize that they are mutually dependent upon one another. Both are committed to public service and the success of that service. This success requires that both management and employees work together. The Employer, the Union and all employees are convinced that there is no reason why differences that may arise may not be peacefully and satisfactorily adjusted by sincere and patient efforts on the part of all.

SECTION 3. The Union agrees that it will support the Employer in its efforts to (a) eliminate waste and damage; (b) conserve equipment and supplies; (c) improve standards of efficiency; (d) prevent accidents; and (e) strengthen good will between the Employer, its employees and the public. This section is intended to express the purpose of this Agreement, and nothing in this section shall be considered to confer liability for monetary damages on the Union in any action in which the Union would not otherwise be liable.

ARTICLE (3)

RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

SECTION 2. The Union is recognized as the sole and exclusive bargaining representative of: all Fire Department employees in the rank of Fire Captain, Fire Lieutenant, and Professional Firefighter; excluding the Fire Chief, Deputy Fire Chief, Battalion Chief Administrative Officer, and all other employees of the City. All other types of employees and classifications of employees not in existence at the time of the certification by the Pensacola Public Employees Relations Commission dated July 13, 1988 are excluded from the coverage of this Agreement; provided that the Union shall not be deprived of the right to bargain with respect to wages, hours, terms and conditions of employment for new job classifications which may hereafter be created, should either party obtain an order from the Public Employees Relations Commission certifying the Union as bargaining agent for such classifications.

ARTICLE (4)

NO STRIKE CLAUSE

SECTION 1. No employee, Union officer, agent, or employee shall instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the Employer.

SECTION 2. In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of Employer, the Union shall take direct and immediate action to bring about a cessation of such activities.

SECTION 3. In addition to the penalties provided by law, those employees found to be in violation of the provisions of Section 1 may be held liable for any damages which are suffered by the City as a result of the violation of the provisions of this Article.

ARTICLE (5)

DUES CHECK-OFF

SECTION 1. Dues deduction is currently accomplished thru electronic fund transfers from bargaining unit member credit union share accounts to the Union monthly. The City is currently not directly involved in the deduction of Union dues. Should the existing fund transfer method of monthly dues deduction for some reason become unworkable, the City will work cooperatively with the Union to establish a system for payroll deduction of dues to be submitted monthly to the Union.

ARTICLE (6)

SEVERABILITY

In the event that any Article or provision of this Agreement is found to be invalid or unenforceable, by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, should any change in wages, hours, or working conditions be required as a result of any subsequently enacted legislation, judicial order, conciliation agreement, or other legal requirements, the City shall give the Union notice of the action it intends to take to comply with such requirement, and shall negotiate with the Union, if requested, regarding the proposed action.

ARTICLE (7)

PROBATION & SENIORITY

SECTION 1. An appointment, employment or promotion shall not be deemed complete until a period of probation of twelve (12) months has elapsed from the date of employment or promotion; however, in no case shall the probationary period end earlier than twelve (12) months after the employee has received necessary required state certification.

SECTION 2. Employees serving a probationary period following their initial hiring shall not have recourse to the Grievance Procedures contained herein.

SECTION 3. Seniority shall first be determined by the period of service in a class or position within a chain of command (rank) within the fire department, and then by the period of service within the fire department based on hire date. In cases of equal seniority, seniority shall be determined through random selection via a draw through the Human Resources Department.

ARTICLE (8)

NO SMOKING

SECTION 1. The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.

SECTION 2. As of March 1, 1989, the City will hire as firefighters only those individuals who do not smoke, and such individuals will continue to not smoke for the duration of their employment. As of January 1, 1992, the City will hire as firefighters only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment.

SECTION 3. All bargaining unit employees who were hired before March 1, 1989, will not be affected by the no smoking condition of employment which will apply to the new hires, but current employees will smoke only in designated smoking areas while on duty. After meeting and conferring with the Union, the City retains the right to designate smoking areas in each fire station.

SECTION 4. The City agrees to make reasonably available courses to stop smoking for those employees wishing to quit smoking.

ARTICLE (9)

RESIDENCY

All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida or 45 minute response time. Exceptions to this article may be granted by the City Administrator.

ARTICLE (10)
WAGES, HOURS OF WORK AND OVERTIME PAY

SECTION 1. Purpose of Article.

The purpose of this Article is to provide a basis for the computation of straight time and overtime wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week, per work period, or per year, for any employee covered by this Agreement. The City's pay records, practices, and procedures shall govern the payment of all wages.

SECTION 2. Straight Time Wage Rates.

All employees covered by this Agreement shall be paid as reflected below:

Professional Firefighter Minimum	\$43,000.00
Lieutenant Minimum:	\$53,750.00
Fire Captain Minimum:	\$64,500.00

*These amounts include the mandatory overtime adjustments.

Provisions that are set forth in the General Employees Pay Plan, shall apply also to the employees covered by this collective bargaining contract.

SECTION 3. Salary Adjustments.

From the effective date of this contract to September 30, 2023, bargaining unit members shall receive the following salary adjustments for fiscal year 2024-2026 to be paid first paycheck of October 2023:

FY 2024

.

Effective October 1, 2023, each bargaining unit member will have their annual salary increased to the minimum of their current paygrade or receive a twelve (12) percent increase to his or her annual salary, whichever is greater. This wage increase will not become effective until this Agreement is fully ratified by both parties and will be retroactive to October 1, 2023.

FY 2025

Effective October 1, 2024, each bargaining unit member shall receive an additional seven (7) percent increase to his or her annual salary.

FY 2026

Effective October 1, 2025, each bargaining unit member shall receive an additional two (2) percent increase to his or her annual salary.

The City Administrator may, upon recommendation by the Fire Chief, withhold an employee's salary adjustment, if there is documented evidence that the employee is performing consistently at a level below standard during the previous year.

SECTION 4. Fire Inspectors.

The workweek for fire inspectors shall consist of seven (7) calendar days beginning at 12:00 midnight on Sunday and ending 12:00 midnight the following Sunday. Fire inspectors will be scheduled to work a 40 hour week. Daily shift times will be set by the City no earlier than 7:45 am and no later than 5:00 pm including a one hour meal period which shall not count as time worked (unless and then only to the extent of time spent in authorized calls to emergency duty). All time worked in excess of 40 hours per workweek will be compensated at a minimum of one and one-half times the straight time rate in effect as set forth in the City's salary schedule.

SECTION 5. Fire Suppression Employees.

Other than fire inspectors, all other employees covered by this Agreement will continue to be paid pursuant to the partial overtime pay exemption provided by 29 U.S.C. Section 207(k). The "work period" will continue to be a minimum of twenty-one (21) calendar days beginning immediately after 8:00 a.m. on Sunday and ending at 8:00 a.m. the third following Sunday. Fire suppression employees will be scheduled to work 24 hours on duty and 48 hours off duty, for a total of 168 hours of scheduled duty time during each 21 day work period. All fire suppression employees who work more than one hundred fifty-nine (159) hours during a 21 day work period will be compensated for such additional hours at a minimum of one and one-half times the straight time rate in effect as set forth in the City's wage schedule.

SECTION 6. Watch Captains

The parties agree that there shall be one watch captain on each watch. A committee is established for the duration of this Agreement to evaluate rules and regulations regarding watch captains. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will

provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation.

SECTION 7. Overtime.

The Fire Department may offer the opportunity to work unscheduled overtime through the use of three alphabetized lists, one per watch, without regard to rank. This established list is for fire suppression activities only.

SECTION 8. Time Worked.

For the purpose of calculating overtime pay, scheduled sick leave should be considered as "time worked" in the appropriate work period. Leave taken as annual leave will not be considered as "time worked" for purposes of overtime calculation.

SECTION 9. Working Out of Class Pay.

Bargaining unit members working temporarily in a higher class for more than five (5) consecutive watches will be paid out-of-class differential pay incentive of 10% premium on their base wage beginning with their 6th consecutive watch. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when the vacancy has resulted from military leave as defined by USERRA, an illness that qualifies under FMLA, on-the-job injury or a job vacancy that is a position duly created and still existent but not occupied by an employee. Such differential pay shall begin only after the employee has performed the complete duties for five consecutive (5) watches and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the five(5) consecutive watches have been completed. Out-of-class differential shall be paid with the employee's regular compensation and is pensionable. Complete records of such out-of-class differential work shall be submitted to the Department of Human Resources within two (2) weeks of having performed such work, on forms furnished by that department. Employees approved for acting out of class assignments must requalify every time a new event occurs.

SECTION 10. Pay Adjustment upon Promotion

Upon successful promotion from the rank of Firefighter to the rank of Lieutenant or from the rank of Lieutenant to the rank of Captain, employees shall have their base pay increased 10% or shall be moved to the new minimum of the pay scale for their new rank, whichever is greater.

SECTION 11. Special Duty Overtime

The special projects will be listed or advertised on an electronic bulletin board, which shall contain two (2) lists. The first list will provide the project description and the necessary qualifications. The second will be an alphabetical list of volunteers including their qualifications.

If an individual is skipped for lack of qualifications, he/she will remain at the top of the list. If assigned to Special Project overtime, the employee may not sign up for overtime, as described in Article X Section 7, on the dates listed for a special project.

Examples:

Project List & Qualifications

EMT Instructor

Class: OB/GYN

Qualification: EMT

Quantity: 2 instructors

Begin Date: 1/12/01 End

Date: 1/15/01

Personnel Selected: Allen, Longsworth

Volunteer Overtime List

Employee Name	Qualifications
Allen	EMT, Paramedic
Bridwell	1 st Responder, FS Instructor
Fennel	Tree Surgeon
Longsworth	EMT, Paramedic

ARTICLE (11)

GRIEVANCE PROCEDURE

SECTION 1. A grievance is defined as an allegation made during the term of this Agreement that the Employer has violated a specific provision of this Agreement. Employees who are not members of the Union may utilize the Grievance Procedure established by this Article, but the Union is in no way responsible for non-members' utilization of this article.

SECTION 2. Under no circumstance shall there be a suspension or slowdown of work, or refusal to follow any instruction, on account of any grievance. Grievances shall be resolved at the lowest supervisory level possible, but only within the customary authority of such succeeding level of supervision. No grievance shall be considered unless it is processed in complete accordance with the following steps:

STEP 1. There shall be a discussion between the employee and the Battalion Chief involved.

STEP 2. If the grievance is not resolved in Step 1, the Union may, within ten (10) calendar days of the alleged violation, reduce the grievance to writing on a grievance form and present it to the Fire Chief. The grievance form shall specify the particular Article, Section and provision of this Agreement alleged to have been violated, shall contain a complete and detailed statement of the facts upon which the grievance is based, including date of occurrence, shall specify the proposed remedy, shall be signed and dated by the employee or (if applicable) by his Union representative. Grievances submitted which do not contain the above information shall be considered null and void. Upon receipt of the grievance, the Chief or his designee shall record the time and date of receipt, shall consider the written grievance, shall investigate the same to the extent he chooses, and shall resolve or deny the grievance within ten (10) calendar days.

STEP 3. If the Union is dissatisfied with the decision rendered in Step 2, and the Union desires to further pursue the grievance, it shall present a letter of appeal to the City Administrator or his designee within ten (10) calendar days following the decision of the Fire Chief or his designee on the grievance in Step 2. The City Administrator or his designee shall consider the written grievance, investigate the same to the extent he chooses, and resolve or deny the grievance within fifteen (15) calendar days.

STEP 4. Within ten (10) calendar days following the decision by the City Administrator or his designee, if the Union chooses to proceed further on the grievance, it shall present to the City Administrator or his designee a written request for a Step 4 meeting concerning the grievance, to which shall be attached copies of the written grievance submitted in Step 2 and Step 3 letter of appeal. A meeting shall be held at the convenience of the parties between the grievant, the grievant's Union representative (if applicable), and the City Administrator or his designee and their representative, and the City Administrator or his designee shall resolve or deny the grievance within fifteen (15) calendar days.

SECTION 3. Submission to Arbitration. In the event any grievance which has been timely brought during the term of this Agreement under Section 4 of this Article cannot be satisfactorily adjusted in accordance with Section 2 of this Article, either the Union or the Employer may demand arbitration by filing a request with the Federal Mediation and Conciliation Service of the United States, with a copy to the other side by certified mail, return receipt requested, to submit the names of seven (7) approved arbitrators available to hear and decide the question involved. The party wishing to submit a grievance to arbitration must do so within twenty (20) calendar days of receipt by the Union of the decision in Step 4, or the right to pursue arbitration shall have been waived. The Union shall retain the exclusive authority to decide which, if any, union member grievances shall be forwarded to arbitration.

SECTION 4. The parties hereto acknowledge the importance of both the time limitations and the requirements for written grievances and appeals expressed in Sections 2 and 3 of this Article, and no grievance shall be considered or deemed to exist that is not reduced in writing in the manner specified, timely filed and pursued at each step of the grievance procedure, and timely submitted to arbitration. A timely filed grievance not answered by management within the time limit prescribed shall be treated as a denial of the grievance and the grievance may be pursued to the next step of the grievance procedure. Time limits may not be extended except by a written mutual agreement signed by representatives of both parties. The Employer's willingness to go through the grievance procedure and to submit the issue on the merits to an arbitrator shall not be interpreted as a waiver of any issue as to arbitrability.

SECTION 5. Absent permission from the Employer, grievances must be processed outside of the scheduled working hours of any employee involved in the grievance.

ARTICLE (12)

ARBITRATION

SECTION 1. Upon receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall flip a coin to determine who has the first strike. The party losing the coin flip shall strike a name from the list first; the other party shall strike second, and then each party shall in turn strike one name until only one name remains. This person shall be selected as an impartial Arbitrator.

SECTION 2. Each party shall have the right to reject one complete panel of arbitrators and request the Federal Mediation and Conciliation Service to submit a second list, from which names shall be stricken in accordance with Section 1. Nothing in this article shall prevent the parties from agreeing upon a mutually acceptable arbitrator other than one on a panel supplied by FMCS.

SECTION 3. The grievance submitted to the arbitrator shall be based exclusively on the written grievance as submitted in Section 2, Step 2, of the Grievance Procedure. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify. No more than two employees will be released from duty at a time, unless the Employer authorizes the release of more than two; such authorization shall not be unreasonably withheld.

SECTION 4. Any decision or award of the arbitrator shall be strictly limited to the interpretation of specific terms of this Agreement, and to a determination of (a) whether the grievance is arbitrable, and (b) whether the Employer violated a specific provision of this Agreement as alleged in the written grievance. The arbitrator shall not explicitly or implicitly change, amend, add to, subtract from, or otherwise alter or supplement any of its terms and conditions, nor depart from its terms in rendering a decision. The arbitrator shall confine himself exclusively to the question which is presented to him. The arbitrator's decision shall be final and binding upon both parties.

SECTION 5. The Employer may not be compelled to arbitrate any grievance not alleged to have occurred during the term of this Agreement.

SECTION 6. Each side shall bear the cost of its own witnesses and representatives. The cost of room accommodations shall be divided equally between the parties. The fees of the arbitrator shall be divided equally between the parties. The costs associated with the appearance of the court reporter and a copy of the transcript for the arbitrator shall be divided equally between the parties. Any party requesting a transcript copy for their use will bear its cost, unless otherwise agreed.

SECTION 7. The arbitrator shall have no authority to assess any compensatory or punitive damages, nor to impose as a remedy any back pay to any employees or individuals who are not grievants. No award of back pay to any grievant shall date back to a time prior to the date the grievance arose. All awards of back pay under this Agreement shall be offset by unemployment compensation benefits, workers' compensation benefits (except medical), earned by the grievant, during any period of unemployment for which back pay is awarded.

ARTICLE (13)

MANAGEMENT RIGHTS

SECTION 1. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

Additionally the City shall enjoy and retain any additional or expanded right granted to public employers through any decision issued by the Public Employee Relations Commission.

The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Council.

The City shall enforce and comply with the provisions of this Agreement so as not to violate the City Charter.

SECTION 2. Nothing contained herein shall be construed to constitute a waiver by the Union of its right to negotiate over the impact of managerial decisions on all terms and conditions of employment.

ARTICLE (14)

WORK RULES

SECTION 1. It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions. It is understood and agreed that members of the bargaining unit may be required to change shifts from time to time; best efforts will be made to provide thirty (30) days' advance notice to bargaining unit members of such changes, although meeting public safety needs as determined solely in the discretion of management may not permit such notice

SECTION 2. Except where expressly modified by any provision of this Agreement, the Rules, Regulations and Procedures of the Pensacola Fire Department shall govern the relationship between the Employer and the employees covered by this Agreement. Any of the Fire Department Rules, Regulations and Procedures in conflict with this Agreement shall be of no force and effect. "A committee is established for the duration of this Agreement to discuss the Rules, Regulations and Procedures of the Pensacola Fire Department. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation.

SECTION 3. Any new rules or regulations made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the Union as provided in the grievance and arbitration provisions of this Agreement.

ARTICLE (15)

PROMOTIONAL PROCESS & PROMOTIONAL REQUIREMENT EXAMINATION COMMITTEE

When a vacant position is to be filled by promotion within the Fire Department, these procedures apply:

SECTION 1. Study Materials and information for promotional testing will be posted a minimum of 90 days prior to a job announcement posting.

SECTION 2. Job announcements will be posted a minimum of 30 days prior to conducting a promotional examination.

SECTION 3. Examinations may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, assessment centers, or any combination thereof. Examination components will total 100%.

SECTION 4. If it is determined that a vacancy shall be filled from a promotional eligible register, a list shall be certified which contains the names of five (5) persons and ties (which can be created by adding points but not take points away from an applicant) having the highest promotional grades as hereinafter provided, and the vacant position shall be filled by the appointing authority by selection from said promotional eligible list. The list may contain less than five (5) names if five (5) persons do not meet the minimum qualifications for the position, or attain the required promotional grade; however, anytime a promotional eligible list cannot be certified with the required minimum number of candidates, the appointing authority may request a new examination.

SECTION 5. The following procedures will be followed to establish a current eligible register:

- a) The Fire Department shall prepare and administer examinations which shall be practical and objectively measure the relative capabilities of the applicant to perform the duties of the position. All persons within the department who meet the minimum qualifications established by the Promotional Qualification Committee (as defined below) for the position shall be eligible to take the promotional examination. Announcement of each examination shall be publicized for a minimum of thirty (30) calendar days prior to the application deadline specified in the announcement. Applications for each examination must be filed with the Human Resource Department prior to the designated deadline and all necessary records, licenses, certificates, transcripts and other documents of proofs must be submitted prior to the examination.
- b) The examination process shall include a written test and a performance test. The examination factor, assigned weights and scoring methods shall be included in the examination announcements. The total value of all questions on any wholly written examination shall be one hundred percent (100%). The total percentage value on any combination of examinations shall be one hundred percent (100%).

- c) No person shall be promoted who has a promotional grade of less than seventy percent (70%), or a promotional examination score of less than seventy percent (70%). If a promotional examination score of seventy percent (70%) is attained, the total percent made upon such examination shall be added to the total number of points allowed for seniority defined as follows. Seniority Points: Points added to a passing score on a promotional examination to arrive at the total examination grade. For Lieutenants seeking promotion to the rank of Captain, these points shall be computed on the basis of one (1) percentage point for each full year of service as a Lieutenant. For Firefighters seeking promotion to the rank of Lieutenant, these points shall be computed on the basis of one (1) percentage point for each full year of service within the Fire Department, to a maximum of ten (10) points.
- d) Each such register shall stand for a period of two (2) years from the date the original promotional eligible list is certified. This 2 year period may not be extended. Additional promotional examinations may be given to supplement a current register which contains less than five (5) qualified persons, and the names of the successful examinees shall be in order behind the existing names on the register. If there is a significant change in special and minimum requirement and qualifications for a position, the Human Resources Director may cancel and terminate an existing eligible register and establish a new register of eligibles. The establishment of a new register shall require a new application and examination of each applicant.

SECTION 6. Definitions

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

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

SECTION 7. A committee shall be formed to develop promotional qualification requirements for Fire Lieutenant and Fire Captain. This six-member committee shall consist of one Fire Captain and one Lieutenant, ~~one~~ selected by the Union, and one Fire Captain and one Lieutenant, ~~one~~ selected by the Fire Chief or designee; one representative of the Fire Chief's Management Team; and one representative from Human Resources. The Committee's purpose is to develop and present promotional qualifications for approval by the Fire Chief.

SECTION 8. When changing promotional requirements the City must give a minimum of 2 years prior notice to said change or changes.

SECTION 9. Review of testing material

Following the testing, all test participants shall be provided the opportunity to review their test, the scoring and all answers and worksheet materials utilized during the testing to determine areas in which they might need improvement. It is understood that the participant shall not be permitted to copy or photograph the materials and may not take notes during the review. Additionally it is understood that no test materials shall be permitted to leave the control of the City at any time.

ARTICLE (16)

HEALTH AND LIFE INSURANCE

SECTION 1. The City will make available the same health and life insurance programs on a group basis to bargaining unit employees as are made available to all other non-managerial City employees. The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any "out-of-pocket" amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.

SECTION 2. The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City's group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

SECTION 3. The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article. The City reserves the right to terminate the group insurance program or any part thereof for all City employees at any time with prior notice to the Union.

SECTION 4. Upon notification by the Union, in its sole discretion, the City shall exclude all bargaining unit employees and Fire Department uniformed retirees from the City's group health and life insurance programs, and will cease deducting employee and retiree insurance premium amounts from compensation checks; the City will, in such event, make contributions towards the cost of such alternative insurance as the Union may designate, in the same amounts as the City contributes for all non-managerial City employees and retirees respectively, for each employee and retiree participating in such alternative insurance. Provided, however, that such notification must be given no less than ninety (90) days prior to the contract renewal date of the City's group health and life insurance programs.

SECTION 5. "A committee is established for the duration of this Agreement to discuss the impact and logistics of establishing a health savings account. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation.

ARTICLE (17)

LIFE INSURANCE BENEFITS

SECTION 1. The City will provide members of the bargaining unit those life insurance and death benefits for survivors as required by Federal and State laws. Additional life insurance may be purchased by members of the bargaining unit, under the City's group policy, with the employee paying the cost and those additional benefits shall be portable after 10 years of service, at the employee's continued expense, upon separation from the City.

SECTION 2. The voluntary life insurance benefit (currently provided by American General) shall be portable, at the employee's continued expense, upon separation from the City. Additionally the life insurance benefits (currently provided by Sun Life) shall be portable, at the employee's continued expense, upon separation from the City provided the employee has vested in the benefit through the completion of 10 years of service with the City prior to separation. No life insurance benefit shall be portable for employees who are terminated.

SECTION 3. Notwithstanding anything contained herein, the City will endeavor to maintain the provisions of this Article but the portability of life insurance benefits shall be subject to the insurance contract between the Life Insurance Company and the City.

ARTICLE (18)

TRAINING

SECTION 1. When employees attend required training, they will be compensated in accordance with the provisions of the Fair Labor Standards Act.

SECTION 2. Training will be deemed to be required only when an employee is given a direct order by the Fire Chief or his/her designee to attend training. Thus, if the City merely advises employees of available training courses and offers to pay all or part of course tuition, but does not order an employee to attend the courses, any employee attending courses will be engaged in voluntary training, and thus will not be engaged in compensable work hours.

ARTICLE (19)

MILEAGE

SECTION 1. Employees who are ordered to report to another station after reporting to their regular duty station, and use their personal vehicle for transportation to the other station, will be eligible for mileage reimbursement at the rate as approved by the Florida Department of Management Services for the number of miles driving the most direct and shortest route from their regular duty station to the other assigned station. This rate changes from time to time, and it is agreed that it shall be changed as may be necessary during the term of this Agreement without collective bargaining on the subject.

SECTION 2. Mileage will not be paid for the trip from the employee's home to the employee's assigned place of duty, or from the assigned place of duty to the employee's home.

ARTICLE (20)

UNIFORMS

SECTION 1. Bargaining Unit members will be allowed to select any number or arrangement of uniform articles from a menu of department approved items, up to an allowed amount of \$ 450.00 per fiscal year. The City agrees to continue its practice of furnishing uniforms for newly-hired bargaining unit employees to include three (3) dress shirts, three (3) uniform pants and four (4) tee-shirts and shoes and a jacket.

Except when members are on Building Survey, Home Safety Survey, Lecture and Demonstrations, Station Tours or otherwise meeting the Public in a non-emergency fashion, they will be allowed to wear the uniform t-shirt provided. It shall be the obligation of each employee to maintain such items in good and presentable condition. All Fire Department personnel shall wear currently issued uniforms. Obsolete uniform clothing shall not be worn on duty by Fire Department personnel. It shall be the obligation of the City to replace torn or damaged articles as deemed necessary by the Fire Chief or his designee. The selections will be based on their individual needs in order to maintain a complete set of serviceable uniforms. Deviation from the allotment will be at the discretion of the Fire Chief. All Bargaining Unit members will be allowed to begin purchasing dress (Class A) uniform items within their annual allotment.

Any additional costs related to the issuance of plus size uniforms will be borne by the Fire Department. Paramedic and EMT patches are considered optional and the cost associated with these items will be borne by the member.

Collective Bargaining Unit members may substitute items on the approved uniform clothing list for other approved uniform clothing items offered by the same department contract vendor not to exceed the total uniform allowance per employee per year. The type and quality of uniform will be determined by the City.

SECTION 2. Protective clothing and other equipment required by the City to be worn or carried by employees shall be furnished by the City outside the uniform allowance provided for in Section 1 above, the type and quality to be determined by the City. Replacement of protective clothing and equipment will be determined and implemented in the exclusive judgment of the Fire Chief. Protective clothing and other equipment, when provided, must be used. Neglect or failure by an employee to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action.

SECTION 3. No article of clothing or equipment provided for herein shall be utilized during off-duty hours, except as authorized by the Fire Chief or his designee.

ARTICLE (21)

PERSONNEL FILES

SECTION 1. An employee has the right to examine his or her own personnel file in the presence of the Chief Human Resource Director or his/her designee. Employees are responsible for providing any document such as birth certificates or records of educational courses completed which should be part of their personnel files.

SECTION 2. Disciplinary documents, such as letters of reprimand, counseling letters, suspensions and fines, and performance related correspondence such as performance appraisals and letters of correction and commendation, shall be read and signed by the employee. Employee signatures on such documents do not imply agreement with the document; rather, it is simply an acknowledgment of the document in the employee's personnel file.

SECTION 3. The employee is responsible for providing current address and telephone information to the Fire Department.

ARTICLE (22)

WATCH EXCHANGE

The City retains the right to determine and modify organizational structure; to select, direct, transfer, assign and determine the personnel for each watch and station. However, fire suppression employees may exchange watches on a voluntary basis, with the watches to be “repaid” within one year, provided that a minimum of 48 hours prior notice is given. A swapped watch shall count as time worked for the individual normally scheduled for the watch, rather than for the individual who actually works the watch, as provided under the Fair Labor Standards Act. There will be no voluntary exchange of shifts by bargaining unit employees without express permission of the Fire Chief or his designee.

ARTICLE (23)

WORKER'S COMPENSATION

The City will provide bargaining unit employees Worker's Compensation benefits under the conditions set forth in the City's Human Resources Manual dated October 19, 2020 and in accordance with the State Statute, Chapter 440 and/or Florida Administrative Code 69(l).

ARTICLE (24)

MILITARY LEAVE

SECTION 1. Military leave is administered in accordance with State and Federal law and is considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

a. Extended Military Leave

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

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.
- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Human Resources Department within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Chief Human Resources Director within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when the pension law is complied with. Time spent on extended military duty shall count, without loss of personal time off leave, pay, time, or efficiency rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.
- (5) Employees on extended military leave are entitled to two hundred forty (240) hours at full pay in any one annual calendar period. In addition, per each military activation the City will:
 - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.

(b) Continue all other employee benefits such as time accrual for purposes of personal time off leave, annual increments, and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

b. Military Leave for Training Purposes

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

The City reserves the right to amend provisions of this policy, provided that such provisions remain the same as those available to all other non-managerial City employees.

ARTICLE (25)

FUNERAL LEAVE

SECTION 1. In the event of a death in the employee's immediate family, which is defined as spouse, parents, step-parents, children, step-children, brothers, sisters, step-brothers, step-sisters, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, aunt or uncle of the employee and of their spouse, or City of Pensacola, Florida Domestic Partnership Registry registered domestic partner of the employee, the employee shall be granted funeral leave. For the purposes of this section, registered domestic partner shall be defined as someone with whom the employee has maintained a strong familial relationship and with whom the employee has cohabitated for a period of five or more years and who is on the City of Pensacola, Florida Domestic Partnership Registry.

SECTION 2. Fire suppression employees may be allowed thirty-six (36) consecutively scheduled hours; fire prevention employees may be allowed three (3) eight hour consecutive calendar days of leave.

SECTION 3. Funeral leave shall be compensated at the straight-time rate of pay for each hour the employee would have worked had the employee not been absent on such leave. The Employer may request verification of the death.

The City recognizes that the above policy does not cover every situation and that the days provided will not necessarily always be sufficient. For this reason employees may, with the approval of the Fire Chief or his/her designee use PTO leave to supplement the funeral leave policy.

ARTICLE (26)

INCENTIVE PROGRAM

SECTION 1. Educational salary incentive compensation for firefighters shall be paid from the general fund of the City.

SECTION 2. Educational salary incentive compensation for firefighters shall be paid only to those uniformed active firefighters, and not to fire pensioners.

SECTION 3. The Fire Incentive Program shall be managed per the Fire Incentive Policy as established and maintained by the Human Resources Department upon the abolishment of the Fire Incentive Board by City Council on August 11, 2016.

SECTION 4. Any unit member at the rank of Professional Firefighter or higher may receive up to one hundred thirty dollars (\$130.00) monthly through the education salary incentive program as follows:

(1) Basic certifications.

- a. Twenty-five dollars (\$25.00) monthly allowance payable after one year on the job and full certification.
- b. Certification indicates that the individual has successfully completed the state requirements for fire as delineated by the Florida Firefighters Standards and Training Council.

(2) Career development.

- a. Twenty dollars (\$20.00) monthly allowance payable for each eighty (80) hours completed of approved courses.
- b. Career development is defined as courses that may be taken which are generally not considered purely academic in nature. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.
- c. There are three (3) levels within the career development track:
 - 1. Level I. The maximum any Professional Firefighter or Lieutenant (with certification) may obtain by completing the approved courses is forty dollars (\$40.00) monthly; provided, further, that he has never been listed on the roster for promotion within the Fire Department of the City.

2. Level II. The maximum any Professional Firefighter or Lieutenant may obtain by completing the approved courses is sixty dollars (\$60.00) monthly; provided further that he has become eligible and has appeared on the roster for Fire Lieutenant, or above within the Fire Department of the City and has completed approved management courses. Successful completion of management courses without being on or having appeared on the City's roster for appointment to Fire Lieutenant or above will not qualify an individual for this level.

3. Level III. Maximum allowed for Lieutenant or above who has completed approved management courses is eighty dollars (\$80.00) monthly.

(3) Academic development.

a. Academic development denotes the amount paid for an approved associate's degree, bachelor's degree or equivalent. No payment is made if an applicant is hired with one of these degrees until one full year on the job. No payment is allowed until the degree is completed or sixty (60) approved equivalent semester hours are accumulated and presented for certification to the fire education incentive board. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.

b. Thirty dollars (\$30.00) monthly allowance payable for approved A.A. or A.S. degree, or sixty (60) equivalent and approved hours.

c. Eighty dollars (\$80.00) monthly allowance payable for approved B.A. or B.S. degree. The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) previously described under subsection (3) b herein.

SECTION 5. The most payable monthly under academic development without any career development courses is:

(1) Associate's degree or equivalent, thirty dollars (\$30.00) plus twenty-five dollars (\$25.00) equals fifty-five dollars (\$55.00).

(2) Bachelor's or higher degree, eighty dollars (\$80.00) plus twenty-five dollars (\$25.00) equals one hundred five dollars (\$105.00). The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) paid for the associate's degree or equivalent.

SECTION 6. The maximum monthly payment for the educational salary incentive compensation (Sections 1-5 above) is one hundred thirty dollars (\$130.00). This can only be achieved after one full year of service to the City within the Fire Department as a uniformed firefighter, state recognized certification as a firefighter and a combination of career development courses as approved by the fire education incentive board, and at least a two-year college degree.

SECTION 7. Any compensation provided for pursuant to this Article (Sections 1-5 above) shall be offset by the amount of any supplemental compensation received from the state pursuant to F.S. section 633.382.

SECTION 8. Emergency Medical Technician (EMT) incentive: Effective upon full ratification of this Agreement by both Parties, all bargaining unit employees will be eligible to receive a \$3,000.00 pay incentive to their base pay per year for obtaining and maintaining a Florida Emergency Medical Technician ("EMT") Certification. This EMT incentive pay will be payable in equal distributions in their regular payroll checks and will continue through the term of this Collective Bargaining Agreement provided that the employee maintains his/her EMT license in good standing. These payments are pensionable.

ARTICLE (27)

LEGAL COUNSEL

The defense of civil actions against bargaining unit employees shall be governed by the provisions of Florida Statutes 111.07 and 111.071.

ARTICLE (28)

OUTSIDE EMPLOYMENT

Employees covered by this Agreement may, upon prior written application and approval by the City Administrator or his/her designee accept outside employment, provided that no such outside employment conflicts with the employees' duties as may be assigned and required from time to time by the Employer, interferes with the availability of the employee for such duties, and does not constitute a conflict of interest. Continued efforts by the City to cooperate with employees in permitting outside employment will not be construed as a waiver of the City's right to require unscheduled overtime and to require that its employees be available for emergency services and other required duties during off-duty hours.

Employees currently engaged in outside employment shall report such employment to the City Administrator within thirty (30) days of the effective date of this Agreement.

Disputes concerning approval or disapproval of outside employment shall be subject to the grievance/arbitration procedure.

ARTICLE (29)

COURT APPEARANCES

An employee required as the result of the work they have performed for the Employer to appear in court, at a deposition, or at any hearing, shall be compensated for the time necessary for such appearance as if such time were time worked under this Agreement.

ARTICLE (30)

ACCOMMODATIONS AND MAINTENANCE

SECTION 1. The City reserves the right to determine the accommodations they will provide at each station, including but not limited to kitchen supplies, telephones, cooking equipment, laundering equipment, television, radios.

SECTION 2. Common Mess

All stations meals will be conducted under a common mess with contributions by each employee on a shift, even if the employee chooses not to eat the meal.

The City shall not be responsible to collect contributions or contribute to the meal arrangements.

ARTICLE (31)

UNION BUSINESS

SECTION 1. The Union, and all employees covered by this Agreement, shall comply with the requirements and prohibitions of Section 447.509, Florida Statutes, and Section 9-4-3 of the City of Pensacola Code.

SECTION 2. The Union, and all employees covered by this Agreement, agree to comply strictly with the requirements of Chapter 496, Florida Statutes.

ARTICLE (32)

BULLETIN BOARDS

SECTION 1. The City agrees to provide space for the Union to erect, at the Union's expense, one bulletin board, not to exceed thirty-six inches (36") by thirty-six inches (36"), at each station. The location of each bulletin board shall be approved by the Fire Chief or his designee. The Union shall be responsible for purchasing and erecting boards.

SECTION 2. These bulletin boards shall be used for posting Union notices, but restricted to:

- a. Notices of Union recreational or social affairs
- b. Notices of Union elections and results of such elections
- c. Notices of Union meetings
- d. Notices of Union appointments and other official Union business
- e. Minutes of Union meetings

All costs incidental to preparing and posting of Union materials shall be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition.

ARTICLE (33)

LAYOFFS AND RECALLS

SECTION 1. The Employer may lay off employees whenever, in its sole discretion, it determines a reduction in workforce to be in the best interests of the City. The City will certify the number of excess employees and classes/ranks to be reduced and/or eliminated.

SECTION 2. For the purposes of this article, reductions and layoffs will be determined by statutory requirement (I.e. veteran preference in retention) and by seniority. The employee standing lowest within the class or rank to be eliminated will be the first reduced in rank. This method of reduction continues until the certified number of employees in the lowest rank has been discharged. When employees have equal seniority within the rank, seniority will next be determined by the length of the employee's continuous service in the Fire Department as shown in the employer's records. An employee's length of service for these purposes is deemed continuous while on leave due to illness, accident, or a status protected by law, such as military service.

SECTION 3. Employees who have been laid off are responsible for maintaining up-to-date information on file with the City, including the address to which a return-to-work notice would be sent.

SECTION 4. Employees will be recalled based on seniority as described above. By certified letter to the address on file, the City will notify a recalled employee at least three (3) weeks prior to the date the individual is to report to work. The recalled employee must respond within three (3) days of notification. The employee may be required to update personal information and to complete an employment screening process to ensure he or she is qualified to return to work.

SECTION 5. Any recalled employee who fails to respond within three (3) days after notification, or fails to comply with these conditions, or fails without an excuse the City regards as reasonable to report for work, shall be considered to have abandoned his/her position.

ARTICLE (34)

HOLIDAYS

SECTION 1. Personal Holidays

Employees will receive two twenty four (24) hour days, of personal holiday time per year. At least one 24 hour personal holiday must be taken prior to July 1st of each year. If this day is not taken, then the day will be forfeited. These personal holidays may be taken up to but no later than December 31st of each year. Approval must be granted by the Fire Chief or his/her designee. Such approval shall not be unreasonably withheld.

However, in the first year of employment individuals who start working during the month of January, February and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year.

SECTION 2. Holiday Pay

Effective upon ratification of this Agreement, all bargaining unit members shall be paid twelve (12) hours holiday pay at the overtime rate of time-and-one-half their regular rate of pay for New Year's Day; Martin Luther King Jr. Day, Memorial Day; Juneteenth, July 4th; Labor Day; Veteran's Day; Thanksgiving Day, the Day After Thanksgiving; and Christmas Day.

SECTION 3. Anniversary Personal Holiday (PH)

Employees shall receive 24 hours of anniversary holiday personal leave for the completion of each five years of service to the City during their career. Anniversary PH hours shall be awarded in the employee's fifth year anniversary month. Anniversary PH hours must be used within 12 months of being earned.

ARTICLE (35)

VACATION SCHEDULE

ANNUAL SELECTION

SECTION 1. Each month will be segmented into two vacation periods, each containing six vacation slots being five shifts in length (approximately two weeks). There may be two (2) Fire Captains, or two (2) Fire Lieutenants or one (1) of each rank; and two (2) Lieutenants or two (2) Firefighters per watch on vacation during each vacation slot at the same time.

SECTION 2. The selection process will be as follows: Employees within each watch will choose their first vacation by rank. Fire Captains, will choose by seniority in rank, followed by Lieutenants and then Professional Firefighters. Within each rank, selection will be made by seniority in rank. Fire Captains and Fire Lieutenants on the same watch, stationed at single truck stations, may not choose coinciding vacation slots, except with approval; of the Battalion Chief.

After all employees have made their first selection, employees shall choose their second and third vacation under the same terms and conditions of the first selection.

REMAINING VACATION SELECTION

SECTION 3. After all first, second and third selections have been completed; if there are available remaining open vacation slots of the initial six that were available daily, employees shall be permitted to take PTO as vacation leave on a day-by-day and first-come, first-approved basis with approval of the Battalion Chief provided the request is made to the Battalion Chief not later than 7:00am the morning of the shift for which the employee requests to utilize the leave.

For purposes of this Article, employees on other forms of leave (i.e. funeral leave, administrative leave, union leave, pension school leave, PTO as sick leave, personal holiday, anniversary personal holiday, special assignment, workers compensation leave, military leave or, leave of absence etc.) shall not be counted against the six available daily slots that are available for bargaining unit members to utilize PTO as vacation.

ARTICLE (36)

LEAVE PROGRAMS

SECTION 1. Personal Time Off -Leaves of Absence.

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

(1) Employee responsibility.

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

a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the City Clinic stating:

- 1) The nature of illness or injury;
- 2) That the employee was incapacitated for work for the duration of his absence;
- 3) The employee is physically able to return to work and perform his duties;
- 4) That the employee has no contagious disease, which would jeopardize the health of other employees.

b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the City Clinic concerning any illness or injury beginning with the first day of absence.

c. If an employee is absent and an excuse is felt necessary, the Fire Chief or designee may request the City Nurse to verify the reason for absence.

(2) Record keeping.

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

(3) Accrual of time.

Employees covered by this agreement will be credited thirty eight (38) hours personal time off for each month of service.

(4) Separation from service.

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid the balance of their accrued PTO, but such pay shall not exceed the maximum of seven hundred twenty (720) hours. In no case shall an employee be paid against whom disciplinary action is being taken or is otherwise leaving city employment not in good standing.

SECTION 2. Leave Sharing Program

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

a. Scope and Purpose

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

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

b. Eligibility

The employee requesting donations of leave must have:

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

c. Leave Use

Request for leave can be made for:

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

d. Leave Donation Restrictions

Employees can donate up to half the leave they have available in their PTO and Auxiliary PTO accounts. Employees may receive up to six (6) months maximum of donated leave. Donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and cannot be used retroactively.

e. Administration

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

f. Tax Treatment

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

SECTION 3. Leave Accrual

The PTO leave balances for members of the bargaining unit shall be compensated by the City from a maximum accumulation of 720 hours. Hours accumulated above 720 will not be compensated. Hours that are accumulated in excess of 720 hours per year will be transferred to an auxiliary leave account, restricted for FMLA leave use.

ARTICLE (37)
PENSIONS

SECTION 1. The Firefighters' Relief and Pension Fund shall be administered according to State Law and City Ordinance.

SECTION 2. Firefighters' Relief and Pension Fund Changes:

The Union agrees to cooperate with the City of Pensacola in making the following changes to the existing Firefighters' Relief and Pension Fund provisions as soon as practical:

OT TOWARDS PENSION

- Overtime (300 Hours): Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, all bargaining unit employees will be eligible to have up to 300 overtime hours per year (including additional regular pay) included in their pensionable income. The pensionable OT cap DOES NOT include OTA.

CALCULATION OF FINAL COMPENSATION FOR PENSION

- Those employees with 20 years or more of service as of June 10, 2015 continue with calculations of average final compensation based on best 2 out of the last 5 years.
- Those with less than 20 years of service as of June 10, 2015 will have their average final compensation for pension calculated based on best 5 out of the last 5 years.

CITY DROP PROGRAM

For purposes of this article only:

- Those employees in the DROP or entering the DROP on or before June 10, 2015 will continue to receive status quo.
- Those employees who enter the DROP AFTER June 10, 2015 will receive a 1.3% guaranteed rate of return on their DROP monies.

COLA FOR FUTURE RETIREES

Those employees participating in the DROP on or BEFORE June 10, 2015 will continue to receive status quo with respect to COLA adjustments on post-DROP retirement benefits.

- Those employees entering the DROP AFTER June 10, 2015 will be eligible to receive UP TO a maximum 2% annual COLA on their post-DROP retirement benefits (using the same formula that has always been used)
- Employees hired AFTER June 10, 2015 will be eligible to receive UP TO a maximum 1.25% COLA on their post-DROP retirement benefits (using the same formula that has always been used.)

SPOUSAL BENEFIT & SOCIAL SECURITY REPLACEMENT

- Joint and Survivor Benefit: Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, all bargaining unit employees will be eligible for a Joint and Survivor Benefit pension benefit of a 75% joint and survivor annuity.
- Remarriage of Surviving Spouse: Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, pension benefits will continue to be paid to the surviving spouse of a deceased retiree upon remarriage of the surviving spouse.

PENSION CONTRIBUTIONS

- Pension contributions for ALL employee, including those hired in the future will remain at 11%.

MILITARY BUY BACK

- The City will continue to offer an actuarially determined cost-neutral Military Buy-Back Plan that is commensurate with the Plan offered to the City's Police Officers.

All other portions of the existing Chapter 175 pension plan shall remain unchanged.

SECTION 3. The Officers of Local 707 will cooperate with the City's representatives in meeting with members of the Legislative Delegation in an effort to get the above provisions approved by the State Legislature during the 2021 State of Florida Legislative Session. This cooperation may include meetings with elected officials at their offices in and around Pensacola, meetings with elected officials at their offices in Tallahassee, drafting letters of support and seeking the assistance of Officers of the Florida Professional Firefighters in getting the necessary legislation passed during the 2021 Legislative Session.

SECTION 4. Pursuant to Florida Statute 175.351 the Firefighters' Relief and Pension Plan will provide for a 401 Deferred Contribution Plan with the Firefighters' Relief and Pension Plan. Pursuant to Florida Statute 175.351 mutual consent is required for deviations from the default rules on the uses of premium tax revenues. The Firefighters' Relief and Pension Plan states the following use of the insurance proceeds in Article VI Section 4(b). "By the net proceeds of the 1.85-percent excise or license tax levied and collected under the authority of chapter 19112, Laws of Florida, 1939, as amended, which may be imposed by the City of Pensacola upon certain insurance companies or other insurers against loss by fire and tornado on their gross receipts of premiums from holders of policies, which policies cover property within the corporation limits of such municipality, or any additional amount that may hereafter be levied and collected. This revenue shall be used first to fund the cost-of-living adjustment provision, then the benefit for seventy-five (75) percent of compensation with twenty five (25) years of service on normal pension benefits, and then any remaining amount shall be used for the remaining benefits of the plan. If the receipt of this money is not sufficient to pay all benefits of the plan, nevertheless, all benefits of the plan shall be paid." As a part of the contract both parties mutually consent to the use of insurance proceeds and any accumulated insurance proceeds balance (reflected in the Firefighters' Relief and Pension Plan actuarial valuation) as stated in this paragraph.

ARTICLE (38)

SECTION 125 PLANS

SECTION 1. The City will make available a Section 125 plan on a group basis to bargaining unit employees to the same degree that such a plan is provided to other non-managerial City employees.

SECTION 2. The City reserves the right to terminate or alter provisions of the Section 125 plan or any part thereof for unit members on the same terms as all other City employees, but agrees to provide the Union notice and an opportunity for the Union to request and participate in impact bargaining before the change is made.

SECTION 3. The wages of employees for pension contributions and pension benefit purposes will be based on the gross wages, before the Section 125 redirection.

SECTION 4. Nothing herein, or in the Section 125 plan, except requirements established by the Internal Revenue Service governing the administration of such plans, shall affect the provisions for Health and Life Insurance under Article XV.

SECTION 5. If the City implements a Retirement Health Savings Plan during the life of this contract the collective bargaining members will be eligible at implementation date.

ARTICLE (39)

DEFERRED COMPENSATION

SECTION 1. Bargaining unit members will be eligible to participate in the deferred compensation program, as established under Article IV Deferred Compensation Plan, Division 1. "For Non-Social Security Participants employed since January 1, 1960" of the Pensacola Code, as it conforms to Section 457 of the U.S. Internal Revenue Code, provided that the City will make no contributions to the deferred compensation account of any employee participating under this plan.

SECTION 2. Any employee under this collective bargaining agreement will be allowed to enter the plan at each annual enrollment period.

ARTICLE (40)

BENEFIT MEETINGS

SECTION 1. Upon request of the Union, representatives of the Human Resource Department will have the opportunity to meet with bargaining unit members to explain to them the provisions of the benefit programs adopted by this bargaining agreement. The times and places for these presentations will be scheduled in coordination with the Fire Chief during scheduled work hours.

ARTICLE (41)

FAMILY LEAVE

The City will comply with the Family Medical Leave Act. The Fire Chief will work closely with the Chief Human Resources Director, on a case-by-case basis, to determine if a reasonable amount of additional time beyond FMLA benefits is justified to allow the employee to return to full duty work.

ARTICLE (42)

RESERVED

ARTICLE (43)

IAFF ACTIVITIES

The Employer will grant three hundred (300) hours annually for use as IAFF Pool Time. Members of the bargaining team may arrange swaps for any hours above the three hundred (300) hours. This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at IAFF functions. Approval of such time shall be authorized by the IAFF President, Vice-President, Treasurer, or Secretary. Time will be charged in increments of one (1) hour. The IAFF may rollover not more than a total of three hundred (300) unused hours to subsequent contract. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

ARTICLE (44)

PRINTING OF AGREEMENT

The City will furnish one (1) copy of the final signed and fully executed agreement following ratification by the City Council to the Union.

ARTICLE (45)

ANNUAL MEETING

The Union Executive Board shall meet on an annual basis for a maximum of one (1) hour, during the first 10 days of August each year with the City Administrator and the Chief Human Resources Director to discuss issues that may benefit both the City and the collective bargaining unit.

ARTICLE (46)

EMPLOYMENT OF RELATIVES

The purpose of this policy is to allow all candidates an equal opportunity for employment and advancement with the City of Pensacola, while prohibiting favoritism and avoiding conflicts of interest regarding relatives of employees.

Definition:

Relatives are defined as: father, mother, son, daughter, brother, sister, uncle, aunt, grandparent, grandchild, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or registered domestic partner and their family as defined in Article 25.

Prohibited Relationships

1. Appointing authorities may not appoint, employ, promote, transfer, or advance any relative in or to a position where the appointing authority exercises jurisdiction or control.
2. The appointment, employment, promotion, advancement, or transfer of a relative into any division, activity, or section is prohibited if the action creates a relationship where a relative would supervise (directly or indirectly), make or influence personnel decisions concerning a relative, or creates a conflict of interest or the appearance of a conflict of interest. Prior to relatives being employed in the same career ladder or series, one must be enrolled in the city's Deferred Retirement Option Plan (DROP).

This rule does not prohibit continued employment of employees becoming relatives by marriage while working in the same division, activity, or section, so long as a prohibited relationship is not created.

Appointment, employment, promotion, advancement, or transfer of relatives within a division, activity, or section must be specifically authorized by the City Administrator.

ARTICLE (47)
DRUG FREE WORKPLACE

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

Testing to be included in this provision includes the following situations:

1. Pre-hire testing of all new safety sensitive employees.
2. Testing of active safety sensitive employees randomly as directed by the City Clinic. Lists are to be produced monthly and shall include all "certified" personnel in the fire department from the rank of Fire Chief and below. Lists will be generated and managed through the City's third party testing center. Random lists are not to include more than 5% of the total number of active participants in the fire department at the time of the list generation.
3. Routine fitness for duty tests as directed by the City Clinic.
4. Reasonable suspicion testing in accordance with the City's Drug Free Workplace policy in effect on the date of ratification of this agreement.
5. Post-accident. Any employee of the collective bargaining unit involved in an accident while at work. This includes both accidents that result in personal injury as well as any accidents that occur while the employee is driving a City vehicle. The employee should contact their supervisor or the City Clinic immediately following an accident to make sure required alcohol and drug testing procedures are followed.
6. Return-to-duty and follow-up testing in accordance with the City's Drug Free Workplace Policy.

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

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

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

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute immediately and/or as soon as possible based on the factors involved in the situation but to be reported PRIOR to the employee returning to work.

All provisions contained in the City's Drug Free Workplace and Vehicle Use Policies (in effect on the date of the ratification of this Agreement) are incorporated in this Article unless specifically addressed herein.

ARTICLE (48)

SAFETY COMMITTEE

The City agrees to the formation of safety committees which will conform to the requirements of Chapter 633, Florida Statutes. The committees will have the following features:

- There will be one safety committee, composed of members appointed by the Battalion Chief of each watch and a fourth member appointed by the Union.
- The function of the safety committee will be in conformance with the rules and regulation promulgated by the Division of State Marshal.
- The Fire Chief or his designee will confer with the safety committee.

ARTICLE (49)

OPEN ARTICLE

A committee to evaluate the circumstances that relate to light duty assignments and to discuss policies and procedures that apply to light duty is hereby established for the duration of this Agreement. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation.

ARTICLE (50)

CONTRACT REOPENERS

There shall be no Contract Reopeners during the term of this agreement.

ARTICLE (51)
EDUCATIONAL REIMBURSEMENT PROGRAM

SECTION 1. PURPOSE

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

SECTION 2. FUNDING LIMITS

The City shall provide bargaining unit members with a pool of money available for educational reimbursement (in accordance with this policy) that shall be capped at \$ 40,000 per fiscal year. It is understood that these funds will be available on a first come, first serve basis and there shall be no reimbursement for that fiscal year after the annual \$ 40,000 funding has been exhausted for that year.

Reimbursement will be available during each fiscal year for courses that have a COMPLETION date between October 1st and the following September 30th for that fiscal year. There shall be NO reimbursement for any courses that had a completion date prior to October 1, 2020.

SECTION 3. APPLICATION

Employees seeking educational reimbursement for completion of a certification course that is listed on the pre-authorized list must submit a copy of his or her final grades/certificate of completion within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Director for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid in full and there is a zero balance due. The employee is responsible for ensuring there is money available from the annual reimbursement allotment. Employees participating in pre-authorized training courses both acknowledge and understand that they will not be reimbursed for courses beyond the allotment of funding establish for the education reimbursement benefit. The pre-authorized list of eligible courses will be mutually agreed upon by City management and the union. Courses will not be added or removed without mutual consent of the Chief Human Resources Director, the Fire Chief, and the union president.

Employees requesting educational reimbursement for courses not listed on the pre-authorized list must, prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the Fire Chief or designee for approval prior to class registration. Each course must be part of a curriculum related to an employee's present position with the City or a reasonable promotional objective as determined by the Human Resources Director. Once this determination has been made, then the approved request form (PF 202) will be submitted by the Fire Chief or designee to the Human Resources Division, before course registration commences.

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Director for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid for and there is a zero balance due.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better; however, an employee will not receive reimbursement by the City for any course for which the employee has also received reimbursement or payment from any other source.

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

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

SECTION 4. REPAYMENT OBLIGATIONS

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

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

SECTION 5. EDUCATIONAL REIMBURSEMENT BENEFITS

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

Voluntary Job-Related Courses: The City will reimburse 100% of the tuition up to the prevailing in state rates at either Pensacola State College or University of West Florida, only for any employee who voluntarily takes a course which is directly related to their job, and who attains a "C" grade or better in the approved course. The Fire Chief or his designee will be the signing authority on determining if a course is job related, along with review by the Chief Human Resources Director for reimbursement purposes.

Non-Job Related Courses: The City will reimburse 50% of tuition only for any employee who voluntarily takes a course and who attains a "C" grade or better even though that course is not job related.

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

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

SECTION 6. COMMITTEE

A committee to evaluate the tuition reimbursement program is established for the duration of this Agreement. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation

ARTICLE (52)

ENTIRE AGREEMENT

SECTION 1. This Agreement constitutes the entire agreement between the City and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If, at any time during the term of this Agreement, the parties arrive at any agreement which adds to, deletes, or waives any of the terms of the Agreement it will be reduced to writing and signed by both parties.

SECTION 2. This Contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

ARTICLE (53)

TERM OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from 12:00 a.m. October 1, 2023 through 11:59 p.m. October 1, 2026.

SECTION 2. With the exception of Article 42 herein, if no new or successor agreement has been reached by October 1, 2026 , then this Agreement will stay in effect until a new contract is ratified.

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

City Administrator

President IAFF Local 707

Date

Date

Fire Chief

Vice President IAFF Local 707

Date

Date

ATTEST:

City Clerk

THE DATE OF RATIFICATION OF THIS CONTRACT IS: _____

Final Agreement - City of Pensacola and IAFF Local 707

PENSACOLA PROFESSIONAL FIRE FIGHTERS

I.A.F.F. LOCAL 707

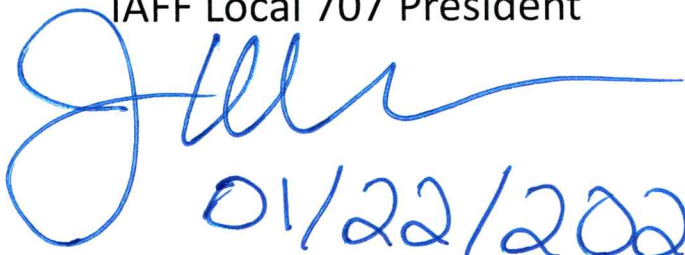
POST OFFICE BOX 10833

PENSACOLA, FLORIDA 32524

The Pensacola Professional Firefighters Local 707 voted to accept the contract on the 22nd of January 2024. We agree to the terms as stated in the contract for Fiscal Years 2024, 2025, and 2026.

Joe McCombs

IAFF Local 707 President



01/22/2024

AFFILIATED WITH: INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS ~ FLORIDA PROFESSIONAL FIREFIGHTERS



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-214

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

FIFTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP (LOT 7 AT THE COMMUNITY MARITIME PARK)

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Fifth Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcel 7 of the Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through June 30, 2024.

Also, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In October 2018, the City entered into an option agreement with Studer Properties for the exclusive right to develop and lease all of the vacant parcels at the Community Maritime Park, specifically parcels 3 through 9. In March 2020, the option agreement was extended through March 31, 2021.

In October 2020, prior to the expiration of the option agreement with Studer Properties, both parties entered into a partial assignment of the agreement with Valencia Development Corporation for parcel 7. Corresponding partial assignments were also entered into with two other development groups for the remainder of the parcels – Inspired Communities of Florida for parcels 3, 6, 8, and 9, and Silver Hills Development for parcels 4 and 5 – with the former still in effect (with the transfer of parcel 9 to North Florida Professional Baseball in 2022) and the latter being no longer valid.

In March 2021, the City approved the first addendum to Valencia's partial assignment, extending the agreement through September 30, 2021. In September 2021, the City approved the second addendum to Valencia's partial assignment, extending the agreement through

September 30, 2022. In September 2022, the City also approved the third addendum, extending the agreement through September 30, 2023. In October 2023, the City approved the fourth addendum, extending the agreement through March 30, 2024. The City and Valencia now seek to extend the term of their partial assignment for another three months through June 30, 2024 via this fifth addendum.

PRIOR ACTION:

October 1, 2018 – City enters into an Option Agreement with Studer Properties for all vacant lots in Community Maritime Park

March 26, 2020 – City approves an Addendum to the Option Agreement with Studer Properties, extending the term through March 31, 2021

October 9, 2020 – City enters into a Partial Assignment of the Option Agreement with Studer Properties and Valencia Development Corporation

March 25, 2021 – City approves the First Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through September 30, 2021

September 9, 2021 – City approves the Second Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through September 30, 2022

September 29, 2022 – City approves the Third Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through September 30, 2023

October 26, 2023 - City approved the Fourth Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through March 30, 2024

FUNDING:

N/A

FINANCIAL IMPACT:

Valencia Development Group will continue their monthly option payment per the terms of the agreement. Upon successful negotiation of the ground lease for Parcel 7, Valencia will receive a credit equal to payments made under the option agreement and its addendums.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/12/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Fifth Addendum to the Partial Assignment of Valencia Option Agreement Parcel 7 - draft

PRESENTATION: No

**FIFTH ADDENDUM TO THE
PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE
OPTION AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP**

This **FIFTH ADDENDUM TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF THE OPTION AGREEMENT** (this “**Fifth Addendum**”), dated as of April 1, 2024 (the “**Effective Date**”), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation**, 222 West Main Street, Pensacola, Florida 32502 (“**City**”), and **VALENCIA DEVELOPMENT CORPORATION, a Texas corporation**, 4400 Post Oak Parkway, Suite 2800, Houston, Texas 77027 (“**Valencia**”). City, Valencia, and their successors are each a “Party,” and collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, City and Studer Properties, LLP (“**Studer Properties**”) entered into an Option Agreement dated October 1, 2018, with an Addendum dated April 1, 2020, (collectively, the “**Studer Option Agreement**”), whereby City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park more particularly described in Exhibit A to the Option Agreement (referred to hereinafter individually as a “**Parcel**” and collectively as the “**Parcels**”) subject to terms and conditions set forth in the Studer Option Agreement; and

WHEREAS, City, Studer Properties, and Valencia entered into a Partial Assignment of the Studer Option Agreement on October 9, 2020, expiring on March 31, 2021 (the “**Valencia Option Agreement**”); and

WHEREAS, the purpose of the Valencia Option Agreement is to provide for the development of one of the Parcels in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement for Parcel 7 and entered into a First Addendum to the Valencia Option Agreement, with an effective date of April 1, 2021, and expiring on September 30, 2021; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Second Addendum to the Valencia Option Agreement, with an effective date of October 1, 2021, and expiring on September 30, 2022; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Third Addendum to the Valencia Option Agreement, with an effective date of October 1, 2022, and expiring on September 30, 2023; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Fourth Addendum to the Valencia Option Agreement, with an effective date of October 1, 2023, and expiring on March 30, 2024; and

WHEREAS, City and Valencia understand and agree that the City and Valencia will negotiate in good faith to reach the outcome of an executable ground lease agreement at the

conclusion of a new option term, if approved; and

WHEREAS, Valencia understands and agrees that approval of any renegotiated option agreement, renegotiated ground lease, and development of Parcel 7 is contingent upon the approval of the City Council in its sole and complete discretion; and

WHEREAS, City and Valencia desire to extend the term of the Valencia Option Agreement.

NOW, THEREFORE, in consideration of the payments made by Valencia pursuant to the Valencia Option Agreement and the other mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. The Option Term, as that term is used in the Studer Option Agreement and the Valencia Option Agreement, is extended for three (3) months, so that the Option Term automatically expires at midnight on June 30, 2024 unless duly extended, exercised, or sooner terminated as provided in the Valencia Option Agreement. Additionally, the Option Termination Date as that term is used in the Studer Option Agreement and the Valencia Option Agreement is modified to mean midnight on June 30, 2024.
3. No Other Revisions to the Valencia Option Agreement. Except as expressly set forth above, none of the terms and conditions of this Fifth Addendum shall be deemed to modify or amend any of the terms and conditions of the Valencia Option Agreement and its addendum(s), and the Valencia Option Agreement, as amended by this Fifth Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement Between the City of Pensacola and Studer Properties, LLP, shall remain in full force and effect during the term of this Fifth Addendum.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Mayor D.C. Reeves

Date signed: _____, 2024

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

Adam Cobb, City Attorney

Deana Stallworth, Property Lease Manager

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by D.C. Reeves, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

[Signature page to Fifth Addendum between City of Pensacola and Valencia Development Corp.]

**VALENCIA DEVELOPMENT
CORPORATION**

WITNESSES:

Print: _____

Print: _____

By: _____

Print name: _____

Its: _____

Date signed: _____, 2024

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the _____ of VALENCIA DEVELOPMENT CORPORATION, a Texas corporation, who () is personally known to me or () has produced a driver's license as identification.

[SEAL]

NOTARY PUBLIC

[Signature page to Fifth Addendum between City of Pensacola and Valencia Development Corp.]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-212

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

ADDENDUM TO OPTION AGREEMENT WITH INSPIRED COMMUNITIES OF FLORIDA LLC
FOR LOTS 4 AND 5 AT THE COMMUNITY MARITIME PARK

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Addendum to the Option Agreement with Inspired Communities of Florida LLC for the development of Lots 4 and 5 of Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through June 30, 2024. Also, 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 October 2018, the City entered into an option agreement with Studer Properties LLC for the exclusive right to develop and lease all of the vacant parcels at the Community Maritime Park, specifically parcels 3, 4, 5, 6, 7, 8, and 9. In March 2020, the option agreement was extended through March 31, 2021. In October 2020, prior to the expiration of the option agreement with Studer Properties, both parties entered into a partial assignment of the option agreement with Inspired Communities of Florida for parcels 3, 6, 8, and 9. Corresponding partial assignments were also entered into with two other development groups for the remainder of the parcels - Valencia Development Group for parcel 7 and Silver Hills Development for parcels 4 and 5, with the former still in effect and the latter parcels now under this option agreement to Inspired Communities of Florida.

After issuing a public notice requesting proposals in April 2021, City Council received presentations and ranked submittals in July 2021. After rejecting a Memorandum of Understanding with the highest ranked group at the time, Carson Lovell, in October 2021, the City then proceeded to negotiate with the next highest ranked group, Inspired Communities of Florida. In March 2022, the City and Inspired entered into an Option Agreement that gave Inspired exclusive rights to develop Parcels 4 and 5 until August 31, 2023 with the ability to extend the option for one 6-month period. Inspired exercised their extension through February

28, 2024 by making a lump sum payment of \$60,000. The City and Inspired now seek to extend this agreement via this Addendum, as negotiations proceed in good faith to the outcome of an executable ground lease.

PRIOR ACTION:

April 22, 2021 - City Council approved the issuance of public notice requesting proposals for the redevelopment of Lots 4 and 5 at the Community Maritime Park

July 12, 2021 - City Council approved the scheduling of a special meeting regarding the proposals and ranking

July 28, 2021 - City Council selected Carson Lovell as the highest ranked submitter, and allowed for negotiations to proceed with the next highest ranked submitter, Inspired Communities of Florida, if negotiations failed with Carson Lovell

October 14, 2021 - City Council rejected a Memorandum of Understanding from Carson Lovell

February 10, 2022 - City Council approved an Option Agreement with Inspired Communities of Florida

FUNDING:

N/A

FINANCIAL IMPACT:

In consideration of lapses in negotiations both prior to and subsequent to the six-month extension payment of \$60,000, no monthly payments are due during this four-month extension period. Payments will resume at normal frequency with the terms and conditions of the ground lease.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/12/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Addendum to Inspired Option Agreement for Lots 4 and 5 - draft

PRESENTATION: No

**ADDENDUM TO OPTION AGREEMENT
BETWEEN CITY OF PENSACOLA AND INSPIRED COMMUNITIES OF FLORIDA,
LLC FOR COMMUNITY MARITIME PARK
PARCELS 4 AND 5**

THIS AMENDMENT TO OPTION AGREEMENT (this “**Agreement**”), dated as of March 1, 2024 (the “**Effective Date**”), is entered into between **CITY OF PENSACOLA, a Florida municipal corporation (“Optionor”),** and **INSPIRED COMMUNITIES OF FLORIDA, LLC., a Florida limited liability corporation (“Optionee”).** Optionor, and Optionee, their successors, and assigns, are each a “**Party**,” and collectively referred to herein as the “**Parties**”.

RECITALS

WHEREAS, Optionor is the owner of those certain vacant parcels of land more particularly described on the attached **Exhibit “A”** (the “**Lots**” described in the description on Exhibit “A” are referred to hereinafter individually as a “**Parcel**”, and collectively as the “**Parcels**” or the “**Property**”); and

WHEREAS, the purpose of this Agreement is to provide for the development of the Property as a predominantly multifamily apartment project with retail space and a parking garage as more particularly described in this Agreement and the Lease Agreement (the “**Project**”) in order to spur the development of the western side of downtown in a cohesive way pursuant to and in accordance with the West Main Master Plan created by DPZ CoDesign and Speck & Associates dated November 24, 2019, including without limitation the design guidelines dated November 21, 2019 and the project report dated November 24, 2019 (collectively, the “**West Main Master Plan**”); and

WHEREAS, the City Council approved an Option Agreement between the Parties for the undeveloped Lots 4 and 5 of the Vince J. Whibbs Sr. Community Maritime Park on February 10, 2022, with said agreement dated March 1, 2022 and expiring on February 28, 2024; and

WHEREAS, both Parties have been negotiating in good faith towards the outcome of an executable ground lease on Lots 4 and 5 and now desire an extension to the term of the Option Agreement to allow more time to finalize terms.

NOW, THEREFORE, in consideration of the previous Option Payments and the other mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.

2. Option Term. The Option Term is extended an additional four (4) calendar months and one day, to automatically expire at midnight on June 30, 2024, unless duly extended, exercised, or sooner terminated as provided in the Option Agreement.

3. No Other Revisions to the Inspired Option Agreement. Except as expressly set forth above, none of the terms and conditions of this Addendum shall be deemed to modify or amend any of the terms and conditions of the Option Agreement, and the Option Agreement shall, as amended by this Addendum, remain in full force and effect during the term of this Option Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

OPTIONOR:

CITY OF PENSACOLA

a Florida municipal corporation

By:

D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Date signed: _____, 2024

Attest: _____

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

Adam Cobb, City Attorney

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2024, by D.C. Reeves, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who () is personally known to me or () has produced a driver's license as identification.

[SEAL]

NOTARY PUBLIC

OPTIONEE:

WITNESSES:

INSPIRED COMMUNITIES OF FLORIDA

Print: _____

By: _____

Print name: _____

Print: _____

Its: Managing Member _____

Date signed: _____, 2024

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2024, by _____, the managing member of INSPIRED COMMUNITIES OF FLORIDA, LLC., a Florida limited liability company, on behalf of said limited liability company, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

EXHIBIT “A”
to
ADDENDUM TO OPTION AGREEMENT
BETWEEN
CITY OF PENSACOLA AND INSPIRED COMMUNITIES OF FLORIDA, LLC

PROPERTY

The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

Lots 4 and 5 of VINCE WHIBBS SR. COMMUNITY MARITIME PARK, according to the Plat thereof as recorded in Plat Book 19, Page(s) 23 and 23A, of the Public Records of Escambia County, Florida.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-213

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

FIFTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA LLC OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP (LOTS 3, 6, AND 8 AT THE COMMUNITY MARITIME PARK)

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Fifth Addendum to the Partial Assignment to Inspired Communities of Florida LLC of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcels 3, 6, and 8 of Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through June 30, 2024. Also, 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 October 2018, the City entered into an option agreement with Studer Properties for the exclusive right to develop and lease all of the vacant parcels at the Community Maritime Park, specifically parcels 3 through 9. In March 2020, the option agreement was extended through March 31, 2021.

In October 2020, prior to the expiration of the option agreement with Studer Properties, both parties entered into a partial assignment of the agreement with Inspired Communities of Florida for the parcels 3, 6, 8, and 9. Corresponding partial assignments were also entered into with two other development groups for the remainder of the parcels – Valencia Development Corporation for parcel 7 and Silver Hills Development for parcels 4 and 5 – with the former still in effect and the latter parcels now also optioned to Inspired.

In March 2021, the City approved the first addendum to Inspired's partial assignment, extending the agreement through September 30, 2021. In September 2021, the City also approved the second addendum to Inspired's partial assignment, extending the agreement through September 30, 2022. In March 2022, Inspired agreed to relinquish their option on

parcel 9 at the request of Northwest Florida Professional Baseball via the City for the construction of enhancements to Wahoo Stadium at Community Maritime Park. In October 2022, the City also approved the third addendum to Inspired's partial assignment, extending the agreement through September 30, 2023. In October 2023, the City approved the fourth addendum to Inspired's option agreement, extending the agreement through February 29, 2024. The City and Inspired now seek to extend the term of their partial assignment for four months through June 30, 2024.

PRIOR ACTION:

October 1, 2018 – City enters into an Option Agreement with Studer Properties for all vacant lots in Community Maritime Park

March 26, 2020 – City approves an Addendum to the Option Agreement with Studer Properties, extending the term through March 31, 2021

October 9, 2020 – City enters into a Partial Assignment of the Option Agreement with Studer Properties and Inspired Communities of Florida

March 25, 2021 – City approves the First Addendum to the Partial Assignment of the Option Agreement with Inspired, extending the term through September 30, 2021

September 9, 2021 – City approves the Second Addendum to the Partial Assignment of the Option Agreement with Inspired, extending the term through September 30, 2022

October 27, 2022 – City approves the Third Addendum to the Partial Assignment of the Option Agreement with Inspired, extending the term through September 30, 2023

October 26, 2023 - City approved the Fourth Addendum to the Partial Assignment of the Option Agreement with Inspired, extending the term through February 29, 2024

FUNDING:

N/A

FINANCIAL IMPACT:

Inspired Communities of Florida will continue their monthly option payment per the terms of their agreement. Upon successful negotiation of the ground leases and development of parcels 3, 6, and 8, Inspired will receive a credit equal to payments made under the option agreement and its addendums.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/12/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Fifth Addendum to the Partial Assignment to Inspired Option Agreement Parcels 3, 6, 8 - draft

PRESENTATION: No

**FIFTH ADDENDUM TO THE
PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA, LLC OF THE
OPTION AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP**

This **FIFTH ADDENDUM TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF THE OPTION AGREEMENT** (this “**Fifth Addendum**”), dated as of March 1, 2024 (the “**Effective Date**”), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation**, 222 West Main Street, Pensacola, Florida 32502 (“**City**”), and **INSPIRED COMMUNITIES OF FLORIDA, LLC, a Florida limited liability corporation**, 223 W. Gregory Street, Pensacola, Florida 32502 (“**Inspired**”). City, Inspired, and their successors are each a “Party,” and collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, City and Studer Properties, LLP (“**Studer Properties**”) entered into an Option Agreement dated October 1, 2018, with an Addendum dated April 1, 2020 (collectively, the “**Studer Option Agreement**”), whereby City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park more particularly described in Exhibit A to the Option Agreement subject to terms and conditions set forth in the Studer Option Agreement; and

WHEREAS, City, Studer Properties and Inspired entered into a Partial Assignment of the Studer Option Agreement on October 9, 2020, for Parcels 3, 6, 8, and 9 of Community Maritime Park (referred to hereinafter individually as a “**Parcel**” and collectively as the “**Parcels**”), expiring on March 31, 2021 (the “**Inspired Option Agreement**”); and

WHEREAS, the purpose of the Inspired Option Agreement is to provide for the development of one of the Parcels in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way; and

WHEREAS, City and Inspired extended the term of the Inspired Option Agreement to September 30, 2021, pursuant to a First Addendum; and further extended the term of the Inspired Option Agreement to September 30, 2022, pursuant to a Second Addendum; and

WHEREAS, Inspired relinquished its option on Parcel 9 in March 2022, which reduced its payment from \$2,738.21 to \$2,426.81; and

WHEREAS, City and Inspired extended the term of the Inspired Option Agreement to November 14, 2023, pursuant a Third Addendum; and further extended the term of the Inspired Option Agreement to February 29, 2024, pursuant to a Fourth Addendum; and

WHEREAS, City and Inspired understand and agree that during the extension provided for hereinbelow the City and Inspired will negotiate in good faith to reach the outcome of an executable ground lease agreement prior to the conclusion of the extended option term as hereinafter provided; and

WHEREAS, Inspired understands and agrees that approval of any ground lease and development of Parcels 3, 6, and 8 are contingent upon the approval of the City Council in its sole and absolute discretion; and

WHEREAS, City and Inspired desire to extend the term of the Inspired Option Agreement upon the terms and subject to the conditions set forth in this Fifth Addendum.

NOW, THEREFORE, in consideration of the payments made by Inspired pursuant to the Inspired Option Agreement and the other mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. The Option Term, as that term is used in the Inspired Option Agreement, is extended to midnight on June 30, 2024, unless duly extended, exercised, or sooner terminated as provided in the Inspired Option Agreement as amended. Additionally, the Option Termination Date as that term is used in the Studer Option Agreement and the Inspired Option Agreement is modified to mean midnight on June 30, 2024. In the event that a written agreement has not been reached between the parties prior to June 30, 2024, then either party shall have the option of further extending the Option Term for an additional thirty-one (31) day period, upon delivery of written notice of such election to the other party on or before June 30, 2024. In such event, the Option Term shall automatically be extended until July 31, 2024.
3. Termination for Convenience. Inspired may terminate the Inspired Option Assignment for convenience at any time prior to the expiration of the Inspired Option Agreement on June 30, 2024 by providing 30 days' written notice to the City. Upon receipt of such notice of termination, Inspired shall be relieved of all rights and responsibilities, as of the date of termination, under the Inspired Option Assignment and shall have no further interest, other than the agreement responsibilities prior to termination, in the Property or the Inspired Option Assignment to which it pertains. The City shall be responsible for recording a Termination of Partial Assignment in the official records of Escambia County, Florida.
4. No Other Revisions to the Inspired Option Agreement. Except as expressly set forth above, none of the terms and conditions of this Fifth Addendum shall be deemed to modify or amend any of the terms and conditions of the Inspired Option Agreement and its prior addendum(s), and the Inspired Option Agreement, as amended by this Fifth Addendum to the Partial Assignment to Inspired Development Corporation of the Option Agreement Between the City of Pensacola and Studer Properties, LLP, shall remain in full force and effect during the term of this Fifth Addendum.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Mayor D.C. Reeves

Date signed: _____, 2024

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name:_____

Print Name:_____

Legal in form and valid as drawn:

Approved as to content:

By: _____
Adam Cobb, City Attorney

Deana Stallworth, Property Lease Manager

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2024, by D.C. Reeves, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

[Signature page to Fifth Addendum between City of Pensacola and Inspired Communities of FL, LLC]

INSPIRED COMMUNITIES OF FLORIDA, LLC

Print: _____

By: _____

Print Name: _____

Print: _____

Its: _____

Date signed: _____, 2024

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2024, by _____, the _____ of INSPIRED COMMUNITIES OF FLORIDA, LLC, a Florida limited liability company, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

[Signature page to Fifth Addendum between City of Pensacola and Inspired Communities of FL, LLC]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-153

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Teniadè Broughton

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE
BROUGHTON - DISTRICT 5

RECOMMENDATION:

That City Council approve funding of \$500 to Gallery Night Pensacola, \$500 to the East Pensacola Student Athlete Program and \$500 to the James B. Washington Northwest Florida Community Outreach from the City Council Discretionary Funds for District 5.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Gallery Night Pensacola is a nonprofit organization with a dedicated goal of inspiring culture, engagement and the practice of arts of all types in an entertaining event for all ages and walks of life. The mission of Gallery Night Pensacola is to create an engaging event that takes the "Arts to the Streets" where the local community and out-of-town visitors can connect with the unique culture of Pensacola. Their monthly events focus on specific themes, highlight featured artists and recruit the best creators our area has to offer. On March 15, 2024, Gallery Night will host "Dancin' in the Streets", highlighting the art of dance with numerous dance zones plus a Dance-Off local dance competition, and on April 19, 2024, Gallery Night will host "Earth Day" that will feature sustainable art, vintage goods, education on eco-friendly lifestyles and more. Funding will offset the costs associated with these events.

The East Pensacola Student Athlete Program is a Florida nonprofit corporation that provides remedial education and athletic opportunities to underprivileged and disadvantaged youth in the Greater Pensacola community. The goal of programs offered by them are to engage local youth and support their participation in activities that will prevent juvenile delinquency, dependency, school dropout, teenage pregnancy and will further promote their continued education and good citizenship. Funding will be used towards the installation of a hydration

system to allow for sufficient hydration of the athletes during practices and games.

The mission of James B. Washington Education and Sports is to serve underprivileged youth through education, sports and activities to improve and enhance our community. They incentivize youth with a unique model that rewards responsibility and success in the classroom. Children are given opportunities to play on basketball teams, participate in art programs, take field trips and learn life skills through achievement and accomplishment. Funding will be used towards their mission.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 7,857	FY 2024 District 5 Discretionary Funds Balance
Actual:	\$ 500	Gallery Night Pensacola
	500	East Pensacola Student Athlete Program
	<u>500</u>	James B. Washington Education and Sports
	<u>\$ 1,500</u>	

FINANCIAL IMPACT:

A balance of \$7,857 is currently available within the District 5 Discretionary Fund Account for FY 2024. Upon approval by City Council, a balance of \$6,357 will remain in the District 5 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-163

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Charles Bare

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

RECOMMENDATION:

That City Council approve funding of \$1,000 to the Escambia County Public School Foundation for Excellence for the Washington High School Drama Program, \$1,000 to FavorHouse of Northwest Florida, \$1,000 to the Rally! Foundation for Childhood Cancer Research and \$1,000 to the James B. Washington Education and Sports Foundation from the City Council Discretionary Funds for District 2.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Established in 1986, the Escambia County Public Schools Foundation for Excellence is recognized as the district-wide education foundation for public schools in Escambia County.

They work collaboratively with school leaders to determine how and where private-sector investment and volunteer involvement can have the greatest impact on student success. Acting as the fiscal agent for the Washington High School Drama Program, the funds will be used to help offset costs associated with a student from Washington High School competing in the 2024 Florida Senior Thespian State Festival. This festival provides the opportunity for students to participate in a variety of workshops, one-act performances, classes, and technical theater events. The festival is an educational event for high school students and will be held in Tampa, Florida on March 13 - 16, 2024.

In 1976, a task force was formed to study the housing needs of women in Northwest Florida.

From that study, it was apparent there was no housing available for victims of spouse abuse and their children. To address that need the Task Force on Spouse Abuse was formed under the guidance of the YWCA. In June 1979, the Spouse Abuse Task Force became the Favor

(Family Anti-Violence in Organized Response) House Advisory Council, a program of the YWCA. During that year, funding became available from the Marriage License Trust Fund.

Today, FavorHouse is the designated program recipient for funds in District I, and they are continuously working to prevent domestic violence in our community by spreading awareness and focus on teens and young adults to set healthy boundaries and speak out against abuse. Funding will be used towards the support of their mission.

Rally! Foundation for Childhood Cancer Research in Pensacola was formed in 2015 and is located in the Bear Family Foundation Pediatric Oncology Center for Hope inside Studer Family Children's Hospital at Ascension Sacred Heart to serve families all across the Florida panhandle and into southern Alabama. Through donors, community partners, special events and schools Rally Pensacola works to raise awareness, support families with kids fighting cancer and raise funds for childhood cancer research. Collectively, this allows for additional resources to stay local, providing families in the Pensacola Community the ability to receive assisted funding through the Rally Pensacola Family Emergency Fund. Funding will be for general support of their mission.

The mission of James B. Washington Education and Sports is to serve underprivileged youth through education, sports and activities to improve and enhance our community. They incentivize youth with a unique model that rewards responsibility and success in the classroom. Children are given opportunities to play on basketball teams, participate in art programs, take field trips and learn life skills through achievement and accomplishment. Funding will be used towards their mission.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 19,377	FY 2024 District 2 Discretionary Funds
Actual:	\$ 1,000	Escambia County Public Schools Foundation for Excellence
	1,000	FavorHouse of North West Florida
	1,000	Rally! Foundation
	<u>1,000</u>	James B. Washington Education and Sports
	<u>\$ 4,000</u>	

FINANCIAL IMPACT:

A balance of \$19,377 is currently within the District 2 Discretionary Fund Account FY 2024.

Upon approval by City Council, a balance of \$15,377 will remain in the District 2 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-203

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Vice President Jared Moore

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT JARED MOORE - DISTRICT 4

RECOMMENDATION:

That City Council approve funding of \$1,500 to Ciclovía Pensacola from the City Council Discretionary Funds for District 4. Funding will be contingent on the proposed use of funding taking place within District 4 and upon the successful vetting through the administration and parks & recreation as appropriate.

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.

Ciclovía originated in Bogotá, Colombia in the 1970s and took off around the world in the 1990s. Pensacola joined the movement in 2017 with their very first Ciclovía! This event closes major streets in Pensacola to motorized traffic and opens them up for people to ride bikes, walk, run, play, or whatever moves them. Ciclovía Pensacola is a grassroots movement made up of volunteers and a diverse range of public, private and nonprofit stakeholders. One of their newest endeavors is to install a number of disc golf test holes in City Parks. Funding will be used to purchase and have three holes installed at Pintado Park to provide newly accessible play space throughout Pensacola.

This funding will be contingent upon the usage taking place within District 4 and upon the successful vetting of the project through the administration and parks & recreation as appropriate.

PRIOR ACTION:

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

Discretionary Fund Policy.

FUNDING:

Budget: \$ 12,704 FY 2024 District 4 Discretionary Funds

Actual: \$ 1,500 Ciclovía Pensacola

FINANCIAL IMPACT:

A balance of \$12,704 is currently within the District 4 Discretionary Fund Account. Upon approval by City Council, a balance of \$11,204 will remain in the District 4 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-204

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$1,500 to Ciclovía Pensacola and \$1,650 for the refurbishment to the Gaberonne and Lavallet historical markers from the City Council Discretionary Funds for District 3. Funding for Ciclovía Pensacola will be contingent on the proposed use of funding taking place within District 3 and upon the successful vetting through the administration and park & recreation as appropriate.

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.

Ciclovía originated in Bogotá, Colombia in the 1970s and took off around the world in the 1990s. Pensacola joined the movement in 2017 with their very first Ciclovía! This event closes major streets in Pensacola to motorized traffic and opens them up for people to ride bikes, walk, run, play, or whatever moves them. Ciclovía Pensacola is a grassroots movement made up of volunteers and a diverse range of public, private and nonprofit stakeholders. One of their newest endeavors is to install a number of disc golf test holes in City Parks. Funding will be used to purchase and have three holes installed at Mallory Park #2 at 3600 Goya Drive to provide newly accessible play space throughout Pensacola.

The historical marker program is designed to raise public awareness of Florida's rich cultural history and to enhance the enjoyment of our historic sites by citizens and tourists. These markers allow us to tell the stories of the places and people who created the Florida that we all enjoy today, by identifying the churches, schools, archaeological sites, battlefields and homes that represent our past. There are two such historical markers within District 3 that are in need of refurbishment, one in the Gaberonne Subdivision and one in the Lavallet Subdivision.

Geographically, the neighborhood(s) rests in an east/west fashion. Lavallet originally had one entrance on Old Spanish Trail about halfway between Summit Blvd. and Langley Rd.

Gaberonne had one entrance as well, located on Scenic Highway just south of the old brick chimney where Langley ends. While they are technically two neighborhoods, they began as one plantation. The history of these two developments starts with the French. A marker on the road in the neighborhood says: Site of plantation La Punta Gabaron owned 1814-1849 by Carlos Lavalle, born in 1772 to French parents in Mobile, Alabama. After the Redcoats were routed in Pensacola in 1781, his mother brought the family to Spanish Pensacola. Carlos became a contractor, brick maker, and a leading citizen. He raised a family here, four children with Marianna Bonifay and witnessed Andrew Jackson's assaults of 1814 and 1818, the flag change in 1821, and statehood in 1845. The plantation was sold to Francisco Moreno in the 1850's.

The funding for Ciclovía Pensacola will be contingent upon the usage taking place within District 3 and upon the successful vetting of the project through the administration and parks & recreation as appropriate.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 17,767 FY 2024 District 3 Discretionary Funds
Actual:	\$ 1,500 Ciclovía Pensacola
	<u>1,650</u> Historic Markers-Gaberonne/Lavallet
	<u>\$ 3,150</u>

FINANCIAL IMPACT:

A balance of \$16,767 is currently within the District 3 Discretionary Fund Account. Upon approval by City Council, a balance of \$13,617 will remain in the District 3 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-143

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AIRPORT - AWARD OF CONTRACT TO ROY ANDERSON CORPORATION FOR RFP NO. 23-039 FOR DESIGN-BUILDER FOR PROJECT TITAN - ELEMENT 2 AT PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council approve the ranking of the selection committee and award a contract to Roy Anderson Corporation for Request for Proposals (RFP) No. 23-039 Design-Builder for Project Titan, Element 2 in the amount of \$75,909,000.00 plus a 10% contingency in the amount of \$7,590,900.00 for a total authorization of \$83,499,900.00. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this contract, consistent with the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City is moving into its final build-out of the planned hangars located at the commercial aircraft maintenance, repair, and overhaul (MRO) campus at Pensacola International Airport.

The first phase of the campus, known as Project Stallion, consisted of one MRO hangar along with all necessary aprons and roadways. Hangar 1 achieved completion in the summer of 2018.

The second phase of the MRO campus, known as Project Titan, was broken into two elements. Element 1 was the construction of the second MRO hangar along with all necessary aircraft aprons and roadways. Element 1 achieved substantial completion at the end of calendar year 2022. Element 2 is the planned construction of two additional hangars (or some form thereof) along with all necessary aircraft aprons and roadways. Element 2 is further divided into three separate packages: site work, taxiway/apron, and vertical work. Site work for Element 2 began at the end of calendar year 2023.

The City issued RFP No. 23-039 for Design-Builder for Project Titan - Element 2 on December 28, 2023. A selection committee was formed to review the written RFP responses, short list firms for oral presentations, receive the oral presentations, rank the firms, and provide a

recommendation for award of contract to the top ranked firm. The committee was comprised of City employees Erica Grancagnolo, Brad Hinote, Ken Ibold and Clark Merritt. The committee heard oral presentations from Roy Anderson Corporation and Wharton-Smith, Inc. Following oral presentations, the committee ranked the firms and designated Roy Anderson Corporation as the top ranked and most qualified firm responding to the RFP.

Funding for the design-builder for Project Titan - Element 2 is available in the construction line item under Element 2.

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 with 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.

December 15, 2022 - City Council approved Amendment No. 1 of the Interlocal Agreement between the City of Pensacola and Emerald Coast Regional Planning Council extending the Interlocal through the term of the grant.

May 25, 2023 - City Council approved the award of Project Titan Hangar 2 Parking Lot Modifications to Gulf Beach Construction and authorized the Mayor to execute and administer the contract.

August 17, 2023 - City Council approved the award of Project Titan Element 2 Site Preparation Project to HG Construction Development & Investment, Inc.

FUNDING:

FUNDING:

Budget:

\$ 35,000,000	VT MAE
14,000,000	Governor's Job Growth
48,000,000	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
\$ 210,125,000

Actual: Element 1

\$ 2,371,801 Design
277,645 Design Development Services
1,812,640 Contract Administration Services
120,560 Cost Estimating Services
3,340,999 FAA Project Funding
2,595,204 Professional Services
15,438,639 Owner Direct Purchases
36,166,135 Construction Manager at Risk
117,562 Parking Lot Modifications
128,319 Miscellaneous (permit fees, eng. alloc., misc.)
930,496 Contingency
\$ 63,300,000 Sub-Total Element 1

Element 2

\$ 5,525,000 Design
5,500,000 Construction Administration Services
403,120 Contract Management Services
300,000 Facility Commissioning
879,927 Geotech and Environmental Assessment
1,496,880 Professional Services
650,000 Bridge Financing
3,375,000 Owners Contingency
128,695,073 Construction
\$ 146,825,000 Sub-Total Element 2
\$ 210,125,000 TOTAL FUNDING

FINANCIAL IMPACT:

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. The total project cost is being funded by a combination of VT MAE investment, state grants, federal grants, and local funds, as detailed above under "Funding". Funding for the design-builder work is available in the construction line item under Element 2.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/9/2024

STAFF CONTACT:

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

ATTACHMENTS:

1. 23-039 Notice of Intent to Award
2. 23-039 Proposal Tabulations
3. 23-039 Final Vendor Reference List

PRESENTATION: No



TO: Respondents to RFP No. 23-039 (Design-Builder for Project Titan – Element 2 at Pensacola International Airport)

FROM: Dedria Lunderman, Purchasing Manager

DATE: January 25, 2024

SUBJ: Notice of Intent to Award

The City of Pensacola intends to award the contract to Roy Anderson Corp, as indicated on the attached ranking matrix. Thank you for your interest in the City's project. This notice serves as the City's notice of intent to award.

Protest of the intent to award must be in writing and received in the Purchasing Office within five business days, no later than 10:00 A.M. on February 1, 2024. Protest must delivered to:

Dedria Lunderman
Purchasing Manager
City Hall, 6th floor
222 West Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

A detailed explanation of the protest must specify each and every one of the grounds asserted for the protest. It must be signed by an individual authorized to represent the bidder, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

We hope that you will be able to participate in future opportunities with the City.

cc: Ken Ibold, Assistant Director – Planning & Engineering, Pensacola International Airport, City of Pensacola

RFQ NO. 23-039

Design Builder for Project Titan - Element 2
At Pensacola International Airport

Selection Committee Meeting (01/16/24)

	Submitter	
Price Evaluation	Roy Anderson	Wharton Smith
Budget \$105 million	185	185
Price Score	185	185

	Submitter	
Interview Evaluator	Roy Anderson	Wharton Smith
Grancagnolo	70	100
Hinote	70	100
Ibold	100	70
Merritt	100	70
Interview Score	340	340

	Submitter	
Technical Proposal Evaluator	Roy Anderson	Wharton Smith
Grancagnolo	86	81
Hinote	82	86
Ibold	87	85
Merritt	74	50
Interview Score	329	302
Total Score	854	827

Motion: Merritt

That the Mayor recommend to City Council that Roy Anderson be selected as the Design-Build firm for Project Titan Element 2

Second: Hinote

Vote: 4-0

TABULATION OF QUALIFICATIONS

RFP NO.: 23-039

TITLE: DESIGN-BUILDER FOR PROJECT TITAN – ELEMENT 2
AT PENSACOLA INTERNATIONAL AIRPORT

SUBMITTALS DUE:

12/15/2023, 2:30 P.M.

DEPARTMENT:

Airport

Roy Anderson Corp "A Mississippi Corporation"

Robert Fullington, President

P. O. Box 2

Gulfport, MS 39502

228-896-4000

Fax: 228-896-4011

robert.fullington@rac.com

Wharton-Smith, Inc.

Darin Crafton, COO, Commercial

750 Monroe Road

Sanford, FL 32771

407-321-8410

Fax: 407-321-4368

dcrafton@whartonsmith.com

DRAFT

Submittal Due Date: 12/15/23

RFP No.: 23-039

FINAL VENDOR REFERENCE LIST
DESIGN-BUILDER FOR PROJECT TITAN - ELEMENT 2 AT PENSACOLA INTERNATIONAL AIRPORT
AIRPORT

Vendor : Name	Address	City	St	Zip	SMWBE
05199 AECOM USA	2202 N WEST SHORE BLVD	TAMPA	FL	33607	
04208 ARCHER WESTERN CONTRACTORS	4343 ANCHOR PLAZA PKWY. 155	TAMPA	FL	33634	
04909 ARCHITECTURAL AFFAIRS INC	105 EAST DESOTO STREET	PENSACOLA	FL	32501	
08253 ARORA ENGINEERS	400 CARILLON PKWY SUITE 100	ST PETERSBURG	FL	33716	
07019 ASSOCIATED SPACE DESIGN DBA ASD/SKY	4810 WEST NINE MILE ROAD	PENSACOLA	FL	32526	
02697 ATKINS NORTH AMERICA INC	P O BOX 409357	ATLANTA	GA	30384	
02242 AVCON INC	5555 E MICHIGAN ST SUITE 200	ORLANDO	FL	32822	
07992 B & A ARCHITECTURAL GROUP, INC	4030 ARBUTUS DRIVE	PENSACOLA	FL	32504	Y
04544 B L HARBERT INTERNATIONAL	820 SHADES CREEK PKWY	BIRMINGHAM	AL	35209	
00037 BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	
03580 BAY DESIGN ASSOCIATES ARCHITECTS	720 BAYFRONT PARKWAY	PENSACOLA	FL	32502	Y
05551 BRASFIELD & GORRIE	P O BOX 11407	BIRMINGHAM	AL	35246	
06582 BRPH ARCHITECTS-ENGINEERS INC	5700 N HARBOR CITY BLVD	MELBOURNE	FL	32940	
00005 BULLOCK-TICE ASSOCIATES	909 EAST CERVANTES ST	PENSACOLA	FL	32501	
03463 BURNS & MCDONNELL ENGINEERING COMPANY INC	9400 WARD PARKWAY	KANSAS CITY	MO	64114	
08455 C&S ENGINEERS	605 E ROBINSON ST SUITE 210	ORLANDO	FL	32801	
00303 CALDWELL ASSOCTES ARCHTCTS INC	116 NORTH TARRAGONA ST	PENSACOLA	FL	32502	Y
08455 CLAY CORP	2675 PACES FERRY ROAD	ATLANTA	GA	30339	
08253 CMTS CONSTRUCTION MGMT SVCS DBA CMTS LLC	8837 GOODBY'S EXECUTV DR	JACKSONVILLE	FL	32217	
08457 CREATIVE CONCEPTS CONST CO DBA C4 HANGARS & INDUSTRIAL DOORS	22833 BOTHELL EVERETT HWY	BOTHELL	WA	98021	
08732 DABICO AIRPORT SOLUTIONS	5740 DECATUR BLVD	INDIANAPOLIS	IN	46241	
02600 DAG ARCHITECTS INC	1223 AIRPORT ROAD	DESTIN	FL	32541	
05713 DALRYMPLE SALLIS ARCHITECTURE LLC	213 S BAYLEN STREET	PENSACOLA	FL	32502	
08456 EXP	400 NORTH TAMPA ST STE 1650	TAMPA	FL	33602	
02420 FABRE ENGINEERING INC DBA FABRE ENGINEERING & SURVEYING	119 GREGORY SQUARE	PENSACOLA	FL	32502	Y
04095 FITZPATRICK, DAVID W PE, PA	10250 N PALAFOX STREET	PENSACOLA	FL	32534	
074355 GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
05723 GARVER	4701 NORTHSORE DRIVE	N LITTLE ROCK	AR	72118	
06582 GHAFARI ASSOCIATES LLC	122 S MICHIGAN AVE STE 1500	CHICAGO	IL	60603	
08381 GOODWYN MILLS CAWOOD LLC	2660 EASTCHASE LANE	MONTGOMERY	AL	36117	
00428 GREENHUT CONSTRUCTION COMPANY	23 SOUTH A STREET	PENSACOLA	FL	32501	
02431 GRESHAM SMITH & PARTNERS	P O BOX 440029	NASHVILLE	TN	37244	
01863 GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE STE 201	PENSACOLA	FL	32501	Y
074827 GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
01976 HEFFERNAN HOLLAND MORGAN ARCHITECT PA	312 S ALCANIZ ST	PENSACOLA	FL	32501	
08456 HENSEL PHELPS	420 SIXTH AVENUE80631	GREELEY	CO	80631	
04563 HERNANDEZ CALHOUN DESIGN INTL	420 NORTH PALAFOX STREET	PENSACOLA	FL	32501	Y

Submittal Due Date: 12/15/23

RFP No.: 23-039

FINAL VENDOR REFERENCE LIST
DESIGN-BUILDER FOR PROJECT TITAN - ELEMENT 2 AT PENSACOLA INTERNATIONAL AIRPORT
AIRPORT

Vendor : Name	Address	City	St	Zip	SMWBE
08253 HPM LEADERSHIP	2203 PERIMETER ROAD	MOBILE	AL	36602	
07887 INDEPENDENCE EXCAVATING INC	5720 SCHAAF ROAD	INDEPENDENCE	OH	44131	
04150 INTERTEK PSI	175 SOUTH A STREET	PENSACOLA	FL	32501	
08456 J A WATTS INC	940 W ADAMS SUITE 400	CHICAGO	IL	60607	
05464 JERRY PATE DESIGN INC	301 SCHUBERT DRIVE	PENSACOLA	FL	32504	Y
04386 KUNZE JR, CHARLES EDWARD	25 W CEDAR STE 214	PENSACOLA	FL	32502	
08407 LAGAN CONSTRUCTION LLC	22375 BRODERICK DRIVE	STERLING	VA	20166	
08456 LUIS VIDAL + ARCHITECTS	1200 BRICKELL AVE SUITE 210	MIAMI	FL	33131	
05940 MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
08456 MANHATTAN CONSTRUCTION COMPANY	3705-1 WESTVIEW DRIVE	NAPLES	FL	34104	
08456 MCFARLAND JOHNSON	1900 S HARBOR CITY BLVD	MELBOURNE	FL	32901	
08456 MEAD HUNT	2203 N LOIS AVENUE SUITE 225	TAMPA	FL	33607	
03670 MOTT MACDONALD FLORIDA	P O BOX 358061	PITTSBURG	PA	15251	
08106 MULLINS LLC	41 N JEFFERSON ST	PENSACOLA	FL	32502	
060344 PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
08456 PERSONS SERVICES CORP	4474 HALLS MILL RD	MOBILE	AL	36693	
06421 POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
08253 POND CO	9 DAUPHIN STREET SUITE 200	MOBILE	AL	36602	
06582 PRIME AE GROUP INC	2510 WEST CERVANTES ST	PENSACOLA	FL	32505	
01726 QUINA GRUNDHOEFER ARCHITECTS	400 WEST ROMANA STREET	PENSACOLA	FL	32502	Y
06911 RJH & ASSOCIATES INC	215 GRAND BLVD STE 102	MIRAMAR BCH	FL	32550	Y
03316 ROY ANDERSON CORP	PO BOX 2	GULFPORT	MS	39502	
08456 RUDOLPH & SLETTEN	2 CIRCLE STAR WAY 4TH FLR	SAN CARLOS	CA	94070	
02457 SAM MARSHALL ARCHITECTS	325 SOUTH PALAFOX ST	PENSACOLA	FL	32502	Y
03779 STOA INT'L/FLORIDA INC DBA STOA ARCHITECTS	121 EAST GOVERNMENT ST	PENSACOLA	FL	32502	
02007 STROBEL & HUNTER INC	715 EAST GADSDEN ST	PENSACOLA	FL	32501	Y
07613 THE HASKELL COMPANY	111 RIVERSIDE AVENUE	JACKSONVILLE	FL	32202	
04543 THE WALSH GROUP	929 W ADAMS	CHICAGO	IL	60607	
02744 TODD, EDDIE S JR ARCHITECT	P O BOX 17623	PENSACOLA	FL	32522	
04622 TOWNES + ARCHITECT PA	2421 NORTH 12TH AVENUE	PENSACOLA	FL	32503	Y
08254 TUTOR PERINI	15901 OLDEN STREET	SYLMAR	CA	91342	
07482 WHARTON-SMITH INC	750 MONROE ROAD	SANFORD	FL	32771	
07990 WSP USA INC	ONE PENN PLAZA	NEW YORK	NY	10119	

Vendors: 70



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-118

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

ACCEPTANCE OF DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT
AGREEMENT NO. CZ514 - ARMSTRONG PARK SENSORY PLAYGROUND

RECOMMENDATION:

That City Council approve acceptance of State of Florida Department of Environmental Protection Grant Agreement No. CZ514 for Armstrong Park Sensory Playground, in the amount of \$27,352 for the purchase and installation of a sensory garden. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola is in the process of enhancing the City-owned parks to include sensory elements in the playgrounds. The City of Pensacola was successful in obtaining funding through the State of Florida Department of Environmental Protection in the amount of \$27,352 for the purchase and installation of a sensory garden at Armstrong Park. The City of Pensacola will subcontract with an approved vendor to purchase and install the sensory garden.

PRIOR ACTION:

None.

FUNDING:

Budget:	\$27,352	State of Florida Department of Environmental Protection Grant
Actual:	\$27,352	Armstrong Park Sensory Playground (funded 100% through grant funding)

FINANCIAL IMPACT:

This project is set to be completely funded by the grant funding and as such, no financial impact is expected to be had by the City of Pensacola.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/9/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Ben Heistein, Parks and Recreation Director
Tonya Byrd, Parks and Recreation Assistant Director

ATTACHMENTS:

1. FDEP Grant Agreement No. CZ514

PRESENTATION: No

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Armstrong Park Sensory Playground		Agreement Number: CZ514	
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000		(Department)	
Grantee Name: City of Pensacola		Entity Type: Local Government	
Grantee Address: 222 W. Main Street, Pensacola, FL 32502		FEID: 59-6000406 (Grantee)	
3. Agreement Begin Date: Upon Execution		Date of Expiration: 12/31/24	
4. Project Number: <i>(If different from Agreement Number)</i>		Project Location(s): Pensacola	
Project Description: The Project funded under this Agreement is for the City of Pensacola to enhance the City owned Armstrong Park with sensory playground equipment. The Project is defined in more detail in Attachment 3, Grant Work Plan.			
5. Total Amount of Funding: \$ 27,352.00	Funding Source? ☐ State ☒ Federal ☐ State ☐ Federal ☐ Grantee Match	Award #s or Line-Item Appropriations: NA22NOS4190033	Amount per Source(s): \$ 27,352.00 \$ \$
Total Amount of Funding + Grantee Match, if any:			\$ 27,352.00
6. Department's Grant Manager Name: Tiffany Herrin or successor Address: 2600 Blair Stone Road MS 235 Tallahassee, FL 32399 Phone: 850-245-2953 Email: Tiffany.Herrin@FloridaDEP.gov		Grantee's Grant Manager Name: Bill Kimball or successor Address: 222 W Main Street Pensacola, FL 32502 Phone: 850-436-5673 Email: BKimball@CityofPensacola.com	
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:			
☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements			
☒ Attachment 2: Special Terms and Conditions			
☒ Attachment 3: Grant Work Plan			
☒ Attachment 4: Public Records Requirements			
☒ Attachment 5: Special Audit Requirements			
☒ Attachment 6: Program-Specific Requirements			
☒ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.			
☒ Attachment 8: Federal Regulations and Terms (Federal)			
☐ Additional Attachments (if necessary):			
☒ Exhibit A: Progress Report Form			
☐ Exhibit B: Property Reporting Form			
☒ Exhibit C: Payment Request Summary Form			
☐ Exhibit D: Quality Assurance Requirements			
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo			
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)			
☐ Exhibit H: Non-Profit Organization Compensation Form (State)			

☐ Additional Exhibits (if necessary): Exhibit I: Final Report Form, Exhibit J: Photographer Release Form	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	NA22NOS4190033
Federal Award Date to Department:	7/1/22
Total Federal Funds Obligated by this Agreement:	\$27,352.00
Federal Awarding Agency:	Dept of Commerce
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Pensacola

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. **Payment.**

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

Attachment 1

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The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

Attachment 1

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- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

Attachment 1

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37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. CZ514**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is for the City of Pensacola to enhance the City owned Armstrong Park with sensory playground equipment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☒	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

The purchase of non-expendable personal property or equipment costing \$5,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee is required to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. Based on the report, the Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. The following terms shall apply:

- a. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

- b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
- d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: CZ514**

ATTACHMENT 3

PROJECT TITLE: Armstrong Park Sensory Playground

GRANTEE CONTACT INFORMATION:

Organization Name: City of Pensacola
Chief Elected Official or Agency Head: Ben Heistein
Title: Park and Recreation Director
Address: 222 W Main St
City: Pensacola
Zip Code: 32502
Area Code and Telephone Number: 850-436-5670
E-Mail Address: bheistein@cityofpensacola.com

GRANT MANAGER CONTACT INFORMATION:

Organization Name: City of Pensacola
Grant Manager: Bill Kimball
Title: Parks Superintendent
Address: 222 W Main St
City: Pensacola
Zip Code: 32502
Area Code and Telephone Number: 850-436-5673
E-Mail Address: bkimball@cityofpensacola.com

FISCAL AGENT CONTACT INFORMATION:

Organization Name: City of Pensacola
Fiscal Agent: Kevin Boyer
Title: Grants Manager - Finance
Address: 222 W Main St
City: Pensacola
Zip Code: 32502
Area Code and Telephone Number: 850-435-1822
E-Mail Address: kboyer@cityofpensacola.com

FEID No: 59-6000406

DUNS/UEI No: UBMRAF87HQF5

[illegible]

PROJECT BACKGROUND:

PROJECT DESCRIPTION: The City of Pensacola will subcontract with approved vendor to purchase and install a sensory garden at the City owned Armstrong Park.

Task #1: Production of required construction sign *(See Attachment 6 for requirements)*

“The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Management awarded under the Coastal Zone Management Act.”

Attachment 3, DEP Agreement #: CZ514

Deliverables: Draft sign design (to be submitted to and approved by DEP grant manager prior to production) and photo of installed sign.

Task #2: Installation of the sensory garden

Task 2. Description: The grantee will subcontract for the purchase and installation of sensory play equipment suitable for ages 5-12 at the Armstrong Park. Equipment includes a Merry Musical, Jazz A Minor, Shadow Play Flower and 4 Harmony Flowers.

Deliverables: Before, during and after photos of the sensory equipment installation. Copy of paid invoice and proof of payment to subcontractor.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Production of construction sign	Upon Execution	10/30/2024	10/30/2024
2	Installation of sensory garden	Upon Execution	10/30/2024	10/30/2024

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Grant Funding	Total Project Funding
1	Supplies	\$500	\$500
	Total for Task	\$500	\$500
2	Contractual Services	\$26,852	\$26,852
	Total for Task	\$26,852	\$26,852
Total:		\$27,352	\$27,352

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$	Total Project Funding
Contractual Services	\$26,852	\$26,852
Supplies	\$500	\$500
Total:	\$27,352	\$27,352

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Dept of Commerce-NOAA	11.419	Coastal Zone Management Administration Award	\$27,352	140061
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$	\$27,352
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE FLORIDA COASTAL MANAGEMENT PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee/Contractor acknowledges that receipt of this grant/contract does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee/Contractor agrees to ensure that all necessary permits are obtained prior to implementation of any grant/contract-funded activity that may fall under applicable federal, state or local laws. Further the Grantee/Contractor shall abide by all terms and conditions of each applicable permit for any grant/contract-funded activity.
2. The following is added to paragraph 10.i, Annual Appropriation Contingency, Attachment 1, Standard Terms and Conditions:
The State's performance and obligation to pay under this Agreement is also contingent upon the availability of federal funding and grants from NOAA.
3. Quarterly Reports. The Grantee/Contractor shall submit status reports quarterly on **Exhibit A, Progress Report Form**, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee/Contractor within thirty (30) days.
 - a. Final Project Report. The Grantee/Contractor shall also submit a Final Project Report utilizing **Exhibit I, Final Project Report Form**, attached hereto and made a part hereof, along with the final quarterly progress report. If the Grant Work Plan/Scope of Work requires a Final Report, the Grantee/Contractor will report those expenditures to the Department in the Final Report, as required. A draft of the Final Project Report may be submitted electronically to the Department's Grant Manager for approval. After approval by the Department's Grant Manager, one (1) electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.
4. Ineligibility. If the Grantee/Contractor fails to perform in accordance with the terms and conditions set forth in this Agreement, Attachment 3, Grant Work Plan/Scope of Work, and all other attachments and exhibits, the Grantee/Contractor shall be ineligible to be considered for funding under the Coastal Partnership Initiative program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee/Contractor in writing if determined ineligible.
5. Copyright, Patent and Trademark. The U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:
 - a. The copyright in any work developed under a grant or contract under a grant.
 - b. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.
 - c. All patent rights, copyrights and data rights must be in accordance with 2 CFR §200.315 and 37 CFR Part 401, as applicable.

6. Geospatial Data Collection and Sharing.

- a. Environmental data and information collected and/or created under this Agreement will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or security requirements.
- b. The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at the time of award and, thereafter, will be posted with the published data. Environmental data and information produced under this award and which are made public must be accompanied by the following statement:
“These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy.”
Current Federal Geospatial Data Committee (FGDC) standards can be found at:
<http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization 19115, which may be adopted by the FGDC, is also acceptable.
- c. NOAA may, at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data. Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

7. Publications, Photographs, Audiovisuals & Signs.

- a. Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Department’s Grant Manager for review and approval.
- b. Publications, printed reports (other than the scientific, technical, or professional publications as identified in 7.c., below), audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the NOAA, Department and Florida Coastal Management Program (FCMP) logos (logos, which can be found at the Department’s website at <https://floridadep.gov/rcp/fcmp/content/grants> or by contacting the Department’s Grant Manager for a copy) and the following statement on the cover or the first page:
“This (report/video/website/publication) was funded in part, through a grant/contract agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant/contract provided by the Office of Ocean and Coastal Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No . The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA, the U.S. Department of Commerce, or any of their subagencies.”
The next printed line shall identify the month and year of the publication.
The Grantee/Contractor must receive approval in writing from the Department’s Grant Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. The Grantee/Contractor must apply for approval at least thirty (30) days in advance. The Grantee/Contractor must also provide the Department’s Grant Manager with shooting scripts, **Exhibit J**, Photographer & Model Release Forms (if applicable), and provide two (2) copies of the final audiovisual (e.g., video, slides, etc.) upon completion.

- c. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee/Contractor is required to submit a copy to the Department when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee/Contractor is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 7.b., above.
 - d. Sign Requirements for Construction Projects. The Grantee/Contractor shall erect a sign at the site of any construction project, maintain it during construction and must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in the Standard Grant/Contract Agreement. The sign must be at least 2' x 3' in size; the colors should complement the surrounding area; and must include the NOAA, Department and FCMP logos (available online at <https://floridadep.gov/rcp/fcmp/content/grants>) and the following language:

“The Florida Coastal Management Program funded this project with a grant/contract from the NOAA Office of Ocean and Coastal Management awarded under the Coastal Zone Management Act.”

The next printed line shall identify the completion month and year of the project.
 - e. Acknowledgment Requirement for Interpretive Signs & Banners. Interpretive signs and banners must include the NOAA, Department and FCMP logos.
8. Build American, Buy American (BABA) Act. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.
- a. Recipients/sub-recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
 - i) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - ii) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - iii) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.
 - b. “Construction materials” includes an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.
 - c. The Buy American preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.
 - d. Recipients should retain documentation that supports their compliance with the Buy American provisions. During post-award monitoring activities, which may include desk reviews, on-site

Attachment 6

3 of 4

reviews, audits, and other activities, recipients may be asked to produce records sufficient to verify compliance with the Buy American provisions. Such documentation could include: (1) language in contractual documents that obligates sub-recipients and/or contractors to comply with the Buy American provisions; (2) receipts for items produced domestically indicating such; (3) a documented certification from the contractor, vendor, distributor, supplier, or manufacturer verifying that the product was manufactured domestically; (4) detailed and verifiable information supporting the claim that the manufactured good has undergone substantial transformation in the United States; and/or (5) other reasonable documentation per the discretion of the state, local, or tribal government financial assistance recipient demonstrating compliance with the Buy American provisions.

ATTACHMENT 8

Contract Provisions for Department of Commerce (DOC) Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. 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 Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

If the Federal funds exceed \$100,000, the Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Grantees shall comply with regulations listed in 2 CFR Part 200, 2 CFR Part 1326, 48 CFR Part 31 and 40 U.S.C. 1101 *et sequence*.

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Grantees, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in performance of the award or subawards under the award.

4. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Grantee must comply with flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

5. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Grantees must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors for the United States, to provide for the conservation and development of water and related resources.

6. Whistleblower Protection

Grantees shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013, and effective December 14, 2016, has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold

are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

7. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Grantee's or subcontractor's material failure to comply with the Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Recipient will notify the Grantee of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Grantee's rights upon termination and following termination

8. Additional Lobbying Requirements

- i. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. § 1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- iii. Pursuant to 2 CFR § 200.450 and 2 CFR § 200.454, the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

9. Assurances

Grantees shall comply with any and all applicable assurances made by the Department or the Grantee to the Federal Government during the Grant application process.

10. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Grantee shall take all affirmative steps necessary to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR § 200.321(b).

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF COMMERCE-SPECIFIC

11. Department of Commerce (DOC) Financial Assistance Terms and Conditions

Grantees shall comply with the U.S. Department of Commerce Financial Assistance Terms and Conditions, available online (http://www.osc.doc.gov/oam/grants_management/policy/default.htm) and incorporated by reference.

12. DOC Regulations

Grantee shall comply with the following regulations: 2 CFR 1300-1399, 15 CFR 8, 15 CFR 8a, 15 CFR 8b, 15 CFR 13, 15 CFR 20, and 15 CFR 28

13. Drug-Free Workplace

Grantee must make an on-going, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 2 CFR Part 1329. Additionally, in accordance with these regulations, the recipients

must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

14. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

15. Property Management Requirements

If the purchase of equipment is authorized under paragraph 20 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect.

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)-SPECIFIC

26. Scientific Integrity, as established in the Department of Commerce Financial Assistance Alert 16-02 (January 13, 2016)

The NOAA Acquisition and Grants Office (AGO) has established the following policy to provide appropriate protections for all NOAA grants, financial assistance awards, and cooperative agreements:

a. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

b. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

c. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

d. *Primary Responsibility.* The recipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

e. By executing this grant, financial assistance award, or cooperative agreement the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

f. The recipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

16. Investigating Scientific Integrity or Scientific and Research Misconduct

a. *Inhibiting Investigation.* If the recipient or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants office and, unless otherwise constructed, the recipient or subrecipient shall:

i. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

ii. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

b. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the recipient adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

17. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

- a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and
- b. Coordinate remedial action with the grants officer.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	CZ514		
Grantee Name:	City of Pensacola		
Grantee Address:	222 W Main Street, Pensacola, FL 32502		
Grantee's Grant Manager:	Bill Kimball	Telephone No.:	850-436-5673
Project Title:	Armstrong Park Sensory Playground		
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)	Report Type: (Select only one)	Quarterly Status Update
INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task; indicate the percentage of the task that has been completed to date. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u>			
Task 1: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			
Task 2: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. CZ514 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

DEP AGREEMENT NO. CZ514_____

Project Title

Grantee Name

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Coastal Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. *NA22NOS4190033*. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies.

Month & year

Final Project Report for CZ__

Project Title

Executive Summary

--

Methodology

--

Outcome**Further Recommendations**

**INSTRUCTIONS FOR COMPLETING
Exhibit J
FINAL PROJECT REPORT FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CZ####.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified on page 1 of this Agreement.

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Florida Department of Environmental Protection
EXHIBIT J
PHOTOGRAPHER & MODEL RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name _____

Address _____

City _____ State _____ Zip _____

Phone Number: (_____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: _____ Date: _____

Photo/Video/Audio/Artwork Recording Filename(s): _____

Location of photo/video/audio recording/artwork: _____

Name of Person Accepting Work Submission: _____



Florida Department of Environmental Protection
EXHIBIT J
PHOTOGRAPHER & MODEL RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

MODEL RELEASE FORM: PHOTO/VIDEO/AUDIO/ARTWORK

This model release form will be used for all State of Florida–Department of Environmental Protection, Land and Recreation brochures, websites, displays, articles, magazines, programs, advertisements or events.

Photo Release for Adults

I, being 18 years or older, hereby consent that the videotapes, photographs, motion picture film and/or artwork in any form in which I appear, and/or audio recordings made of my voice may be used by the Florida Department of Environmental Protection, its assigns or successors, in whatever way they desire, including television, without compensation. Furthermore, I hereby consent that such photographs, films, negatives and recordings, and the plates and/or tapes or other medium from which they are made shall be the property of the Florida Department of Environmental Protection, its assigns or successors. They shall have the right to sell, duplicate, reproduce, and make other lawful uses of such photographs, films, recordings, plates, tapes and art work as they may desire, free and clear of any claim whatever on my part, in perpetuity.

IN WITNESS WHEREOF I have hereunto set my hand, in the State of Florida, this _____ day
of _____, 2____

Location: _____

Signature _____

Name _____

Address _____

City _____ State _____ Zip _____



Florida Department of Environmental Protection
EXHIBIT J
PHOTOGRAPHER & MODEL RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Photo Release for Minors

I being Parent/Guardian of _____, hereby consent that the videotapes, photographs, motion picture film or artwork in any form for which he/she posed, and/or audio recordings made of his/her voice may be used by the Florida Department of Environmental Protection, its assigns or successors, in whatever way they desire, including television without compensation. Furthermore, I hereby consent that such photographs, films, negatives and recordings and the plates and/or tapes or other medium from which they are made shall be the property of the Florida Department of Environmental Protection, its assigns or successors, and they shall have the right to sell, duplicate, reproduce and make other uses of such photographs, films, recordings, plates, tapes and art work as they may desire free and clear of any claim whatsoever on my part or my child's part, or by anyone who may claim by or through my child, in perpetuity.

IN WITNESS WHEREOF I have hereunto set my hand, in the State of Florida, this

_____ day of

_____, 2_____

Signature of parent _____

Name of child _____

Name of parent _____

Address _____

City _____ State _____ Zip _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-117

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-14 - DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. CZ514 - ARMSTRONG PARK SENSORY PLAYGROUND

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No: 2024-14.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola was successful in obtaining funding through the State of Florida Department of Environmental Protection in the amount of \$27,352 for the purchase and installation of a sensory garden at Armstrong Park. The City of Pensacola will subcontract with an approved vendor to purchase and install the sensory garden.

PRIOR ACTION:

None.

FUNDING:

Budget:	\$27,352	State of Florida Department of Environment Protection Grant
Actual:	\$27,352	Armstrong Park Sensory Playground (funded 100% through grant funding)

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate the State of Florida Department of Environmental Protection grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/9/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Ben Heistein, Parks and Recreation Director
Tonya Byrd, Parks and Recreation Assistant Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-14
2. Supplemental Budget Explanation No. 2024-14

PRESENTATION: No

**RESOLUTION
NO. 2024-14**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	9,819,842
Amended		
To Read:	Federal Grants	9,847,194
As Reads	Capital Outlay	32,611,029
Amended		
To Read:	Capital Outlay	32,638,381

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

FEBRUARY 2024 - SUPPLEMENTAL BUDGET RESOLUTION - FL DEP AGRMT# CZ514 - ARMSTRONG PARK SENSORY PLAYGROUND- Explanation - RES NO. 2024-14

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	27,352	Increase appropriation for Federal Grants - FL DEP Agrmt# CZ514 - Armstrong Park Sensory Playground
Total Revenues	<u>27,352</u>	
Appropriations		
Capital Outlay	27,352	Increase appropriation for Capital Outlay
Total Appropriations	<u>27,352</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-141

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2024-18 - ISSUANCE BY THE CAPITAL TRUST AUTHORITY OF ITS MULTIFAMILY HOUSING REVENUE AND REFUNDING BONDS

RECOMMENDATION:

That the City Council adopt Resolution No. 2024-18.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, APPROVING, SOLELY FOR THE LIMITED PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE AND SECTION 163.01, FLORIDA STATUTES, THE ISSUANCE BY THE CAPITAL TRUST AUTHORITY OF ITS MULTIFAMILY HOUSING REVENUE AND REFUNDING BONDS (GULF COAST PORTFOLIO), IN ONE OR MORE SERIES OF TAX-EXEMPT QUALIFIED 501(C)(3) BONDS OR TAXABLE BONDS, PURSUANT TO A PLAN OF FINANCE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$350,815,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE FACILITIES HEREIN DESCRIBED; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Capital Trust Agency (CTA) was created in 2022 through enabling Florida Statutes that provide for governmental entities to sponsor and facilitate public purpose financings that meet applicable state and federal laws. CTA has been asked to serve as issuer of bonds to finance or refinance certain multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income, two of which are located in Pensacola, Florida (the "City"). The proceeds of the bonds will be loaned to AHPC Plantations at Pine Lake 2021 LLC, AHPC Cordova Regency 2021 LLC, AHPC Crestview at Cordova 2021 LLC, AHPC Inverness Lakes 2021 LLC, AHPC Lakeview at Cottage Hill 2021 LLC, and AHPC Verandas at Rocky Ridge 2021 LLC, each a Delaware limited liability company (collectively, the "Borrowers"), the sole member of each of which is The Affordable Housing Preservation Corporation, a Florida not for profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Service Code of 1986 (the "Code"), and/or one or more related and/or affiliated entities.

The Pensacola Facilities consist of (A) existing multifamily rental housing facility to be rented to persons or families of moderate, middle, or lesser income referred to as "Cordova Regency" located at 4311 Bayou Boulevard, Pensacola, Florida 32503, including approximately 213 units, totaling approximately 196,065 square feet, located on approximately 8.6 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$61,125,224; and (B) existing multifamily rental housing facility to be rented to persons or families of moderate, middle, or lesser income referred to as "Crestview at Cordova" located at 3500 Creighton Road, Pensacola, Florida 32504, including approximately 152 units, totaling approximately 136,000 square feet, located on approximately 10.2 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$44,598,897.

In order for the Bonds to be issued as tax-exempt bonds, certain requirements of the Code relating to the issuance of the Bonds must be met. One such requirement is the approval by the City of the use of the proceeds of the Bonds within the City in accordance with the Tax Equity and Fiscal Responsibility Act ("TEFRA"), as required by Section 147(f) of the Code.

Accordingly, CTA, on behalf of the Borrowers, is requesting that the City, at a meeting of its City Council (the "City Council"), consider providing its TEFRA approval by resolution of the City Council. In addition, the Code requires there be a public hearing regarding the Bonds prior to the City Council's consideration of the TEFRA resolution. With the City's permission, CTA has published the required notice of public hearing (the "TEFRA Notice"), will conduct the public hearing on behalf of the City Council and provide the City Council with a Report of Hearing Officer, which will include a signed summary of the proceedings, minutes transcribed by a court reporter and an affidavit of publication evidencing publication of the TEFRA Notice. The law requires this hearing to be no sooner than seven (7) days following its published date.

Finally, for purposes of Section 163.01, Florida Statutes, as amended (the Interlocal Cooperation Act), CTA respectfully requests the City's permission to finance and refinance the project within the City.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

The City has no financial obligation towards any of the mentioned projects or payment or repayment of any bonds issued.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

1/30/2024

STAFF CONTACT:

Kerrith Fiddler, City Manager
John Daniel, Interim City Attorney
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Resolution No. 2024-18
2. CTA Letter

PRESENTATION: No

RESOLUTION NO. 2024-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, APPROVING, SOLELY FOR THE LIMITED PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE AND SECTION 163.01, FLORIDA STATUTES, THE ISSUANCE BY THE CAPITAL TRUST AUTHORITY OF ITS MULTIFAMILY HOUSING REVENUE AND REFUNDING BONDS (GULF COAST PORTFOLIO), IN ONE OR MORE SERIES OF TAX-EXEMPT QUALIFIED 501(C)(3) BONDS OR TAXABLE BONDS, PURSUANT TO A PLAN OF FINANCE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$350,815,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE FACILITIES HEREIN DESCRIBED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the City of Pensacola, Florida (the "City"), has been informed that the Capital Trust Authority (the "Authority") proposes to issue a principal amount not exceeding \$350,815,000 of its Multifamily Housing Revenue and Refunding Bonds (Gulf Coast Portfolio), in one or more series of tax-exempt qualified 501(c)(3) bonds and/or taxable bonds (the "Bonds"), the proceeds of which will be loaned to AHPC Plantations at Pine Lake 2021 LLC, AHPC Cordova Regency 2021 LLC, AHPC Crestview at Cordova 2021 LLC, AHPC Inverness Lakes 2021 LLC, AHPC Lakeview at Cottage Hill 2021 LLC, and AHPC Verandas at Rocky Ridge 2021 LLC, each a Delaware limited liability company (collectively, the "Borrowers"), the sole member of each of which is The Affordable Housing Preservation Corporation, a Florida not for profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and/or one or more related and/or affiliated entities, for the purpose of financing and/or refinancing, including through reimbursement, (i) the refunding of all or a portion of the remaining amount outstanding of the Public Finance Authority Multifamily Housing Revenue Bonds (Gulf Coast Portfolio Project) Taxable Series 2021 (the "Refunded Bonds"), which Refunded Bonds financed the acquisition, renovation furnishing and equipping of the Facilities, as defined and as more fully described below; (ii) the renovation and improvement of the Facilities, if deemed necessary or desirable; (iii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable; (iv) the funding of capitalized interest for the Bonds, if deemed necessary or desirable; (v) the payment of certain costs of issuing the Bonds; and (vi) the payment or funding of certain working capital expenditures relating to the Facilities and approved by the Authority (collectively, the "Project"); and

WHEREAS, the Project includes the refunding of all or a portion of the Refunded Bonds, which Refunded Bonds financed the acquisition, renovation furnishing and equipping of various existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income, two (2) of which are located in Pensacola, Florida (the "Pensacola Facilities"), and the remaining three (3) are located in Mobile, Alabama, Jefferson

County, Alabama and Tallahassee, Florida (together with the Pensacola Facilities, the "Facilities"); and

WHEREAS, the Pensacola Facilities consist of (A) existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income referred to as "Cordova Regency" located at 4311 Bayou Boulevard, Pensacola, Florida 32503, including approximately 213 units, totaling approximately 196,065 square feet, located on approximately 8.6 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$61,125,224; and (B) existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income referred to as "Crestview at Cordova" located at 3500 Creighton Road, Pensacola, Florida 32504, including approximately 152 units, totaling approximately 136,000 square feet, located on approximately 10.2 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$44,598,897; and

WHEREAS, in order to finance or refinance the costs of the Project from the proceeds of the Bonds on a tax-exempt basis, it is necessary that a public hearing be held and the issuance of the Bonds be approved for the purposes of Section 147(f) of the Code, and Section 163.01, Florida Statutes, as amended (the "Interlocal Act"); and

WHEREAS, Denis A. McKinnon, III, Executive Director of the Authority, as hearing officer (the "Hearing Officer"), conducted the public hearing related to the Bonds, on behalf of the City, as required by Section 147(f) of the Code; and

WHEREAS, according to the report of the Hearing Officer submitted to the City Council, a copy of which is attached hereto as Exhibit C (the "Report of the Hearing Officer"), following notice by publication in the *Pensacola News Journal* on January 17, 2024, at least seven (7) days prior to January 24, 2024, proof of which is attached hereto as Exhibit A (the "Affidavit of Publication") a public hearing was held before the Hearing Officer on behalf of the City on January 24, 2024, during which comments and discussions concerning the plan of finance concerning the issuance of the Bonds by the Authority to finance or refinance the Project were requested and, if there were any such comments or discussions, heard, as required by Section 147(f) of the Code; and

WHEREAS, a copy of the Report of Hearing Officer indicates said public hearing disclosed no compelling reason why the Bonds should not be issued; and

WHEREAS, the Borrowers and the Authority have requested the City Council provide limited approval of the issuance of the Bonds by the Authority for purposes of Section 147(f) of the Code and the Interlocal Act; and

WHEREAS, the Bonds, when issued by the Authority, will be special, limited obligations of the Authority payable solely from the proceeds to be derived from the repayment of the

related loan to the Borrowers or from the security pledged therefor by the Borrowers, and the City will not be the issuer of the Bonds nor will the City be obligated to pay the Bonds or have any obligation or liability pecuniary or otherwise in any respect whatsoever with respect to the Bonds or the Project; and

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

SECTION 1. Findings. The City Council hereby finds, determines and declares as follows:

A. The matters set forth in the "WHEREAS" clauses above are hereby ratified and affirmed.

B. The City Council is the elected legislative body of the City, and the City has jurisdiction over the entire area in which the Pensacola Facilities are located.

The City Council has determined, based solely upon representations and information provided by the Borrowers and without any independent investigation or research by the City, that the issuance of the Bonds by the Authority to finance or refinance the Project: (i) is appropriate to the needs and circumstances of, and will make contributions to the economic growth of the City, (ii) will provide or preserve gainful employment, (iii) will provide affordable housing and promote commerce within the State of Florida (the "State") and the State of Alabama, and (iv) will serve a public purpose by advancing the economic prosperity, and the general welfare of the State and the State of Alabama and its people by providing for affordable housing facilities for persons or families of moderate, middle, or lesser incomes.

C. Based solely upon representations and information provided by the Borrowers, the City will be able to cope satisfactorily with the impact of the financing or refinancing of the Project related to the Pensacola Facilities by the Borrowers and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the operation, repair, and maintenance of the Pensacola Facilities and on account of any increases in population or other circumstances resulting therefrom.

SECTION 2. Approval for Purposes of Section 147(f) of the Code. For the purposes of Section 147(f) of the Code, the City Council hereby: (i) accepts the service of the Hearing Officer and the Report of Hearing Officer; and (ii) approves the issuance of the Bonds by the Authority in one or more series, in an aggregate principal amount not exceeding \$350,815,000.

SECTION 3. Approval for Purposes of the Interlocal Act.

A. For the purposes of the Interlocal Act, the City authorizes the Authority to issue the Bonds in a principal amount not exceeding \$350,815,000 and to loan the proceeds thereof to

the Borrowers to finance or refinance the Project. The Authority is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the City Council pursuant to the Constitution and the laws of the State and to do all things within the jurisdiction of the City which are necessary or convenient for the issuance of the Bonds and the financing or refinancing of the Project to the same extent as if the City were issuing its own obligations for such purposes without any further authorization from the City to exercise such powers or to take such actions.

B. The City shall not be liable for any costs of issuing the Bonds or the costs incurred by it in connection with the preparation, review, execution or approval of any documentation or opinions required to be delivered in connection therewith by the City or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrowers.

C. The Bonds shall not constitute an indebtedness or liability of the City.

SECTION 4. Payment of Fees and Costs by Borrowers. The fees and expenses of the City shall be paid by the Borrowers in the manner and to the extent mutually agreed upon by the officials of the City and the Borrowers at or prior to issuance of the Bonds.

SECTION 5. No Liability or Endorsement. The City shall have no obligation, financial or otherwise, with respect to the Bonds, and the approval given herein by the City Council shall not be deemed or construed to create any obligation or liability, pecuniary or otherwise, of the City, in connection with either the Bonds or the Project in any respect whatsoever and the Authority shall so provide in the documents related to the issuance of the Bonds. The general credit or taxing power of the City or the State or any political subdivision or public agency thereof shall not be pledged to the payment of the Bonds. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the City that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States.

No recourse under or upon any obligation, covenant or agreement of this Resolution or the Bonds or any agreement executed in connection with the Bonds, or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council member, the City Manager, the City Clerk or the City Attorney or any other City staff or professionals retained by the City in connection with the issuance of the Bonds, as such, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council members, the City Manager, the City Clerk or the City Attorney or any other staff of the City or professionals retained by the City in connection with the issuance of the Bonds, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Council member, the

City Manager, the City Clerk or the City Attorney or any other staff of the City or professionals retained by the City in connection with the issuance of the Bonds, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution on the part of the City.

The approval given herein shall not be construed as: (i) an endorsement of the creditworthiness of the Borrowers or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Pensacola Facilities, and the City Council shall not be construed by reason of its adoption of this Resolution to make any endorsement, finding or recommendation or to have waived any right of the City Council or to have estopped the City Council from asserting any rights or responsibilities it may have in such regard.

SECTION 6. Indemnification. The receipt of the Indemnification Certificate of the Borrowers attached hereto as Exhibit B and incorporated hereby by reference is a material inducement to the City in granting the approvals set forth herein.

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

Adopted: _____

Approved: _____

President of City Council

Attest:

City Clerk

Exhibit A: Publisher's Affidavit Regarding Notice of Public Hearing

Exhibit B: Indemnification Certificate of the Borrowers

Exhibit C: Report of the Hearing Officer

EXHIBIT A

PROOF OF PUBLICATION

[Follows.]

EXHIBIT B

INDEMNIFICATION CERTIFICATE OF THE BORROWERS

February 22, 2024

The undersigned hereby certifies that he or she is authorized to execute and deliver this Indemnification Certificate of the Borrowers and further represents, on behalf of AHPC Plantations at Pine Lake 2021 LLC, AHPC Cordova Regency 2021 LLC, AHPC Crestview at Cordova 2021 LLC, AHPC Inverness Lakes 2021 LLC, AHPC Lakeview at Cottage Hill 2021 LLC, and AHPC Verandas at Rocky Ridge 2021 LLC, each a Delaware limited liability company (collectively, the "Borrowers"), the sole member of each of which is The Affordable Housing Preservation Corporation, a Florida not for profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and/or one or more related and/or affiliated entities, the following (capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the resolution adopted by the City Council (the "City Council") of the City of Pensacola, Florida (the "City") on February 22, 2024 regarding the hereinafter defined Bonds (the "City Resolution")):

(1) At the request of the Borrowers, the Capital Trust Authority (the "Authority") proposes to issue a principal amount not exceeding \$350,815,000 of its Multifamily Housing Revenue and Refunding Bonds (Gulf Coast Portfolio), in one or more series of tax-exempt qualified 501(c)(3) bonds and/or taxable bonds (the "Bonds"), the proceeds of which will be loaned to the Borrowers for the purpose of financing and/or refinancing, including through reimbursement, (i) the refunding of all or a portion of the remaining amount outstanding of the Public Finance Authority Multifamily Housing Revenue Bonds (Gulf Coast Portfolio Project) Taxable Series 2021 (the "Refunded Bonds"), which Refunded Bonds financed the acquisition, renovation furnishing and equipping of the Facilities, as defined and as more fully described below; (ii) the renovation and improvement of the Facilities, if deemed necessary or desirable; (iii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable; (iv) the funding of capitalized interest for the Bonds, if deemed necessary or desirable; (v) the payment of certain costs of issuing the Bonds; and (vi) the payment or funding of certain working capital expenditures relating to the Facilities and approved by the Authority (collectively, the "Project");

(2) The Project includes the refunding of all or a portion of the Refunded Bonds, which Refunded Bonds financed the acquisition, renovation furnishing and equipping of various existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income, two (2) of which are located in Pensacola, Florida (the "Pensacola Facilities"), and the remaining three (3) are located in Mobile, Alabama, Jefferson County, Alabama and Tallahassee, Florida (together with the Pensacola Facilities, the "Facilities");

(3) The Pensacola Facilities consist of (A) existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income referred to as "Cordova Regency" located at 4311 Bayou Boulevard, Pensacola, Florida 32503, including approximately 213 units, totaling approximately 196,065 square feet, located on approximately 8.6 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$61,125,224; and (B) existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income referred to as "Crestview at Cordova" located at 3500 Creighton Road, Pensacola, Florida 32504, including approximately 152 units, totaling approximately 136,000 square feet, located on approximately 10.2 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$44,598,897;

(4) The issuance of the Bonds to finance or refinance the Project: (i) is appropriate to the needs and circumstances of, and will make contributions to, the economic growth of the City, (ii) will provide or preserve gainful employment, (iii) will provide affordable housing and promote commerce within the State, and (iv) will serve a public purpose by advancing the economic prosperity and the general welfare of the State and its people by providing for affordable housing facilities for persons or families of moderate, middle, or lesser incomes;

(5) The City will be able to cope satisfactorily with the impact of the financing or refinancing of the Project related to the Pensacola Facilities by the Borrowers and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the operation, repair, and maintenance of the Pensacola Facilities and on account of any increases in population or other circumstances resulting therefrom;

(6) In order to finance or refinance the costs of the Project from the proceeds of the Bonds on a tax-exempt basis, it is necessary to hold a public hearing and approve the issuance of the Bonds for the purposes of Section 147(f) of the Code, and Section 163.01, Florida Statutes, as amended (the "Interlocal Act");

(7) The Borrowers have requested a public hearing be held on behalf of and accepted by the City, and that the City approve the issuance of the Bonds for purposes of Section 147(f) of the Code; and

(8) The City desires indemnification from the Borrowers as a material inducement to the City Council holding such hearing and granting the foregoing approval.

NOW THEREFORE, THE UNDERSIGNED, ON BEHALF OF THE BORROWERS, DOES HEREBY: Agree to defend the City and its officials, employees, attorneys, professionals and agents and the members of the City Council, and hold the City and its officials, employees, attorneys, professionals and agents and the members of the City Council, harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds or the acquisition or operation of the Project by or on behalf of the Borrowers, including in the case of any and all negligence of such indemnitee, or in any way growing out of or resulting from the Project or from the issuance, sale or delivery of the Bonds, including, but not limited to, liabilities or costs arising under the Code, the Securities Act of 1933, the Securities Exchange Act of 1934 or any applicable securities law of the State, including, without limitation, all costs and expenses of the City, including reasonable attorneys' fees, incurred in connection therewith.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Borrowers have executed this Indemnification Certificate of the Borrowers as of the date first above written.

AHPC CORDOVA REGENCY 2021 LLC, AHPC CRESTVIEW AT CORDOVA 2021 LLC, AHPC INVERNESS LAKES 2021 LLC, AHPC LAKEVIEW AT COTTAGE HILL 2021 LLC, AHPC PLANTATIONS AT PINE LAKE 2021 LLC and AHPC VERANDAS AT ROCKY RIDGE 2021 LLC, each a Delaware limited liability company

By: THE AFFORDABLE HOUSING PRESERVATION CORPORATION, a Florida not for profit corporation, their sole member

By: _____

Name: _____

Title: Authorized Signatory

[Signature Page | Indemnification Certificate of the Borrowers]

EXHIBIT C

FORM OF REPORT OF HEARING OFFICER GULF COAST PORTFOLIO

This instrument shall constitute the official report of the undersigned designated official of the Capital Trust Authority (the "Authority"), a legal entity duly created and a public agency duly organized and validly existing under the laws of the State of Florida (the "State") established for the purposes set forth under Section 163.01, Florida Statutes, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes, and Chapter 159, Florida Statutes, each as amended; Resolution No. 14-22, duly adopted by the City Council of the City of Gulf Breeze, Florida ("Gulf Breeze"), on June 6, 2022, as amended by Resolution No. 46-22, duly adopted by the City Council of Gulf Breeze on November 21, 2022; Ordinance Number 04-00, enacted by the City Council of Gulf Breeze on May 15, 2000; Resolution No. 1424-2022, duly adopted by the City Council of the City of Quincy, Florida ("Quincy"), on May 24, 2022; the City Charter of Gulf Breeze; the City Charter of Quincy; the Interlocal Agreement dated as of June 6, 2022, between Gulf Breeze and Quincy, as may be amended and supplemented from time to time, with powers as a "local agency" under Chapter 159, Part II, Florida Statutes, and together with all of the home rule powers granted by the Constitution and laws of the State and all other applicable provisions of law, for and on behalf of the City of Pensacola, Florida (the "City"), in connection with the proposed issuance of the Authority's not exceeding \$350,815,000 Multifamily Housing Revenue and Refunding Bonds (Gulf Coast Portfolio), in one or more series of tax-exempt qualified 501(c)(3) bonds and/or taxable bonds (the "Bonds") on behalf of AHPC Plantations at Pine Lake 2021 LLC, AHPC Cordova Regency 2021 LLC, AHPC Crestview at Cordova 2021 LLC, AHPC Inverness Lakes 2021 LLC, AHPC Lakeview at Cottage Hill 2021 LLC, and AHPC Verandas at Rocky Ridge 2021 LLC, each a Delaware limited liability company (collectively, the "Borrowers"), the sole member of each of which is The Affordable Housing Preservation Corporation, a Florida not for profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose principal place of business is 360 Ocean Cay Boulevard, Saint Augustine, Florida 32080. The proceeds of the Bonds will be loaned to the Borrowers for the purpose of financing and/or refinancing, including through reimbursement, (i) the refunding of all or a portion of the remaining amount outstanding of the Public Finance Authority Multifamily Housing Revenue Bonds (Gulf Coast Portfolio Project) Taxable Series 2021 (the "Refunded Bonds"), which Refunded Bonds financed the acquisition, renovation furnishing and equipping of the Facilities, as defined and as more fully described below; (ii) the renovation and improvement of the Facilities, if deemed necessary or desirable; (iii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable; (iv) the funding of capitalized interest for the Bonds, if deemed necessary or desirable; (v) the payment of certain costs of issuing the Bonds; and (vi) the payment or funding of certain working capital expenditures relating to the Facilities and approved by the Authority.

The Project includes the refunding of all or a portion of the Refunded Bonds, which Refunded Bonds financed the acquisition, renovation furnishing and equipping of various existing multifamily rental housing facilities to be rented to persons or families of moderate,

middle, or lesser income, two (2) of which are located in Pensacola, Florida (the "Pensacola Facilities"), and the remaining three (3) are located in Mobile, Alabama, Jefferson County, Alabama and Tallahassee, Florida (together with the Pensacola Facilities, the "Facilities").

The Pensacola Facilities consist of (A) existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income referred to as "Cordova Regency" located at 4311 Bayou Boulevard, Pensacola, Florida 32503, including approximately 213 units, totaling approximately 196,065 square feet, located on approximately 8.6 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$61,125,224; and (B) existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income referred to as "Crestview at Cordova" located at 3500 Creighton Road, Pensacola, Florida 32504, including approximately 152 units, totaling approximately 136,000 square feet, located on approximately 10.2 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$44,598,897.

The public hearing was duly advertised in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City, on January 17, 2024. The proof of publication was presented to me at such hearing, and a copy of which is attached hereto as Exhibit "A" (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Pensacola Facilities. Information about the proposed Bonds, the location of the Pensacola Facilities, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input. It was noted that no written communication was received.

[Remainder of Page Intentionally Left Blank]

Minutes of the public hearing will be kept on file with the City Clerk as referenced on Exhibit "B" attached hereto and incorporated herein by reference. The undersigned then concluded the hearing.

Respectfully submitted,

By: _____
Denis A. McKinnon, III, Hearing Officer
on behalf of the City of Pensacola,
Florida

EXHIBIT "A" TO REPORT OF HEARING OFFICER
GULF COAST PORTFOLIO

PROOF OF PUBLICATION

[Follows.]

EXHIBIT "B" TO REPORT OF HEARING OFFICER
GULF COAST PORTFOLIO

MINUTES FROM TEFRA HEARING

[Follows.]

PROOF OF PUBLICATION

LEGALS BRYANT MILLER OLIVE/
Krista Hall-One Tampa City Center
Bryant Miller Olive/Legals
201 North Franklin St Ste 2700
Tampa FL 33602

STATE OF WISCONSIN, COUNTY OF BROWN

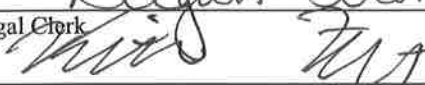
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Pensacola News Journal, a newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Escambia County, Florida, or in a newspaper by print in the issues of, on:

01/17/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/17/2024



Legal Clerk


Notary, State of WI, County of Brown
317127

My commission expires

Publication Cost: \$655.65

Order No: 9734117

of Copies:

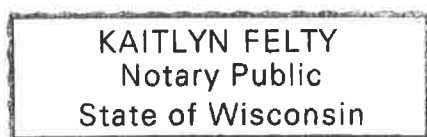
Customer No: 1125059

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



**NOTICE OF TELEPHONIC
PUBLIC HEARING**

For the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that a telephonic public hearing will be held by a hearing officer on behalf of the City of Pensacola, Florida (the "City") on January 24, 2024 at 9:30 CST/10:30 a.m. EST, or as soon thereafter as the matter may be heard, using the telephone conference instructions provided herein. The purpose of the hearing is to consider authorization of the issuance by the Capital Trust Authority (the "CTA") of its Multifamily Housing Revenue and Refunding Bonds (Gulf Coast Portfolio), in one or more series of tax-exempt qualified 501(c)(3) bonds and/or taxable bonds (the "Bonds") to provide funds to be loaned by the CTA to AHPC Plantations at Pine Lake 2021 LLC, AHPC Cordova Regency 2021 LLC, AHPC Crestview at Cordova 2021 LLC, AHPC Inverness Lakes 2021 LLC, AHPC Lakeview at Cottage Hill 2021 LLC, and AHPC Verandas at Rocky Ridge 2021 LLC, each a Delaware limited liability company (collectively, the "Borrowers"), the sole member of each of which is The Affordable Housing Preservation Corporation, a Florida not for profit corporation and an organization described in Section 501(c)(3) of the Code, and/or one or more related and/or affiliated entities, for the purpose of financing and/or refinancing, including through reimbursement, (i) the refunding of all or a portion of the remaining amount outstanding of the Public Finance Authority Multifamily Housing Revenue Bonds (Gulf Coast Portfolio Project) Taxable Series 2021 (the "Refunded Bonds"), which Refunded Bonds financed the acquisition, renovation, furnishing and equipping of various existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income, as more fully described below (collectively, the "Facilities"); (ii) the renovation and improvement of the Facilities, if deemed necessary or desirable; (iii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable; (iv) the funding of capitalized interest for the Bonds, if deemed necessary or desirable; (v) the payment of certain costs of issuing the Bonds; and (vi) the payment or funding of certain working capital expenditures relating to the Facilities and approved by the CTA (collectively, the "Project"). The Facilities consist of the following:

(A) existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income referred to as "Plantations at Pine Lake" located at 1833 Halstead Boulevard, Tallahassee, Florida 32309, including approximately 224 units, totaling approximately 190,520 square feet, located on approximately 13.6 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$66,554,217;

(B) existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income referred to as "Cordova Regency" located at 4311 Bayou Boulevard, Pensacola, Florida 32503, including approximately 213 units, totaling approximately 196,065 square feet, located on approximately 8.6 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$61,125,224;

(C) existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income referred to as "Crestview at Cordova" located at 3500 Creighton Road, Pensacola, Florida 32504, including approximately 152 units, totaling approximately 136,000 square feet, located on approximately 10.2 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$44,598,897;

(D) existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income referred to as "Inverness Lakes & Lakeview at Cottage Hill" located at 6550 and 6700 Cottage Hill Road, Mobile, Alabama 36695, including approximately 498 units, totaling approximately 515,296 square feet, located on approximately 44.7 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$118,389,404; and

(E) existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income referred to as "Verandas at Rocky Ridge" located at 3741 Chestnut Ridge Lane,

Birmingham, Alabama 35216, including approximately 226 units, totalling approximately 258,900 square feet, located on approximately 34.0 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$58,147,259.

The plan of finance contemplates that the CTA will issue, with respect to such Project, not exceeding \$350,815,000 in aggregate principal amount of the Bonds, in one or more series of tax-exempt qualified 501(c)(3) bonds and/or taxable bonds, and loan the proceeds of such Bonds to the Borrowers to provide funds for the Project. The initial owners of the Facilities will be AHPC Plantations at Pine Lake 2021 LLC, AHPC Cordova Regency 2021 LLC, AHPC Crestview at Cordova 2021 LLC, AHPC Inverness Lakes 2021 LLC, AHPC Lakeview at Cottage Hill 2021 LLC, and AHPC Verandas at Rocky Ridge 2021 LLC, as applicable.

The City will neither issue, nor be obligated in any manner with respect to, the Bonds.

The Bonds, when issued, will be special, limited obligations of the CTA payable solely out of the revenues, income and receipts pledged to the payment thereof and derived from financing agreements with the Borrowers, and the CTA will not be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the payments of the Borrowers. The Bonds will not constitute: (i) a debt, liability or obligation of the CTA, the City, the State of Florida (the "State"), the State of Alabama, or any political subdivision, public agency or municipality thereof, (ii) a pledge of the full faith and credit of the CTA, the City, the State, the State of Alabama, or any political subdivision, public agency or municipality thereof, or (iii) a pledge of the taxing power of the City, the State, the State of Alabama, or any political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory provision. The CTA has no taxing power.

INTERESTED PERSONS ARE ENCOURAGED TO ATTEND BY TELEPHONE CONFERENCE USING THE INSTRUCTIONS BELOW. ANY PERSONS WISHING TO PRESENT ORAL COMMENTS IN PERSON MUST NOTIFY THE CTA BY WRITTEN NOTICE AT LEAST 24 HOURS BEFORE THE HEARING. IN ORDER THAT SOCIAL DISTANCING ACCOMMODATIONS MAY BE MADE FOR THOSE IN ATTENDANCE, PRIOR TO SAID TELEPHONIC PUBLIC HEARING, WRITTEN COMMENTS MAY BE DELIVERED TO THE CTA AT 315 FAIRPOINT DRIVE, GULF BREEZE, FLORIDA 32561, ATTENTION EXECUTIVE DIRECTOR.

TELEPHONE CONFERENCE INSTRUCTIONS:
TOLL FREE DIAL IN NUMBER:
(800) 747-5150

CONFERENCE CODE: 6545833

At the date and time fixed for said telephonic public hearing all who appear in person or by telephone conference will be given an opportunity to express their views for or against the Project and the proposed approval of the issuance of said Bonds by the CTA and the plan of finance. All persons are advised that, if they decide to appeal any decision made with respect to the proposed approval of the issuance of said Bonds, they will need a record of the proceedings, and for such purpose, they 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. All interested persons are invited to present their comments on the date and time set forth above.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS TELEPHONIC PUBLIC HEARING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE HEARING OFFICER AT (850) 934-4046 AT LEAST 48 HOURS IN ADVANCE OF THE HEARING, EXCLUDING SATURDAY AND SUNDAY.

1/17/2024

CAPITAL TRUST AUTHORITY

315 Fairpoint Drive • Gulf Breeze, Florida 32561 • Office 850-934-4046

January 25, 2024

VIA EMAIL

Mr. D.C. Reeves
Mayor
City of Pensacola, Florida
222 West Main Street
Pensacola, Florida 32502
dcreeves@cityofpensacola.com

Re: Action Requested: Adoption of a resolution by the City Council of the City of Pensacola, Florida, for the purposes of Section 147(f) of the Internal Revenue Code and the Florida Interlocal Cooperation Act, approving the issuance by the Capital Trust Authority of its Bonds (as hereinafter defined) for the purpose of financing and/or refinancing, including through reimbursement, (i) the refunding of all or a portion of the Refunded Bonds (as hereinafter defined), which Refunded Bonds financed the Facilities (as hereinafter defined); and (ii) the renovation and improvement of the Facilities, if deemed necessary or desirable

Dear Mr. Reeves:

I am the Executive Director of the Capital Trust Authority ("CTA"). CTA was created in 2022 through enabling Florida Statutes that provide for governmental entities to sponsor and facilitate public purpose financings that meet applicable state and federal laws. We work with numerous counties and municipalities throughout Florida to issue tax-exempt and taxable debt in order to provide capital funding of projects beneficial to the citizens of Florida. CTA has been asked to serve as issuer of bonds to finance or refinance certain multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income, one of which is located in Pensacola, Florida (the "City"). The proceeds of the bonds will be loaned to AHPC Plantations at Pine Lake 2021 LLC, AHPC Cordova Regency 2021 LLC, AHPC Crestview at Cordova 2021 LLC, AHPC Inverness Lakes 2021 LLC, AHPC Lakeview at Cottage Hill 2021 LLC, and AHPC Verandas at Rocky Ridge 2021 LLC, each a Delaware limited liability company (collectively, the "Borrowers"), the sole member of each of which is The Affordable Housing Preservation Corporation, a Florida not for profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Service Code of 1986 (the "Code"), and/or one or more related and/or affiliated entities, as more fully described below.

CTA has agreed to issue its revenue bonds in an amount not to exceed \$350,815,000 (the "Bonds") in one or more series of tax-exempt qualified 501(c)(3) bonds and/or taxable bonds, and

Mr. D.C. Reeves
Mayor
City of Pensacola, Florida
January 25, 2024
Page 2

loan the proceeds thereof to the Borrowers. The Borrowers, acting through themselves or through their affiliates, plans to refund all or a portion of the remaining amount outstanding of the Public Finance Authority Multifamily Housing Revenue Bonds (Gulf Coast Portfolio Project) Taxable Series 2021 (the "Refunded Bonds"), which Refunded Bonds financed the acquisition, renovation furnishing and equipping of various existing multifamily rental housing facilities to be rented to persons or families of moderate, middle, or lesser income, two (2) of which are located in Pensacola, Florida (the "Pensacola Facilities"), and the remaining three (3) are located in Mobile, Alabama, Jefferson County, Alabama and Tallahassee, Florida (together with the Pensacola Facilities, the "Facilities").

The Pensacola Facilities consist of (A) existing multifamily rental housing facility to be rented to persons or families of moderate, middle, or lesser income referred to as "Cordova Regency" located at 4311 Bayou Boulevard, Pensacola, Florida 32503, including approximately 213 units, totaling approximately 196,065 square feet, located on approximately 8.6 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$61,125,224; and (B) existing multifamily rental housing facility to be rented to persons or families of moderate, middle, or lesser income referred to as "Crestview at Cordova" located at 3500 Creighton Road, Pensacola, Florida 32504, including approximately 152 units, totaling approximately 136,000 square feet, located on approximately 10.2 acres of land, including related facilities, fixtures, furnishings and equipment, with proceeds of the Bonds in an amount not to exceed \$44,598,897.

In order for the Bonds to be issued as tax-exempt bonds, certain requirements of the Code relating to the issuance of the Bonds must be met. One such requirement is the approval by the City of the use of the proceeds of the Bonds within the City in accordance with the Tax Equity and Fiscal Responsibility Act ("TEFRA"), as required by Section 147(f) of the Code. Accordingly, CTA, on behalf of the Borrowers, respectfully requests that the City, at a meeting of its City Council (the "City Council"), consider providing its TEFRA approval by resolution of the City Council. We have reviewed the City Council's meeting schedule and we believe the City Council's meeting on February 22, 2024 will provide adequate time for the resolution to be finalized and to provide the citizens of the City with notice. In addition, the Code requires there be a public hearing regarding the Bonds prior to the City Council's consideration of the TEFRA resolution. With the City's permission, CTA has published the required notice of public hearing (the "TEFRA Notice"), will conduct the public hearing on behalf of the City Council and provide the City Council with a Report of Hearing Officer, which will include a signed summary of the proceedings, minutes transcribed by a court reporter and an affidavit of publication evidencing publication of the TEFRA Notice. The law requires this hearing to be no sooner than seven (7) days following its published date.

Mr. D.C. Reeves
Mayor
City of Pensacola, Florida
January 25, 2024
Page 3

Finally, for purposes of Section 163.01, Florida Statutes, as amended (the Interlocal Cooperation Act), CTA respectfully requests the City's permission to finance and refinance the project within the City.

We have been in contact with the City's Interim City Attorney, John Daniel. We will work with him and provide him with the following proposed form of a TEFRA resolution to be considered by the City Council, including several exhibits thereto. As shall be stated in the resolution the City will have absolutely no liability with respect to the project or to pay principal of or interest on the Bonds and the issuance of the Bonds will not result in any obligation, financial or otherwise, of the City. The Bonds will be limited obligations of CTA, payable solely from the revenue derived from the Borrowers and pledged to the payment of the Bonds.

The documentation expressly provides that the Bonds are not obligations of the City, and the City, the City Council and its employees and agents have been granted appropriate indemnity.

As a side note, the bond counsel law firm working with the CTA on this transaction is Coats Rose P.C., and Bryant Miller Olive P.A. is serving as issuer's counsel to the CTA. For any professional counsel and advice, the City may deem necessary to solicit, the Borrowers will make restitution for all reasonable expenses incurred by the City, including payment of the fees and expenses of the City's bond counsel.

We truly believe this financing is a positive for all involved. We are pleased to be a part of it, and appreciate the City giving our request for TEFRA approval due consideration.

If there is a problem with scheduling this matter for consideration at the City Council's February 22, 2024 meeting, or if you or any of the members of the City Council or your staff require any additional information, please contact me at your earliest convenience.

Sincerely,



Denis A. McKinnon, III
Executive Director

cc: (All with enclosures)

Mr. D.C. Reeves
Mayor
City of Pensacola, Florida
January 25, 2024
Page 4

John Daniel, Esq.

Attachments:
Form of TEFRA Resolution



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-140

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-17 - LAW ENFORCEMENT TRUST FUND (LETF) - DONATION TO BIG BROTHERS BIG SISTERS OF NORTHWEST FLORIDA

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-17.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department is requesting \$3,000.00 to be appropriated from the Law Enforcement Trust Fund (LETF) for the purpose of donating to Big Brothers Big Sisters of Northwest Florida (BBBS). The funds will be used to pay for the expense of Cosmic Connections' production of a recruitment video. The video will be shown throughout the year of 2024 and beyond and will help garner more volunteers to mentor the kids. Having the tools to help with the recruitment process allows BBBS to bridge the gap between law enforcement and youth, preventing the rise in crime and drug use in the community. BBBS strives to make a difference in building mutual respect between youth, law enforcement and all adult mentors.

Vivid Bridge Productions costs include creative and strategy, production, and post-production.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the funds in the Law Enforcement Trust Funds for these purposes. There is no impact to the General Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

1/30/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-17
2. Supplemental Budget Explanation No. 2024-17
3. Letter of Certification No. 2024-17

PRESENTATION: No

**RESOLUTION
NO. 2024-17**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LAW ENFORCEMENT TRUST FUND

	Fund Balance	3,000
As Reads:	Operating Expenses	39,353
Amended		
To Read:	Operating Expenses	42,353

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

FEBRUARY 2024- SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2024-17

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>3,000</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>3,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>3,000</u>	

CITY OF PENSACOLA POLICE DEPARTMENT
Local Law Enforcement Trust Funds
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055, as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

Item	Description of Requested Items	Amount
1	Vivid Bridge Recruitment Video	\$3,000
Total Requested		\$3,000


Eric Randall, Chief of Police

1/30/24
Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-146

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-19 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 2024-19.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing designates the use of Federal Law Enforcement Trust Funds.

The Pensacola Police Department (PPD) is requesting \$9,733 from the Law Enforcement Trust Fund (LETF) established by the City of Pensacola as a non-major special revenue fund and, as such, combining both state and federal confiscated funds into one accounting fund. The enhancement of relationships between law enforcement and the community promotes a safe and engaged community. The requested amount of \$9,733 will help fund the following:

The purchase of supplies in support of crime prevention, safe neighborhood, and community engagement. This will allow Pensacola Police Department to purchase PPD branded items as giveaways and prizes at schools and community events that cultivate positive interactions and stimulation of relationships between law enforcement and community members. The purchased supplies will be used for the following, but not limited to, upcoming events: National Night Out, Coco with a Cop at the Library, Blue Angels Homecoming, Beyond the Badge

Leadership Academy, multiple Coffee with a Cop events and multiple Halloween trunk or treat events.

PRIOR ACTION:

None

FUNDING:

Budget:	\$9,733	
Actual:	\$8,469	Various promotional items from 4imprint
	\$1,264	Badge Stickers from Sticker App
	<u>\$9,733</u>	TOTAL

FINANCIAL IMPACT:

The funds would be from the Law Enforcement Trust funds and will have no impact on the City's General Fund. The attached Supplemental Budget Resolution will appropriate for these purposes.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

1/30/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-19
2. Supplemental Budget Explanation No. 2024-19
3. Letter of Certification No. 2024-19

PRESENTATION: No

**RESOLUTION
NO. 2024-19**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LAW ENFORCEMENT TRUST FUND

	Fund Balance	9,733
As Reads:	Operating Expenses	42,353
Amended		
To Read:	Operating Expenses	52,086

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
FEBRUARY 2024- SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2024-19

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>9,733</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>9,733</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>9,733</u>	

CITY OF PENSACOLA POLICE DEPARTMENT
Local Law Enforcement Trust Funds
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055, as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal Law Enforcement Trust Fund.

Item	Description of Requested Items	Amount
1	4imprint - various promotional items	\$8,469
2	Sticker Apps - badge stickers	\$1,264
Total Requested		\$9,733


Eric Randall, Chief of Police

1/31/2024
Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-162

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-20 - APPROPRIATING FUNDING FOR REPAIRS AT COMMUNITY MARITIME PARK

RECOMMENDATION:

That City Council adopt a Supplemental Budget Resolution No. 2024-20.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED:

SUMMARY:

In fiscal year 2023, NFPB made several repairs to the stadium. NFPB paid for expenses for repairs to the HVAC system, the plumbing, along with additional expenses for the rental of equipment for temporary cooling solutions. In addition, NFPB purchased and installed a new HVAC unit for the Vistor Club House. NFPB has submitted invoices for reimbursement for the items totaling \$92,958.63 as outlined in the maintenance agreement. NFPB collects and remits a variable ticket surcharge of \$1.50 per ticket to assist with repairs and replacement of capital items at the stadium. The ending balance for CMP Repair and Replacement (R&R) funds as of September 30, 2023 was \$795,824.

PRIOR ACTION:

July 20, 2011 - The CMPA entered into a Non-Exclusive Multi-Use Agreement with NFPB for baseball at the Community Maritime Park.

July 2014 - The CMPA and NFPB entered into the 1st amendment to the Multi-Use Agreement whereby NFPB cancelled any indebtedness to the CMPA and in return CMPA provided NFPB with office space at no charge.

April 2, 2015 - The CMPA and NFPB entered into the 2nd amendment to the Multi-Use

Agreement whereby the CMPA sold the naming rights for the stadium to NFPB for a total of \$787,500 to be paid in equal installments for seven years.

October 4, 2017 - The CMPA entered into the 3rd amendment to the Multi-Use Agreement whereby the NFPB purchased a videoboard for \$100,000, and the CMPA agreed to reimburse them \$20,000 per year for five years.

March 14, 2019 - The City and NFPB entered into the 4th amendment to the Multi-Use Agreement whereby the Variable Attendance Surcharge was changed from a variable rate to a flat \$1.50 per ticket.

July 15, 2021 - The City and NFPB entered into the 5th amendment to the Multi-Use Agreement whereby the City would reimburse NFPB for various capital improvements for an amount not to exceed \$2,000,000.

August 17, 2023 - City Council authorized the use of Community Maritime Park funds to replace two HVACs at Wahoos Stadium.

FUNDING:

Budget: \$92,959 CMP R&R Funds
 \$92,959 Total

Actual: \$92,959 CMP Stadium Repairs
 \$92,959 Total

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate CMP R&R funds for the reimbursement to NFPB for the repairs at the stadium.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/9/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-20
2. Supplemental Budget Explanation No. 2024-20

PRESENTATION: No

**RESOLUTION
NO. 2024-20**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. COMMUNITY MARITIME PARK FUND

	Fund Balance	92,959
To:	Capital Outlay	31,100
As Reads:	Operating Expenses	1,242,325
Amended		
To Read:	Operating Expenses	1,304,184

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

FEBRUARY 2024 - SUPPLEMENTAL BUDGET RESOLUTION - APPROPRIATING FUNDING FOR REPAIRS AT COMMUNITY MARITIME PARK - 2024-20

FUND	AMOUNT	DESCRIPTION
A. COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND		
Fund Balance	<u>92,959</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	31,100	Increase appropriation for Capital Outlay
Operating Expenses	<u>61,859</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>92,959</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-200

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2024-23 - SUPPORTING APPLICATION TO THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY PROGRAM - CERVANTES STREET IMPROVEMENTS

RECOMMENDATION:

City Council adopt Resolution No 2024-23:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING APPLICATION TO THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY PROGRAM; AUTHORIZING GRANT APPLICATIONS FOR CERVANTES STREET IMPROVEMENTS.

HEARING REQUIRED:

SUMMARY:

The City of Pensacola desires to plan and design a wholesale reconstruction of a 3.55 mile segment of SR 10A (US 90) Cervantes Street to improve safety through a complete street design that will protect non-motorized travelers from safety risks and increase affordable transportation options through consideration of lane elimination, lane narrowing bicycles lanes, and traffic-calming techniques.

PRIOR ACTION:

Previous planning efforts have been completed in portions of the project area that support the City's design goals. A West Cervantes Corridor Management Plan was completed in 2016, followed by a Traffic Feasibility Study in 2019. In 2021, the City partnered with the FDOT and Escambia County to implement incremental safety improvements that were needed immediately due to the high fatality rate on W Cervantes St from Dominguez St to A St. Lane elimination on West Cervantes Street is currently identified on the Florida-Alabama Transportation Planning Organization Project Priority list.

FUNDING:

RAISE Grant: \$4,027,102

FINANCIAL IMPACT:

This project is expected to be funded entirely through the grant fund and as such no financial impact is expected to be had.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/9/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Joel Hollon, Senior Grant Writer
Caitlin Cerame, Transportation Planner
William Boyer, Grant and Special Project Coordinator

ATTACHMENTS:

1. Resolution No. 2024-23
2. Cervantes Street Fact Sheet

PRESENTATION: No

RESOLUTION
NO: 2024-23

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING APPLICATION TO THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY PROGRAM; AUTHORIZING GRANT APPLICATIONS FOR CERVANTES STREET IMPROVEMENTS.

WHEREAS, The City of Pensacola desires to plan and design a wholesale reconstruction of a 3.55 mile segment of SR 10A (US 90) Cervantes Street, with project limits being Cervantes Street from the western city limits (west of North V St) to the Bayou Texar Bridge, to improve safety through a complete street design that will protect non-motorized travelers from safety risks and increase affordable transportation options through consideration of lane elimination, lane narrowing, bicycles lanes, and traffic calming techniques; and

WHEREAS, the RAISE Discretionary Program has allocated funding in excess of \$1.5 billion to municipalities throughout the state of Florida to complete critical freight and passenger transportation infrastructure projects; and

WHEREAS, it is in the interest of the City of Pensacola to apply for funding of \$4,027,102 to be used to actively improve systemwide connectivity with access to transit and promote long term economic growth and other broader economic and fiscal benefits by advancing the revitalization and redevelopment of the area.;

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

Section 1. The City Council supports submitting grant applications to the state Florida Commerce Department to receive CDBG funds.

Section 2. The City Council hereby authorizes the Senior Grant Writer and Grants and Special Projects Coordinator to serve as authorized signatures for submission, as well as serve as the authorized contacts, relating to this grant application and correspondence.

Section 3. The City Council hereby authorizes the Mayor to take all actions necessary to execute all documents relating to the grant application.

Section 4. This Resolution shall become effective the fifth business day after the adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

City Clerk

City of Pensacola

Cervantes Street Corridor Project

GRANT TYPE

2024 RAISE Discretionary Program

PROJECT TYPE

Urban

PROJECT LOCATION

Pensacola, FL

GRANT REQUEST

PD&E

Preliminary Engineering

TOTAL PROJECT COST

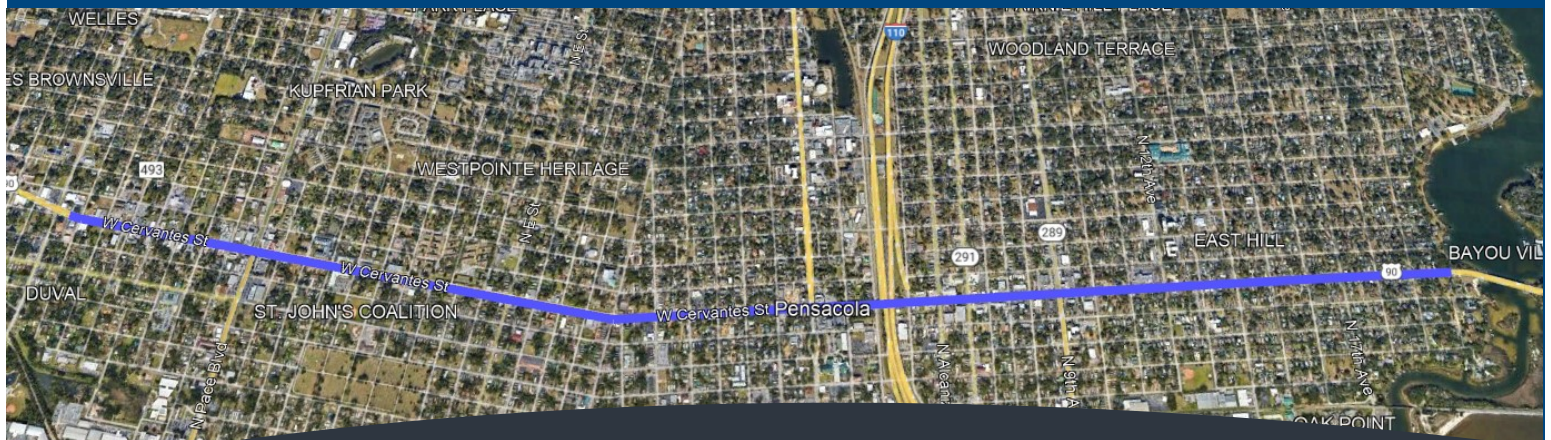
\$4,027,102

APPLICANT

City of Pensacola with facility ownership support from the Florida Department of Transportation.

PROJECT DESCRIPTION

The City of Pensacola requests \$4,027,102 through the RAISE Discretionary Program to plan and design a wholesale reconstruction of a 3.55 mile segment of SR 10A (US 90) Cervantes Street to improve safety through a complete street design. The project limits will extend from the western city limits to the Bayou Texar Bridge. The project will be phased with different treatments designed for the needs of specific project segments. Cervantes Street is a major arterial located in the heart of downtown Pensacola that was widened in the 19th century at the detriment to adjacent businesses and neighborhoods. Due to on-going safety incidences, the corridor is now on the City's high injury crash network. Through complete street planning and design, this project will protect non-motorized travelers from safety risks and increase affordable transportation options through consideration of lane elimination, lane narrowing, bicycles lanes, and traffic calming techniques. The project will improve systemwide connectivity with access to transit and will promote long term economic growth and other broader economic and fiscal benefits by advancing the revitalization and redevelopment of the area.





Previous planning efforts have been completed in portions of the project area that support the City's design goals. A West Cervantes Corridor Management Plan was completed in 2016, followed by a Traffic Feasibility Study in 2019. In 2021, the City partnered with the FDOT and Escambia County to implement incremental safety improvements that were needed immediately due to the high fatality rate on W Cervantes St from Dominguez St to A St. Lane elimination on West Cervantes Street is currently identified on the Florida-Alabama Transportation Planning Organization Project Priority list.

PROJECT BENEFITS

- Mitigates safety incidences related to vehicles, pedestrians, and bicyclists.
- Creates a more equitable means of access to employment opportunities and essential services in downtown Pensacola.
- Improves multimodal transportation movements by increasing reliability, particularly during times of heavy rainfall, through innovative stormwater techniques.
- Encourages and increases affordable transportation options.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-201

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2024-24 - APPLICATION TO THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY PROGRAM - BAPTIST HOSPITAL

RECOMMENDATION:

That City Council adopt resolution No: 2024-24:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING APPLICATION TO THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY PROGRAM; AUTHORIZING GRANT APPLICATIONS FOR BAPTIST HOSPITAL.

HEARING REQUIRED:

SUMMARY:

City of Pensacola desires to plan and design multimodal transportation improvements surrounding the transformative urban renewal project known as the old Baptist Hospital redevelopment site. This effort will include re-imagining how the major collector road connecting to the site (E Street) as well as the local roads of W Mallory, W Blount, W Moreno, and W Avery can serve the surrounding transportation disadvantaged community to better access future services and employment opportunities at the redevelopment site. Redesign will also consider how to reconnect the historic grid system to create a more efficient network.

PRIOR ACTION:

The campus was vacated in September 2023 and this project seeks to address concerns over potential further deterioration, blight, and economic decline of the surrounding neighborhood exacerbated by the relocation of the longtime community anchor. The City is undertaking a multi-pronged approach to foster revitalization of the project area, which includes modernizing the surrounding transportation network to provide multimodal connectivity, ensuring the surrounding underserved community can access the redevelopment site in a safe and efficient manner.

FUNDING:

The City will put in a grant application for a request for funding for an estimated \$850,000 to complete this project.

FINANCIAL IMPACT:

It is anticipated that the grant funding will be used to fully complete this project and as such there is no financial impact expected to be incurred.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/9/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Joel Hollon, Senior Grant Writer
Caitlin Cerame, Transportation Planner
William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Resolution No. 2024-24
2. Baptist Fact Sheet
3. Baptist Location Map

PRESENTATION: No

RESOLUTION
NO: 2024-24

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING APPLICATION TO THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY PROGRAM; AUTHORIZING GRANT APPLICATIONS FOR BAPTIST HOSPITAL.

WHEREAS, City of Pensacola desires to plan and design multimodal transportation improvements surrounding the transformative urban renewal project known as the old Baptist Hospital redevelopment site; and

WHEREAS, City of Pensacola is undertaking a multi-pronged approach to foster revitalization of the project area, which includes modernizing the surrounding transportation network to provide multimodal connectivity, ensuring the surrounding underserved community can access the redevelopment site in a safe and efficient manner.

WHEREAS, the RAISE Discretionary Program has allocated funding in excess of \$1.5 billion to municipalities throughout the state of Florida to complete critical freight and passenger transportation infrastructure projects; and

WHEREAS, this effort will include reimagining how the major collector road connecting to the site (E Street) as well as the local roads of W Mallory, W Blount, W Moreno, and W Avery can serve the surrounding transportation disadvantaged community to better access future services and employment opportunities at the redevelopment site. Redesign will also consider how to reconnect the historic grid system to create a more efficient network.;

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

Section 1. The City Council supports submitting grant applications to the state Florida Commerce Department to receive CDBG funds.

Section 2. The City Council hereby authorizes the Senior Grant Writer and Grants and Special Projects Coordinator to serve as authorized signatures for submission, as well as serve as the authorized contacts, relating to this grant application and correspondence.

Section 3. The City Council hereby authorizes the Mayor to take all actions necessary to execute all documents relating to the grant application.

Section 4. This Resolution shall become effective the fifth business day after the adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

City Clerk

City of Pensacola

Reimagine Baptist Hospital Site Connectivity

PROJECT DESCRIPTION

The City of Pensacola requests \$850,000 through the RAISE Discretionary Program to plan and design multimodal transportation improvements surrounding the transformative urban renewal project known as the old Baptist Hospital redevelopment site. The campus was vacated in September 2023 and this project seeks to address concerns over potential further deterioration, blight, and economic decline of the surrounding neighborhood exacerbated by the relocation of the longtime community anchor. The City is undertaking a multi-pronged approach to foster revitalization of the project area, which includes modernizing the surrounding transportation network to provide multimodal connectivity, ensuring the surrounding underserved community can access the redevelopment site in a safe and efficient manner.

This comprehensive planning and design effort will include reimagining how the major collector road connecting to the site (E Street) as well as the local roads of W Mallory, W Blount, W Moreno, and W Avery can serve the surrounding transportation disadvantaged community to better access future services and employment opportunities at the redevelopment site. Redesign will also consider how to reconnect the historic grid system to create a more efficient network.

GRANT TYPE
2024 RAISE Discretionary Program

PROJECT TYPE
Urban

PROJECT LOCATION
Pensacola, FL

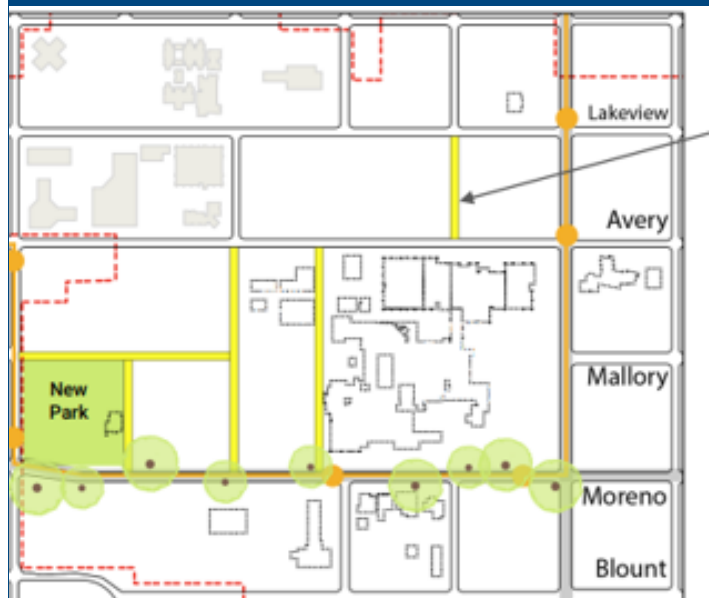
GRANT REQUEST
Planning
Preliminary Engineering

TOTAL PROJECT COST
\$850,000

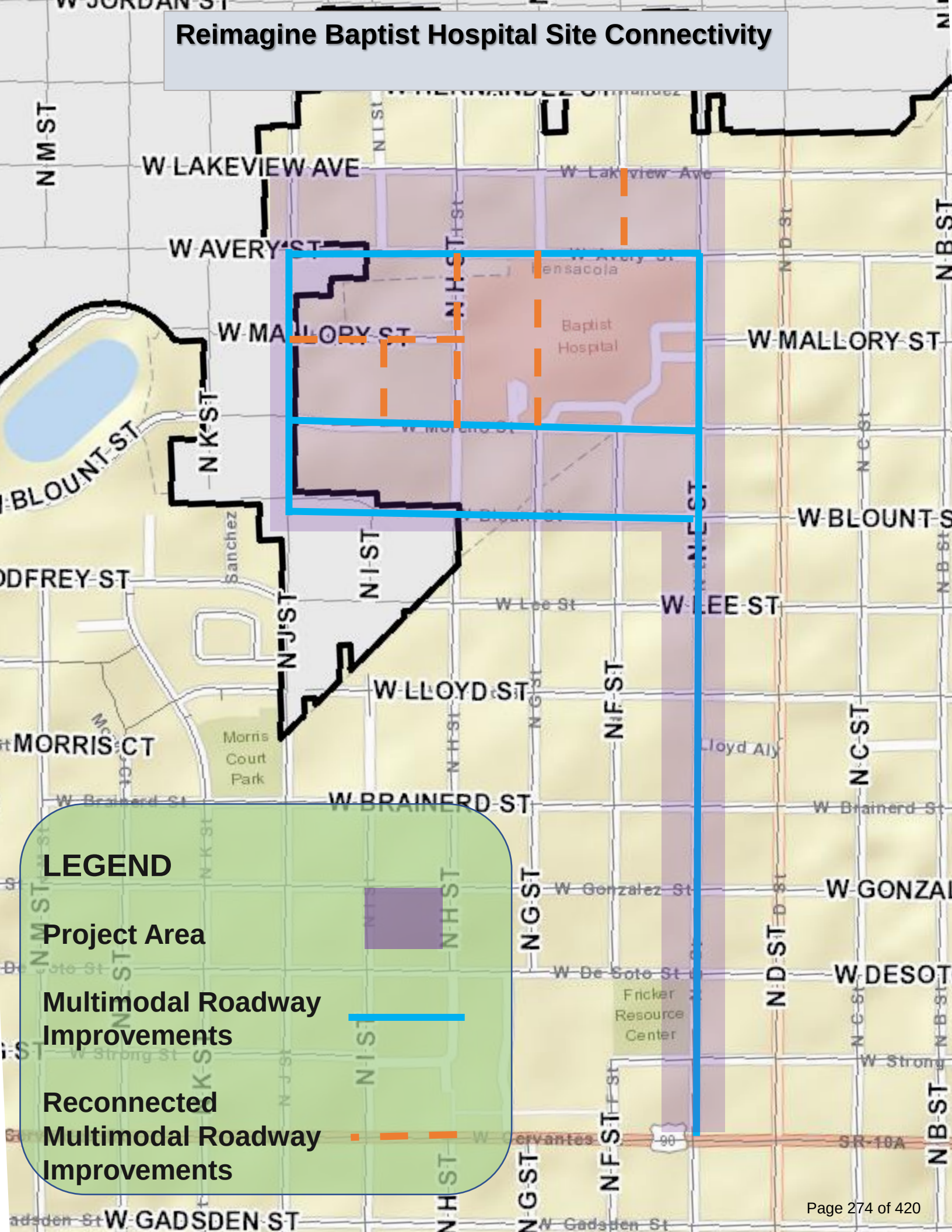
APPLICANT
City of Pensacola with support from Baptist Hospital and Escambia County.

PROJECT HIGHLIGHT

Restore selected streets connecting to the original street grid to create walkable neighborhood blocks that improve access to recreational amenities and future job opportunities.



Reimagine Baptist Hospital Site Connectivity



LEGEND

Project Area

Multimodal Roadway Improvements

Reconnected Multimodal Roadway Improvements



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-83

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 4-24 - PROPOSED AMENDMENT TO SECTION 12-4-1 OF THE CITY CODE - OFF-STREET PARKING SPACES REQUIREMENTS

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 4-24 on second reading:

AN ORDINANCE AMENDING SECTION 12-4-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFF-STREET PARKING SPACES REQUIREMENTS; AMENDING SECTION 12-4-1(4), OFF-SITE PARKING AND CREATING SECTION 12-4-1(7), PARKING REDUCTIONS FOR SPECIFIC LAND USES; PROVIDING FOR REDUCTION OF PARKING REQUIREMENTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

The Mayor's Office is requesting an amendment to Sec. 12-4-1 of the Land Development Code to expand optional parking reductions for specific land uses in the CRA Urban Core to the Westside and Eastside CRA districts.

Currently, Sec. 12-4-1(4)a.7. provides parking reductions which, "shall apply only to the community redevelopment agency's boundaries, as defined in Resolution No. 13-84." During research, staff identified two errors. First, while the CRA parking reductions are specific to on-site parking, the ordinance section is incorrectly located in Sec. 12-4-1(4) which provides requirements for off-site parking. Second, resolution No. 13-84 does not pertain to CRA districts, but rather the date, maturity, schedule, interest rates, interest dates, amount of capitalized interest, redemption provisions, bond registrar, and paying agent for redevelopment revenue bonds. Staff believes it should have referenced Resolution No. 55-80, a resolution providing for the creation of the Pensacola Community Redevelopment Agency, and that the original intent was to provide parking reductions for all CRA districts. Although these changes could be corrected as scrivener's errors, the Mayor's Office opted for maximum transparency and requested that these corrections and clarifications be reviewed by the Planning Board and

City Council.

This item was brought to the Planning Board as a discussion item in September 2023, where it received strong support from all members in attendance. At the January 2024 Planning Board meeting, the board voted 4-0 recommending that the City Council approve the amendment.

PRIOR ACTION:

February 8, 2024 - City Council voted to approve Proposed Ordinance No. 4-24 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/20/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Sherry Morris, AICP, Development Services Department Director
Cynthia Cannon, AICP, Planning and Zoning Division Manager
Gregg Harding, Assistant Planning and Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 4-24
2. Business Impact Analysis Report
3. Planning Board Minutes January 9, 2024
4. Map of CRA Districts
5. Resolution 13-84_For Reference
6. Resolution 55-80_For Reference
7. 9.10.2013 Planning Board Minutes
8. 10.24.2013 City Council Minutes

PRESENTATION: No

PROPOSED
ORDINANCE NO. 4-24

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-4-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFF-STREET PARKING SPACES REQUIREMENTS; AMENDING SECTION 12-4-1(4), OFF-SITE PARKING AND CREATING SECTION 12-4-1(7), PARKING REDUCTIONS FOR SPECIFIC LAND USES; PROVIDING FOR REDUCTION OF PARKING REQUIREMENTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-4-1 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Section 12-4-1. – Off-street parking spaces requirements.

Off-street parking is required in all zoning districts, except as provided below. The following off-street parking is required by this chapter:

(1) *General provisions.*

- a. Area calculations based on gross square footage.
- b. Where the required number of parking spaces results in a fraction, the number of spaces required shall be construed to be the next whole number.
- c. Where parking spaces are required based on number of employees or students/clients, the number of employees must reflect the largest shift and the number of students/clients must reflect the maximum capacity allowed.
- d. For multiple land use developments, additional parking spaces will be required for each different land use and/or accessory use.
- e. Handicapped parking spaces are required as a percentage of total required parking spaces for all developments other than single-family, duplex or zero-lot-line residential.
- f. With respect to any parking lot that is required to be paved, the number of parking spaces required may be reduced by one, if the developer provides a bicycle rack or similar device that offers a secure parking area for at least five bicycles.

- g. Neither off-street parking in the city right-of-way nor creation of a parking space in the right-of-way shall be permitted without obtaining a license-to-use to do so.
- h. The number of off-street parking spaces provided for buildings constructed prior to October 13, 1994, shall be deemed in compliance with the requirements of this Code, for as long as the same land use is maintained within the same building footprint. Effective October 13, 1994, off-street parking requirements set forth in subsection (2) of this section shall be required for the following development or redevelopment activities except as specifically exempted in subsections (1)j. through l. of this section:
 - 1. New construction.
 - 2. Construction of an addition to an existing building. Whenever a building is enlarged or increased in floor area, number of dwelling units, seating capacity, intensity, density or in any manner so as to create a need for a greater number of parking spaces than currently existing, such additional spaces must be provided in accordance with subsection (2) of this section. The required number of additional parking spaces must be provided concurrently with the building enlargement. In the event that additional parking spaces are required, and the resulting number of spaces required for the whole building (existing and new) exceeds ten spaces, the entire parking lot shall comply with the provisions of section 12-4-3.
 - 3. A change in land use in an existing building or portion of a building. Whenever a land use is changed to another land use requiring a greater number of parking spaces than that existing, such additional spaces must be provided in accordance with subsection (2) of this section. The required number of additional parking spaces must be provided concurrently with the change in land use. In the event that additional parking spaces are required as a result of a change in land use for buildings constructed prior to October 13, 1994, the entire number of required parking spaces for the new land use must be provided in accordance with subsection (2) of this section. In the event that additional parking spaces are required, and the resulting number of spaces required for the new land use exceeds ten spaces, the entire parking lot shall comply with the provisions of section 12-4-3.
- i. Except as provided in subsections (4) and (5) of this section, all required parking spaces must be located on the same lot or parcel with the building or use served or on an adjacent lot or parcel owned or leased by the same owner of the building site for which the parking is required. If the required parking is provided on an adjacent property separated from the common boundary by a street, appropriate measures shall be undertaken to provide pedestrian safety. Such measures include, but are not limited to,

pedestrian crosswalk, pedestrian crossing with automated traffic control, pedestrian overpass, and underground pedestrian tunnel.

- j. Off-street parking is not required in the HC-1 and HC-2 districts (see section 12-3-10(1)e.7.iii).
- k. Off-street parking is not required in the dense business area for residential land uses.
- l. New construction of buildings within the South Palafox business district that do not exceed 40 feet in height, or the renovation or change in land use of existing buildings that do not exceed 40 feet in height are exempt from the off-street parking requirements (see also section 12-3-13(4)f).
- m. New construction of buildings within the C-2A district that do not exceed 40 feet in height and 5,000 square feet in total floor area, or the renovation or change in land use of existing buildings that do not exceed 40 feet in height and 5,000 square feet in total floor area are exempt from the off-street parking requirements.

(2) *Parking requirements for specific land uses.* The following list of requirements shall apply for any land use that is permitted or that is granted a conditional use within any zoning district.

Amusement center	1 space/250 s.f.
Art gallery	1 space/500 s.f.
Auditorium	1 space/50 s.f. of assembly area
Bank	1 space/300 s.f.
Barbershop/beauty parlor	2 spaces/chair
Bed and breakfast	1 space for owner/manager plus 1 space/sleeping room
Billiard hall	2 spaces/table
Boarding house	1 space for owner/manager plus 1 space/sleeping room
Bowling alley	3 spaces/lane plus spaces required for accessory uses
Car wash	
Full-service	2 spaces/washing stall
Self-service	2 stacking spaces and 1 drying space per wash stall
Child care facility	1 space/300 s.f.
Church	1 space/4 fixed seats
Note: On-street parking within 500 feet of the building, except in residential districts, may be used towards fulfilling this requirement.	
Cocktail bar	1 space/75 s.f.
Community center	1 space/300 s.f.
Community residential home	1 space/2 beds
Convenience store	1 space/200 s.f. plus accessory uses

Dormitory/fraternity/sorority residence	1 space/2 beds
Dry-cleaning shop	1 space/500 s.f.
Funeral parlor/mortuary	1 space/200 s.f.
Game room	1 space/250 s.f.
Garage, repair	1 space/200 s.f.
Gas station	1 space/200 s.f.
Greenhouse	1 space/1,000 s.f. of lot area
Group home	1 space/2 beds
Gymnasium	1 space/50 s.f. of assembly area
Health spa	1 space/200 s.f.
Hospital	1.5 spaces/bed
Hotel	1 space/room
Industrial	1 space/500 s.f.
Kennel	1 space/1,000 s.f.
Laundromat	1 space/2 washing machines
Library	1 space/250 s.f.
Note: on-street parking within 500 feet of the building, except in residential districts, may be used toward this requirement.	
Lodging house	1 space for owner/manager plus 1 space/sleeping room
Manufacturing	1 space/500 s.f.
Marina	1 space/4 boat slips
Miniature golf course	1 space/hole
Mini-warehouse	4 spaces/1,000 s.f. of office
Motel	1 space/room
Museum	1 space/300 s.f.
Nightclub	1 space/75 s.f.
Nursery	1 space/1,000 s.f. of lot area
Nursing home	1 space/2 beds
Office	
General office	1 space/300 s.f.
Accessory office unit	1 space/300 s.f.
Government office	1 space/500 s.f.
Note: On-street parking within 500 feet of the building, except in residential districts, may be used towards this requirement for non-employee parking only. In any event, one off-street parking space shall be required for each employee in the building.	
Medical/dental office	1 space/200 s.f.
Open air market	1 space/300 s.f.
Printing or publishing firm	1 space/300 s.f.
Private club	1 space/100 s.f.
Racquetball club	1 space/court
Radio or television station	1 space/300 s.f.
Repair shop	1 space/300 s.f.

Residential	
Single-family, duplex and accessory residential unit	1 space/unit (public street) 2 spaces/unit (private street)
Multifamily, townhouse, manufactured home unit	1 space/unit
Rest home	1 space/2 beds
Restaurant	
Drive-in only	1 space/100 s.f.
Drive-through only	1 space/100 s.f.
Sit-down only	1 space/100 s.f. (including outdoor dining areas)
Combination drive-through/sit-down	1 space/100 s.f. (including outdoor dining and/or activity areas)
Retail sales/rental	
Boat	1 space/500 s.f.
Carpet	1 space/500 s.f.
Furniture	1 space/500 s.f.
Garment	1 space/300 s.f.
General	1 space/300 s.f.
Grocery store	1 space/300 s.f.
Hardware	1 space/500 s.f.
Home improvement	1 space/500 s.f.
Lumber and building materials	1 space/600 s.f.
Machinery and equipment	1 space/600 s.f.
School	
Business or trade	1 space/2 employees plus 1 space/200 s.f.
High school, college or junior college	1 space/2 employees plus 1 space/10 students
Kindergarten, elementary and middle/junior high school	1 space/2 employees plus 1 space/classroom
Self-service storage facility	4 spaces/1,000 s.f. of office plus 1 space/employee
Shopping center	1 space/300 s.f.
Skating rink	1 space/5 rated patron capacity
Stadium	1 space/5 seats
Studio	1 space/300 s.f.
Tavern	1 space/75 s.f.
Tennis club	1 space/court
Theater	1 space/6 seats
Vehicle sales/rental	1 space/400 s.f. sales area
Veterinary clinic or hospital	1 space/300 s.f.
Video arcade	1 space/300 s.f.
Warehousing	1 space/2,000 s.f.

Wholesale establishment	1 space/1,000 s.f.
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- (3) *All other uses.* Any use not covered by this chapter shall require one parking space for each 300 square feet of gross floor area in the building.
- (4) *Off-site parking.* The off-street parking requirements set forth in subsection (2) of this section may be provided off-site through a shared parking facility or leased parking facility.
 - a. Off-site parking may be provided as specified below:
 1. Shared use parking facility shared by uses that have different principal operating hours. The schedule of operation of all such land uses shall provide that none of the uses sharing the facilities normally require off-street parking facilities at the same time as other uses sharing them. The total number of required off-street parking spaces shall be determined by the combined peak hour parking requirement for all uses sharing the facility.
 2. Off-site parking spaces that are leased on an annual basis from a private owner or public agency.
 3. Off-site parking spaces located on a site owned and controlled by the owner/developer of the building site for which the off-street parking is required.
 4. When a portion or all of the required off-street parking is provided pursuant to one of the options specified above in subsections (4)a through c of this section a written agreement shall be drawn in a form satisfactory to the city attorney and executed by all parties concerned assuring the continued availability of the off-site parking facilities for the use they are intended to serve. Such written agreement shall be required as a prerequisite for the approval of a building permit for the new development or redevelopment proposed for which the parking is required. Such written agreement shall be reviewed annually as a condition for renewal of a business license required in chapter 7-2. If a written agreement securing the number of parking spaces is not provided as part of the annual business license certification, the license may be revoked by the city unless the required off-street parking is otherwise provided.
 5. When a portion or all of the required off-street parking is provided pursuant to one of the options specified above in subsections (4)a through c of this section a sign directing business patrons to the off-street parking shall be required and shall be placed in a clearly visible location in accordance with the provisions of section 12-5-4(g)(3).
 6. Off-site parking provided for businesses within the Brownsville Business Core must be located within the city limits.

7. ~~Downtown Pensacola parking reductions described in Table 12.3-1 shall apply only to the community redevelopment agency's boundaries, as defined in Resolution No. 13-84.~~

~~TABLE 12.3-1. DOWNTOWN PENSACOLA CRA
PARKING REDUCTIONS~~

Educational	25%
Lodging	35%
Office	30%
Eating/drinking establishments	100%
Indoor amusement	40%
Services	50%
College	50%
Places of worship	50%
Indoor recreation	50%
Apparel/furniture	50%
Retail < 5,000 s.f.	60%
Community services	75%
Single-family and multifamily	Only 1 space/unit required

- b. Approval of off-site parking will be based upon consideration of the following factors:
 1. The location of the business and the proposed off-site parking;
 2. The number of off-site parking spaces proposed;
 3. Intended users of the proposed off-site parking (i.e. employees, patrons or both);
 4. The distance of the proposed off-site parking measured along the shortest legal pedestrian route (i.e. along public sidewalks, crosswalks) from the nearest lot line of the building site for which the off-site parking is proposed to the nearest lot line of the off-site parking;
 5. Pedestrian safety;
 6. Nature of the business proposing the off-site parking;
 7. Potential conflicts/overlaps in any off-site shared parking arrangement;
 8. Recommendation of city attorney regarding the form of the written agreement specified in subsection (4)a.4 of this section.
- (5) The number of required parking spaces for the geographic areas and zoning districts identified in subsection (4) of this section may be reduced by the number of on-street parking spaces provided in accordance with the following criteria:

- a. The on-street parking space must be located between the extended property lines of the property requesting the reduction. If a parking space straddles two properties owned by different property owners each property may count the space towards the required parking. Where the right-of-way contains a median and parking is provided along the median, the property owner requesting the reduction may include those spaces provided they are located between the extended property lines and the centerline of the median.
 - b. The on-street parking spaces must remain open for use by the public.
- (6) New construction, additions to existing buildings and changes in land use of existing buildings within the dense business area resulting in an increase of parking requirements may comply with the parking requirements through an in-lieu payment approved by the city council.
- a. All funds collected through the in-lieu payment process shall be utilized for the express purpose of parking capital improvement projects within the dense business area.
 - b. The in-lieu payment will be calculated by the mayor and approved by the city council in accordance with the following formula:

$$\text{In-lieu parking payment} = (\text{total spaces required to meet code} - \text{on-site spaces} - \text{approved off-site spaces} - \text{approved on-street parking spaces}) \times (\text{in-lieu fee})$$

The in-lieu fee shall be based upon the cost of construction for parking spaces considering such factors as land acquisition, design fees, engineering, financing, construction, inspection, and other relevant factors.

(7) *Parking reductions for specific land uses.* Parking reductions described in Table 12.4-1 shall apply to all established community redevelopment areas, also known as Tax Incremental Financing (TIF) districts.

TABLE 12.4-1. PENSACOLA CRA PARKING REDUCTIONS

<u>Educational</u>	<u>25%</u>
<u>Lodging</u>	<u>35%</u>
<u>Office</u>	<u>30%</u>
<u>Eating/drinking establishments</u>	<u>100%</u>
<u>Indoor amusement</u>	<u>40%</u>
<u>Services</u>	<u>50%</u>
<u>College</u>	<u>50%</u>
<u>Places of worship</u>	<u>50%</u>
<u>Indoor recreation</u>	<u>50%</u>
<u>Apparel/furniture</u>	<u>50%</u>
<u>Retail < 5,000 s.f.</u>	<u>60%</u>
<u>Community services</u>	<u>75%</u>
<u>Single-family and multifamily</u>	<u>Only 1 space/unit required</u>

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.

Approved: _____

Adopted: _____
President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: P.O. No. 4-24. AN ORDINANCE AMENDING SECTION 12-4-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OFF-STREET PARKING SPACES REQUIREMENTS; AMENDING SECTION 12-4-1(4), OFF-SITE PARKING AND CREATING SECTION 12-4-1(7), PARKING REDUCTIONS FOR SPECIFIC LAND USES; PROVIDING FOR REDUCTION OF PARKING REQUIREMENTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

(7) *Parking reductions for specific land uses.* Parking reductions described in Table 12.4-1 shall apply to all established community redevelopment areas, also known as Tax Incremental Financing (TIF) districts.

TABLE 12.4-1. PENSACOLA CRA
PARKING REDUCTIONS

Educational	25%
Lodging	35%
Office	30%
Eating/drinking establishments	100%
Indoor amusement	40%
Services	50%
College	50%
Places of worship	50%
Indoor recreation	50%
Apparel/furniture	50%
Retail < 5,000 s.f.	60%
Community services	75%
Single-family and multifamily	Only 1 space/unit required

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The proposed parking reductions are **optional** and if adopted would incentivize further development and site planning options. Therefore, the proposed ordinance would not have an adverse economic impact on a private, for-profit business in the city.



MINUTES OF THE PLANNING BOARD
January 9, 2024

MEMBERS PRESENT: Chairperson Ritz, Board Member Grundhoefer,
Board Member Villegas, Board Member Van Hoose

MEMBERS ABSENT: Vice Chairperson Larson, Board Member Sampson, Board
Member Powell

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning &
Zoning Manager Harding, Assistant City Attorney Lindsay,
Help Desk Technician Russo, Development Services Director
Morris, City Surveyor Odom, Executive Assistant Chwastyk,
Development Services Coordinator Statler, Office Assistant
Longoria

STAFF VIRTUAL: None

OTHERS PRESENT: Amir Fooladi, Jason Rebol

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from December 12, 2023
- **New Business:**
- Request for Preliminary Plat Approval – Gadsden & 7th Avenue Subdivision, Zoning District OEHC-1
- Proposed Amendment to the Land Development Code – CRA Parking Reductions for Specific Land Uses
- Open Forum
- 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 Villegas made a motion to approve the December 12, 2023, minutes, seconded by Board Member Grundhoefer, and it carried 4:0.

New Business –

Request for Preliminary Plat Approval – Gadsden & 7th Avenue Subdivision, Zoning District OEHC-1

Assistant Planning & Zoning Manager, Harding introduced the item. Rebol-Battle & Associates is requesting preliminary plat approval for the Gadsden and 7th Avenue Subdivision. These properties are located within the OEHC-1 zoning district of which three (3) parcels will be subdivided into five lots to accommodate single-family detached residences.

- Property area: 0.37 acres
- Maximum Density: 35 dwelling units per acre
- Setback requirements: There shall be a 5-foot side yard setback, but no front or rear yard setbacks, unless this chapter requires a larger yard or buffer yard.

This application has been routed through the various City departments and utility providers. The visibility triangle has been expanded from fifteen feet to nineteen feet. The applicant, Jason Rebol of Rebol Battle addressed the board. This project was initially approved back in 2017, the homes will be front loaded single family products with shared driveways in the rear. There will be stormwater swells between the homes. Also, there will be underground retention under the driveways. These homes will be detached single family homes, gone through one round of the ARB, will go back before that board to address comments that were made. There was a brief discussion about the size of the homes and the size of the lots. Since this will go back before the ARB, the planning board will be provided the comments once that happens. This review is only for the division of land. There's a large tree in the ROW, it is the responsibility of the city. There will be a mitigation cost or the trees that are removed will be replaced. **Board Member Grundhoefer made the motion to approve, seconded by Board Member Villegas, and it carried 4-0.**

Proposed Amendment to the Land Development Code – CRA Parking Reductions for Specific Land Uses

Assistant Planning & Zoning Manager, Harding introduced the item. The Mayor's Office is requesting an amendment to Sec. 12-4-1 of the Land Development Code to expand optional parking reductions for specific land uses in the CRA Urban Core to the Westside and Eastside CRA districts. Currently, Sec. 12-4-1(4)a.7 provides parking reductions which, "shall apply only to the community redevelopment agency's boundaries, as defined in Resolution No. 13-84." During research, staff identified two scrivener's errors. First, while the CRA parking reductions are specific to off-street parking, the ordinance section is incorrectly located in Sec. 12-4-1(4) which provides requirements for off-site parking. Second, resolution No. 13-84 does not actually pertain to CRA districts, but rather the date, maturity, schedule, interest rates, interest dates, amount of capitalized interest, redemption provisions, and paying agent for redevelopment revenue bonds. Staff believes it should reference Resolution No. 55-80, a resolution providing for the creation of the Pensacola Community Redevelopment Agency. The existing CRA reductions were added to the Land Development Code in 2013. While parking reductions in other downtown urban cores were mentioned at those meetings, the original intent for the CRA reduction was to provide parking reductions within the full CRA boundary. Because of this, the Mayor's office is proposing to further clarify the intent of the provision by removing the word "Downtown"

and by removing references to external documents, such as Resolutions. The provision would read, "Parking reductions described in Table 12-4-1 shall apply to all established community redevelopment areas, also known as Tax Incremental Financing districts." These clarifications will permit CRA parking reductions to apply to all three CRA districts, rather than just the CRA Urban Core, it would not have to be modified in case CRA districts ever increase or shrink, and it would apply to any new CRA TIF districts if any are proposed in the future. This item was brought to the Planning Board as a discussion item in September 2023 and where it received general support from members. And while these clarifications could be internally resolved as a scrivener's errors, the Mayor opted for maximum transparency. This amendment only covers CRA, the urban core, westside, and eastside CRA, a map was shown to the board members. These parking reductions are specific to the property's use, for example, restaurants get a certain percentage and hair salons get a different percentage. From a development standpoint, some potential businesses have had challenges meeting what would normally be required of them for parking. This amendment would be beneficial to potential businesses in this area. Parking count is determined or based on square footage of buildings. Amir Fooladi spoke on the item. He is very much in favor of this amendment. As a builder, he sees the benefits of this for the westside, eastside and it may help shelved projects come back to life. He feels it encourages people to walk and sees the potential growth to these areas where this amendment would apply. Also, this may help with the city's stormwater issues since parking lots are impervious and can increase our stormwater issues. Back in 2013 this was meant for all three of the CRA areas and not just one, this is a transparent way to clarify the intent. Chairperson Ritz also recalled that when this item was presented to the Planning Board in 2013, that the intent was for all three CRA districts to benefit from parking reductions. If this item moves on to city council, there will be notification requirements so that business owners are aware of these changes. Assistant Planning & Zoning manager reread the amendments that he had read at the beginning of the item. This item would go before the city council.

Board Member Villegas made a motion to approve, seconded by Board Member Van Hoose and it carried 4:0.

Open Forum – none

Discussion

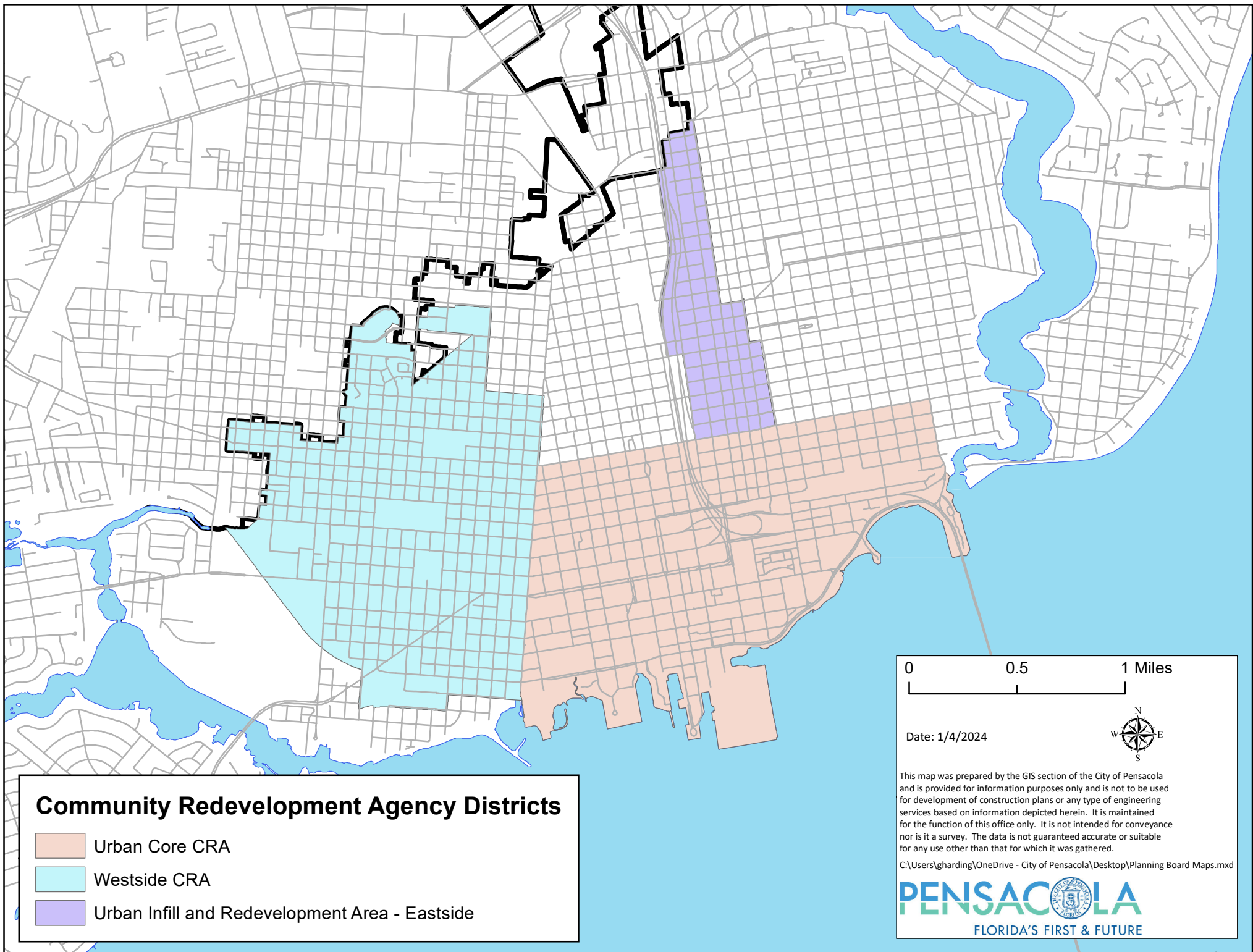
Planning & Zoning Manager Cannon gave a brief overview of the agenda for the upcoming work sessions with Inspire Placemaking Collective, the firm assessing the current Land Development Code. There was further discussion regarding items recently approved by the City Council that had come before the Planning Board.

Adjournment – With no further business, the Board adjourned at 2:44 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



RESOLUTION NO. 13-84

A RESOLUTION FIXING THE DATE, MATURITY SCHEDULE, INTEREST RATES, INTEREST PAYMENT DATES, AMOUNT OF CAPITALIZED INTEREST, REDEMPTION PROVISIONS, BOND REGISTRAR AND PAYING AGENT FOR \$2,145,000 REDEVELOPMENT REVENUE BONDS, SERIES 1984, OF THE CITY OF PENSACOLA, FLORIDA; AWARDING THE BONDS AT NEGOTIATED SALE TO THE PURCHASER; APPROVING THE OFFICIAL STATEMENT FOR THE BONDS; CANCELLING AUTHORIZATION FOR THE ISSUANCE OF THE BALANCE OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a resolution (hereinafter called "Resolution") of the City Council (hereinafter called "Governing Body") of the City of Pensacola, Florida (hereinafter called "Issuer"), duly adopted on March 13, 1984, authorized the issuance of not exceeding \$4,000,000 Redevelopment Revenue Bonds, Series 1984 (hereinafter called "Bonds"), to provide for the acquisition and construction of certain redevelopment projects in the urban core area of the Issuer; and

WHEREAS, prior to adoption of this resolution, significant changes have occurred in the municipal bond market regarding interest rates on long term municipal bonds, which are favorable to the Issuer; and

WHEREAS, based upon all available information and advice from the staff of the Issuer, the Governing Body has determined that it is in the best interest of the Issuer to respond to these favorable market conditions without undue delay; and

WHEREAS, there is insufficient time to respond to these favorable market conditions by offering the Bonds for public sale; and

WHEREAS, the complex character of the Bonds and the security therefor require lengthy and detailed structuring which could be unreasonably restricted by the lack of flexibility at public sale; and

WHEREAS, a negotiated sale of these Bonds will result in the most favorable bond financing plan and is in the best interest of the Issuer; and

WHEREAS, there has been filed with the Issuer, prior to adoption of this resolution, the disclosure statement required by Section 218.385(6), Florida Statutes, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the 20 "Bond-Buyer" Average Yield Index (hereinafter called "Index") published immediately prior to the first day of the month during which this resolution was adopted was 9.80%; and

WHEREAS, 150 basis points above the Index is 11.30%, which rate is the statutory interest rate limit (hereinafter called "Interest Rate Limit") applicable to the Bonds; and

WHEREAS, Arch W. Roberts & Co. (hereinafter called "Purchaser"), has, by written proposal, offered to purchase \$2,145,000 aggregate principal amount of the Bonds at the price of \$2,0³⁸~~00~~³⁰~~00~~, plus accrued interest to the date of delivery, at the interest rates set forth below, resulting in an average net interest cost rate less than the Interest Cost Rate Limit; and

WHEREAS, the Governing Body deems it necessary and desirable at this time to fix the date, maturity schedule, interest rates, interest payment dates, amount of capitalized interest, redemption provisions, bond registrar and paying agent for the Bonds; to award the Bonds at negotiated sale to the Purchaser; to approve the official statement for the Bonds; and to cancel authorization for the issuance of the balance of the Bonds; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. REMAINING FISCAL DETAILS FOR BONDS. The date, maturity schedule, interest rates, interest payment dates, amount of capitalized interest and redemption provisions for the Bonds shall be as set forth below.

The Bonds shall be dated April 1, 1984, and shall bear interest payable semiannually on April 1 and October 1 of each year, beginning October 1, 1984.

\$205,000 aggregate principal amount of the Bonds shall bear interest at the rates per annum and mature on April 1 in the years and amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
1987	\$15,000	8.00%	1992	\$25,000	9.25%
1988	20,000	8.25	1993	25,000	9.50
1989	20,000	8.50	1994	30,000	9.75
1990	20,000	8.75	1995	30,000	10.00
1991	20,000	9.00			

\$1,940,000 aggregate principal amount of the Bonds shall be issued as term bonds and shall mature on April 1, 2014, and bear interest at the rate of 10.75% per annum. Amortization installments are hereby established for such Bonds due April 1, 2014, and such Bonds due April 1, 2014, as will be selected by lot, shall be deemed to be due on April 1 in the years and amounts as follows:

<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>
1996	\$35,000	2005	\$ 90,000
1997	40,000	2006	95,000
1998	45,000	2007	110,000
1999	45,000	2008	120,000
2000	50,000	2009	130,000
2001	60,000	2010	145,000
2002	65,000	2011	160,000
2003	70,000	2012	180,000
2004	80,000	2013	200,000
		2014	220,000

Principal amounts of the Bonds maturing April 1, 2014, to be selected by lot, which shall be equal to the following mandatory amortization installments:

<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>
1996	\$35,000	2005	\$ 90,000
1997	40,000	2006	95,000
1998	45,000	2007	110,000
1999	45,000	2008	120,000
2000	50,000	2009	130,000
2001	60,000	2010	145,000
2002	65,000	2011	160,000
2003	70,000	2012	180,000
2004	80,000	2013	200,000
		2014	220,000

shall be redeemed on April 1 in such years prior to their maturity (except the installment maturing in the year 2014) by operation of the Term Bond Amortization Fund, created and established by the Resolution, at the price of the principal

amount thereof plus accrued interest to the date of prior redemption, or be purchased in the open market at a price not to exceed such redemption price.

The Bonds maturing in the years 1987 to 1994, both inclusive, are not subject to redemption prior to their respective stated dates of maturity. The Bonds maturing in the year 1995 and thereafter shall, at the option of the Issuer, be redeemable other than by operation of the Term Bond Amortization Fund, in whole at any time on or after April 1, 1994, or in part, in inverse order of maturity and by lot within a single maturity, on April 1, 1994, or on any interest payment date thereafter, at a price of par and accrued interest, plus the following premiums expressed as percentages of the par value thereof, if redeemed at the following times:

<u>Redemption Periods</u>	<u>Redemption Premiums</u>
April 1, 1994, through March 31, 1995	3%
April 1, 1995, through March 31, 1996	2 1/2
April 1, 1996, through March 31, 1997	2
April 1, 1997, through March 31, 1998	1 1/2
April 1, 1998, through March 31, 1999	1
April 1, 1999, through March 31, 2000	1/2
April 1, 2000, and thereafter	0

From the proceeds of the sale of the Bonds, the Issuer shall capitalize interest on such Bonds for a period of 2 years beginning on the date of the Bonds.

SECTION 2. BOND REGISTRAR AND PAYING AGENT. The bond registrar and paying agent for the Bonds shall be Florida National Bank, Pensacola, Florida.

SECTION 3. AWARD OF BONDS. \$2,145,000 aggregate principal amount of the Bonds are hereby awarded and sold to the Purchaser at the price of \$2,0^{32 30}~~00,000~~, plus accrued interest to the date of delivery, bearing interest as stated above, and upon the remaining terms and conditions of the proposed purchase contract attached hereto as Exhibit B.

SECTION 4. APPROVAL OF OFFICIAL STATEMENT. The form and dissemination of the preliminary Official Statement, dated March 19, 1984, with respect to and in connection with the

marketing of the Bonds are hereby approved. The proper officers and/or employees of the Issuer are hereby directed to cause the final Official Statement for the Bonds to be prepared in substantially the form of the preliminary Official Statement, with such changes and additions as may be suggested from time to time by the proper officers and/or employees of the Issuer.

SECTION 5. CANCELLATION OF BALANCE OF BONDS. The authorization for the issuance of the \$1,855,000 balance of the Bonds is hereby cancelled and rescinded.

SECTION 6. NECESSARY ACTION. The proper officers of the Issuer are hereby designated agents of the Issuer in connection with the issuance of the Bonds, and are authorized and empowered, individually or collectively, to take all action and steps and to execute and deliver on behalf of the Issuer any and all instruments, documents or contracts, including the purchase contract for the Bonds in substantially the form attached hereto and the Official Statement for the Bonds described in Section 4 of this resolution, which are required by the Resolution and/or are necessary and desirable in connection with the execution and delivery of the Bonds, and which are not inconsistent with this resolution and any other action relating to the Bonds.

SECTION 7. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

Passed: March 22, 1984

Approved:

Michael T. Bass
Mayor

Attest:

Pauline Johns
City Clerk

Legal in form and valid if
adopted:

Sam J. Eaton
City Attorney

PROOF OF PUBLICATION

ON FILE

IN THE

CITY CLERK'S OFFICE

RESOLUTION
NO. 55-80

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA PROVIDING FOR THE CREATION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE EXERCISE OF POWERS BY SAID AGENCY; ASSIGNING CERTAIN UNDEVELOPED AND UNDERDEVELOPED PROPERTIES TO THE COMMUNITY REDEVELOPMENT AGENCY FOR REDEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Part III, Chapter 163, Florida Statutes, entitled "Community Redevelopment", the City Council of the City of Pensacola has adopted Resolution No. 54-80; and

WHEREAS, Resolution No. 54-80 finds that the Pensacola Inner City area is a blighted area; and that the rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary in the public interest; and that there exists a need for a Community Redevelopment Agency to function in the City of Pensacola; and that the Pensacola Inner City area is designated a community redevelopment area and is appropriate for community redevelopment projects; and

WHEREAS, the City Council of the City of Pensacola has adopted Resolution No. 36-80 declaring the intent of City Council to cause the development of specified inner city properties for the public benefit; setting forth the basic land use intended for said properties; providing primary methods of involving private sector developers and investors; and providing for the use of the site specific zoning ordinance as a guideline in formulating development performance standards, NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. DEFINITIONS. The definition of terms as provided in Section 163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in this resolution.

SECTION 2. CREATION OF COMMUNITY REDEVELOPMENT AGENCY. Pursuant to Section 163.357, Florida Statutes, the City Council of the City of Pensacola hereby declares itself to be the Community Redevelopment Agency in the City of Pensacola. All rights, powers, duties, privileges, and immunities vested in a community redevelopment agency by Part III, Chapter 163, Florida Statutes, are hereby vested in the City Council of the City of Pensacola, subject to all responsibilities and liabilities imposed or incurred.

SECTION 3. EXERCISE OF POWERS.

- A. In the exercise of the rights, powers, duties, privileges, and immunities of a community redevelopment agency, the City Council of the City of Pensacola hereby authorizes, assigns, permits and directs its duly elected or appointed Mayor, Mayor Pro tempore, and City Manager, and all future incumbents to said offices, to be the members of the Executive Committee of the Community Redevelopment Agency and to perform the following functions in accordance with by-laws or procedural rules adopted by majority vote of the three aforementioned officers:

REPROFILMED

Roll 209 Frame 118

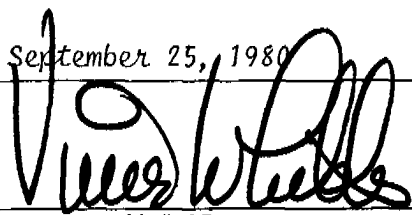
1. Employ any agents or employees, permanent or temporary, as may be required, and determine their qualifications, duties and compensation; subject to the limitations on funding as specified in Section 3(B). The City Manager may assign at his sole discretion employees of the City of Pensacola to provide services required by the Community Redevelopment Agency.
 2. Prepare community redevelopment plans and modifications thereof for community redevelopment projects in designated community redevelopment areas.
 3. Work with private investors, other governmental agencies, its agents and consultants, employees and community groups and interests to foster the development and redevelopment of City properties identified in Resolution No. 36-80.
 4. Exercise the powers enumerated in Sections 163.370, 163.380 and 163.385, Florida Statutes, except as they may be limited by Section 3(B).
 5. Comply with the reporting requirements and other requirements imposed on community redevelopment agencies by Part III, Chapter 163, Florida Statutes.
- B. The City Council of the City of Pensacola shall have sole power to:
1. Determine an area to be a slum or blighted area, or combination thereof, to designate such area as appropriate for a community redevelopment project, and to hold any public hearing required with respect thereto.
 2. Grant final approval to community redevelopment plans and modifications thereof, after receiving recommendation of the Executive Committee.
 3. Authorize the issuance of revenue bonds as set forth in Section 163.385, Florida Statutes.
 4. Approve the acquisition, demolition, removal or disposition of property as provided in Section 163.370, Florida Statutes, and the power to assume the responsibility to bear loss as provided in Section 163.370, Florida Statutes.
 5. Appropriate funds deemed necessary for the administration expense and overhead of the agency.
 6. Establish a Redevelopment Trust Fund as provided in Section 163.387, Florida Statutes.

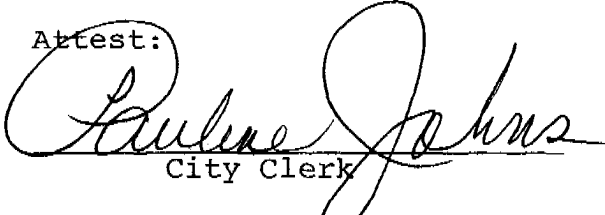
SECTION 4. REDEVELOPMENT OF CITY CONTROLLED PROPERTY.

The City Council of the City of Pensacola hereby dedicates and assigns certain undeveloped and underdeveloped properties identified in Resolution No. 36-80 to the Community Redevelopment Agency for the purpose of promoting, planning, packaging and accomplishing the redevelopment of said properties in accord-

ance with the basic land use intent and methodology set forth in Resolution No. 36-80 and by means of the enabling provisions of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law.

Adopted: September 25, 1980
Approved: 
MAYOR

Attest: 
City Clerk

Legal in form and valid if adopted:


City Attorney

THE PENSACOLA NEWS

PUBLISHED DAILY EXCEPT SATURDAY AND SUNDAY

PENSACOLA, ESCAMBIA COUNTY, FLORIDA

State of Florida, }
County of Escambia. }

Before the undersigned authority personally appeared _____

Mary Elizabeth Rost

who on oath says that she is Legal Advertising Supervisor

of The Pensacola News, a daily (except Saturday and Sunday) newspaper

published at Pensacola in Escambia County, Florida; that the attached

copy of advertisement, being a Notice in the matter of

RESOLUTION NO. 55-80

_____ in the _____ Court,

was published in said newspaper in the issues of _____

OCTOBER 3, 1980

Affiant further say that the said The Pensacola News is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each day except Sunday, and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mary Elizabeth Rost

Sworn to and subscribed before me this 7th

day of Oct., A.D., 1980.

Ditely J. Roston
NOTARY PUBLIC.

MY COMMISSION EXPIRES OCT. 11, 1983

RESOLUTION
NO. 55-80

A RESOLUTION
OF THE CITY COUNCIL

OF THE CITY OF
PENSACOLA PROVIDING FOR THE
CREATION OF THE
PENSACOLA COMMUNITY REDEVELOPMENT AGENCY;
PROVIDING FOR THE EXERCISE OF POWERS BY SAID AGENCY; ASSIGNING CERTAIN UNDEVELOPED AND DEVELOPED PROPERTIES TO THE COMMUNITY REDEVELOPMENT AGENCY FOR REDEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

The Resolution provides for the creation of the Pensacola Community Redevelopment Agency pursuant to Section 143.357, Florida Statutes. The Resolution took effect immediately upon passage by City Council at its meeting on September 25, 1980.

Pauline Jones
City Clerk

LEGAL NO. 1867 1-T OCT. 3, 1980

Planning Board 9/10/2013 Meeting Minutes Page 1 of 2

since it was previously County. Staff is recommending C-1 to match the remained of the site.

Chairman Paul Ritz stated C-1 seemed correct because of the surrounding zoning and land uses. Mr. Scott Sallis stated he was glad to see this as part of the City. Chairman Paul Ritz noted there was no one from the public to speak to this request.

Mr. Scott Sallis made a motion to approve the amendment. Mr. Bradley Davis seconded the motion and it carried unanimously.

ITEM 6: Proposed Amendments to the Land Development Code – Parking

Mr. Paul Ritz called upon Mr. Alan Gray to present. Mr. Alan Gray stated staff's recommendation is approval of the proposed parking amendment. He went on to explain that the amendment is a reduction to the required parking city-wide, then also an additional reduction within the CRA boundary. Mr. Alan Gray referenced the background data included in the agenda; he highlighted that other communities are doing this with great success. He explained that they are separating the urban and suburban parking requirements and that some other cities are not requiring any parking within urban cores. Mr. Alan Gray then reviewed the specifics of the proposed amendment. Mr. Gray also highlighted the concept that by reducing the amount of required parking, there is additional land available for development. Ms. Sherry Morris stated the historic districts and C-2A areas already don't require parking. She then stated this is the direction things are going.

Chairman Paul Ritz stated the amendment is good for redevelopment and good for the built environment. He stated this is mimicking other large, urban cities that he enjoys and that it is normal in those areas to park on the edge of the city and walk where you want to go.

Mr. Scott Sallis thanked staff for drafting the amendment. He stated that a lot of the numbers were established in the 70s and that it is a totally different development time. Mr. Sallis also pointed out that they still have minimums, so that helps. Mr. Sallis asked, in retail, for less than 5,000 square feet, what happens when the building is multi-use. Sherry Morris stated that during permit review we can break down the uses and come up with a required total. Mr. Scott Sallis noted that it's a big change to state minimums and that it frees people up to do more with their sites than just build parking.

Mr. Scott Sallis stated that when you have 10 spaces or more, then paving is required. Mr. Sallis stated it should be 12 or more or 15 or more spaces before you have to pave. Mr. Alan Gray stated staff could do a comparative analysis to determine the appropriateness of that requirement. Mr. Sallis stated that architectural features sometimes increase parking requirement, kicking them over the limit to require paving, when there is not an actual need for the parking. Mr. Gray pointed out that the new requirements are simpler to compute and should also help to address that concern.

Mr. Chips Kirschenfeld added that alternative paving materials are becoming more common. He said reinforced grass is being used and that allows for a pervious surface. He also added that just replacing buildings with rooftops is not helping the stormwater.

Mr. Alan Gray did acknowledge that the space could become a building, but there is the option to provide green space. He stated this is different because we are no longer requiring the pavement, so they will now have the option to do more with that space.

Mr. Scott Sallis noted that the County has a stipulation that places of worship are exempt from parking. He stated that is may be an issue that staff wants to review.

Mr. Scott Sallis made a motion to approve the amendment. Mr. Chips Kirschenfeld seconded the motion.

Mr. Steve Dana addressed the Board. He stated he is excited to see the amendment and to see what the Planning department has put together. Mr. Ron Butlin, DIB, said his board has not taken action on the issue but that he did support it because it encourages an active downtown. He said thank you to staff for the effort. Ms. Nina Campbell stated thank you to the Planning Department for doing a great job and providing a nice overview of the proposal and enough supporting information from other areas. Mr. Paul Ritz also stated staff did a great job.

Chairman Ritz called the question and it carried unanimously.

ITEM 7: Proposed Amendments to the Land Development Code - Minor License-to-Use Process

Sherry Morris introduced the item and explained the background. She stated that last year the LDC was amended to allow an administrative approval process for outdoor seating areas. She stated that the old process took about three months, so the idea is to simplify the process for minor uses. Sherry Morris explained it takes Planning Board, City Council, then execution of an agreement; she stated three months is a best-case scenario for this process.

She said out-swinging doors are a common issue on Palafox. Building Code requires out-swinging doors but that means the door is often encroaching. She explained that historically, this type of encroachment required the three month review process and the intent of this amendment is to allow an administrative approval. Sherry Morris also explained this new process would be allowed for driveway/parking area encroachments.

Chairman. Paul Ritz thanked staff for removing some of the oversight from the Board. He stated that their focus should be the larger scale issues, not driveways and doors. Chairman Ritz also stated he liked the

Mr. Chips Kirschenfeld asked if the insurance requirement would apply to a residential driveway. Sherry Morris stated the insurance requirement is for commercial uses and that for residential, the homeowner's insurance would cover it.

Mr. Scott Sallis said thank you for the needed improvement to the Code. He then asked if this affects vacating right-of-ways. Sherry Morris stated no, vacations require public hearings.

City Council 10/24/2013 Meeting Minutes Page 1 of 2

REGULAR AGENDA (cont'd.):

CITY ADMINISTRATOR CASTILLE: Introduced the following item:

2. PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE — OFF-STREET PARKING REQUIREMENTS

Recommendation:

That City Council conduct a public hearing on October 24, 2013 to consider the **proposed amendment to the Land Development Code pertaining to Off-Street Parking Requirements.**

PLANNING SERVICES ADMINISTRATOR MORRIS: As outlined in the memorandum dated October 24, 2013, provided a summary of the **proposed amendments to the City's Land Development Code regarding off-street parking requirements (Section 12-3-1) to reduce or eliminate the City-required parking standards, by 51.25 cumulatively within the CRA, in addition to reducing the required off-street parking standards in the entirety of the City.** She indicated the Planning Board unanimously recommended approval. She also presented overhead slides depicting the proposed changes.

Some Council Members made comments and asked questions with Planning Services Administrator Morris responding accordingly.

Public input was heard from the following individual:

Mr. Ron Butlin

COUNCIL MEMBER PRATT: Moved to approve the amendments.

COUNCIL MEMBER CANNADA-WYNN: Seconded.

COUNCIL PRESIDENT WU: There being no further discussion, called for the vote.

(Electronic voting takes place indicating the motion passed unanimously.)

COUNCIL PRESIDENT WU: Called on City Clerk Burnett to read the title of the ordinance on ***first reading*** related to this item.

CITY CLERK BURNETT: Proposed Ordinance No. 39-13 to be entitled:

AN ORDINANCE AMENDING SECTION 12-3-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE OFF-STREET PARKING SPACES REQUIREMENTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

City Council 10/24/2013 Meeting Minutes Page 2 of 2

REGULAR AGENDA (cont'd.):

COUNCIL MEMBER BARE: Moved the approval (of P.O. #39-13).

COUNCIL MEMBER PRATT: Seconded.

COUNCIL PRESIDENT WU: There being no discussion, called for the vote.

(Electronic voting takes place indicating the motion passed unanimously.)

CITY ADMINISTRATOR CASTILLE: Introduced the following item:

3. **PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE — COMMERCIAL ACCESSORY USES AND ADMINISTRATIVE VARIANCES**

Recommendation:

That City Council conduct a public hearing on October 24, 2013 to consider the **proposed amendment to the Land Development Code pertaining to Commercial Accessory Uses and Administrative Variances.**

PLANNING SERVICES ADMINISTRATOR MORRIS: As outlined in the memorandum dated October 24, 2013, provided a summary of the **proposed amendments to the City's Land Development Code regarding commercial accessory uses (Sections 12-2-8 and 12-2-31) to allow for greater flexibility in accessory structure uses and standards; and administrative variances (Section 12-12-2) to permit staff-level variances.** She referenced Planning Board discussions of the proposed amendments over the last year and which unanimously recommended approval. She also presented overhead slides depicting the proposed changes.

Council Members asked questions throughout the presentation with Planning Services Administrator Morris responding accordingly.

COUNCIL PRESIDENT WU: There being no public input, indicated he will entertain a motion.

COUNCIL MEMBER PRATT: Moved to approve the amendments.

COUNCIL MEMBER CANNADA-WYNN: Seconded.

Council Members continued to ask questions with Planning Services Administrator Morris providing clarification.

COUNCIL PRESIDENT WU: Upon conclusion of discussion, called for the vote.

(Electronic voting takes place indicating the motion passed unanimously.)

REGULAR AGENDA (cont'd.):

CITY ADMINISTRATOR CASTILLE: Introduced the following item:

2. PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE — OFF-STREET PARKING REQUIREMENTS

Recommendation:

That City Council conduct a public hearing on October 24, 2013 to consider the **proposed amendment to the Land Development Code pertaining to Off-Street Parking Requirements.**

PLANNING SERVICES ADMINISTRATOR MORRIS: As outlined in the memorandum dated October 24, 2013, provided a summary of the **proposed amendments to the City's Land Development Code regarding off-street parking requirements (Section 12-3-1) to reduce or eliminate the City-required parking standards, by 51.25 cumulatively within the CRA, in addition to reducing the required off-street parking standards in the entirety of the City.** She indicated the Planning Board unanimously recommended approval. She also presented overhead slides depicting the proposed changes.

Some Council Members made comments and asked questions with Planning Services Administrator Morris responding accordingly.

Public input was heard from the following individual:

Mr. Ron Butlin

COUNCIL MEMBER PRATT: Moved to approve the amendments.

COUNCIL MEMBER CANNADA-WYNN: Seconded.

COUNCIL PRESIDENT WU: There being no further discussion, called for the vote.

(Electronic voting takes place indicating the motion passed unanimously.)

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CITY CLERK BURNETT: Proposed Ordinance No. 39-13 to be entitled:

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REGULAR AGENDA (cont'd.):

COUNCIL MEMBER BARE: Moved the approval (of P.O. #39-13).

COUNCIL MEMBER PRATT: Seconded.

COUNCIL PRESIDENT WU: There being no discussion, called for the vote.

(Electronic voting takes place indicating the motion passed unanimously.)

CITY ADMINISTRATOR CASTILLE: Introduced the following item:

3. **PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE — COMMERCIAL ACCESSORY USES AND ADMINISTRATIVE VARIANCES**

Recommendation:

That City Council conduct a public hearing on October 24, 2013 to consider the **proposed amendment to the Land Development Code pertaining to Commercial Accessory Uses and Administrative Variances.**

PLANNING SERVICES ADMINISTRATOR MORRIS: As outlined in the memorandum dated October 24, 2013, provided a summary of the **proposed amendments to the City's Land Development Code regarding commercial accessory uses (Sections 12-2-8 and 12-2-31) to allow for greater flexibility in accessory structure uses and standards; and administrative variances (Section 12-12-2) to permit staff-level variances.** She referenced Planning Board discussions of the proposed amendments over the last year and which unanimously recommended approval. She also presented overhead slides depicting the proposed changes.

Council Members asked questions throughout the presentation with Planning Services Administrator Morris responding accordingly.

COUNCIL PRESIDENT WU: There being no public input, indicated he will entertain a motion.

COUNCIL MEMBER PRATT: Moved to approve the amendments.

COUNCIL MEMBER CANNADA-WYNN: Seconded.

Council Members continued to ask questions with Planning Services Administrator Morris providing clarification.

COUNCIL PRESIDENT WU: Upon conclusion of discussion, called for the vote.

(Electronic voting takes place indicating the motion passed unanimously.)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-87

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 3-24 - AMENDING TITLE XI OF THE CITY CODE, AMENDING TRAFFIC AND VEHICLE, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING.

RECOMMENDATION:

That City Council adopt Proposed Ordinance 3-24 on second reading.

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-26, OBSTRUCTION OF TRAFFIC; SECTION 11-2-27, ALLEYS; SECTION 11-2-28, PASSENGER CURB LOADING ZONES; SECTION 11-2-29, FREIGHT CURB LOADING ZONES; SECTION 11-2-32, PARKING PROHIBITED AT ALL TIMES AT CERTAIN PLACES; SECTION 11-2-34 PARKING TIMES LIMITED ON CERTAIN STREETS; SECTION 11-2-35, PARKING OF MAJOR RECREATIONAL EQUIPMENT AND COMMERCIAL VEHICLES IN RESIDENTIAL AREAS RESTRICTED; SECTION 11-2-36, FINE FOR UNAUTHORIZED USE OF PARKING SPACES RESERVED FOR PHYSICALLY DISABLED PERSONS; SECTION 11-2-37, PARKING FINES; SECTION 11-2-50, TIME LIMITS AND RATES FOR PARKING IN REGULATED SPACES; FINES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Mayor's Office is requesting amendments to the City of Pensacola's Code of Ordinances Chapter 11-2 - Traffic and Vehicles - Sections 11-2-26 through 11-2-50. The request is to correct, standardize, and clarify language in 11-2-26 through 11-2-36. The request also includes recommended modifications to parking fines in 11-2-37 (a) and (b), as well as correctly defining the appeal process in (c). Parking hourly fee language has been deleted in 11-2-50 to align with the city's standard practice of City Council approval of fee structures via the annual budget process versus defining in a city ordinance.

PRIOR ACTION:

February 8, 2024 - City Council voted to approve Proposed Ordinance No. 3-24 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

In FY23 the parking fine revenue was a total of \$433,851. If a similar number of fines were paid in the same offense proportion, the City's fine revenue could increase between an estimated \$400,000 to \$450,000 annually. The increase in these funds would be used to offset expenses associated with enforcing the parking regulations and to fund traffic, transportation, and other enhancements within the parking related district.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Deputy City Administrator
Lissa Dees, Parking and Constituent Services Director
Vanessa Moore, Assistant City Attorney / Police Legal Advisor

ATTACHMENTS:

1. Proposed Ordinance No. 3-24
2. Legal Memorandum from Nabors Giblin & Nickerson PA
3. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 3-24

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-26, OBSTRUCTION OF TRAFFIC; SECTION 11-2-27, ALLEYS; SECTION 11-2-28, PASSENGER CURB LOADING ZONES; SECTION 11-2-29, FREIGHT CURB LOADING ZONES; SECTION 11-2-32, PARKING PROHIBITED AT ALL TIMES AT CERTAIN PLACES; SECTION 11-2-34, PARKING TIMES LIMITED ON CERTAIN STREETS; SECTION 11-2-35, PARKING OF MAJOR RECREATIONAL EQUIPMENT AND COMMERCIAL VEHICLES IN RESIDENTIAL AREAS RESTRICTED; SECTION 11-2-36, FINE FOR UNAUTHORIZED USE OF PARKING SPACES RESERVED FOR PHYSICALLY DISABLED PERSONS; SECTION 11-2-37, PARKING FINES; SECTION 11-2-50, TIME LIMITS AND RATES FOR PARKING IN REGULATED SPACES; FINES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 11-2-26 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-26. Obstruction of traffic.

- (a) No person shall park any vehicle upon a street in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for free movement of vehicle traffic.
- (b) Where streets are not completely paved or curbs provided, the parking of a car shall not use up more than twelve (12) inches of the paved portion of the street.

SECTION 2. Section 11-2-27 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-27. Alleys.

- (a) No person shall stop, stand or park a vehicle within an alley in a business district except for the expeditious loading or unloading of materials, and in no event for a period of more than twenty (20) minutes, and no person shall stop, stand or park a vehicle in any other alley in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for the free movement of vehicular traffic.
- (b) No person shall stop, stand or park a vehicle within an alley in such position as to block the driveway or entrance to any abutting property.

SECTION 3. Section 11-2-28 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-28. Passenger curb loading zones.

No person shall stop, stand or park a vehicle for any purpose or period of time except for the expeditious loading or unloading of passengers in any place marked as a passenger curb loading zone during hours when the regulations applicable to such passenger curb loading zone are effective, and then only for a period not to exceed five (5) minutes.

SECTION 4. Section 11-2-29 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-29. – Freight curb loading zones.

- (a) No person shall stop, stand or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in any place marked as a freight curb loading zone during hours when the provisions applicable to those zones are in effect. In no case shall the stop for loading and unloading of materials exceed thirty (30) minutes.
- (b) The driver of a vehicle may stop temporarily at a place marked as a freight curb loading zone for the purpose of and while actually engaged in loading or unloading passengers when the stopping does not interfere with any motor vehicle used for the transportation of materials which is waiting to enter or about to enter the zone.

Sec. 11-2-30. - Restricted parking zones.

No person shall stop, stand or park a vehicle for any purpose or length of time in any restricted parking zone other than for the purpose to which parking in that zone is restricted, except that a driver of a passenger vehicle may stop temporarily in the zone for the purpose of and while actually engaged in loading or unloading of passengers when the stopping does not interfere with any vehicle which is waiting to enter or about to enter the zone for the purpose of parking in accordance with the purpose to which parking is restricted.

Sec. 11-2-31. - Parking prohibited at all times on certain streets.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any street whereon parking is thus prohibited.

SECTION 5. Section 11-2-32 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-32. – Parking prohibited at all times at certain places.

No person shall park a vehicle at any time on any of the following parts of streets, sidewalks or sidewalk areas where signs are erected giving notice thereof:

- (1) In front of a theater entrance;
- (2) In front of the entrance or exit of a hotel;
- (3) In front of the entrance to any building ~~where in the opinion of the mayor it has been determined by the mayor that~~ parking should be prohibited for public safety.

Sec. 11-2-33. - Prohibited during certain hours on certain streets.

When signs are erected in each block giving notice thereof, no person shall stop, stand or park a vehicle within the block during the hours prohibited by the signs.

SECTION 6. Section 11-2-34 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-34. Parking time limited on certain streets.

When signs are erected giving notice thereof, no person shall stop, stand or park a vehicle in the block where the signs are located at any time during the hours prohibited by the signs.

- (1) Parking on blocks posted with a time limit is permitted free of charge for a period not to exceed the time limit posted.
- (2) No person shall move or reposition a vehicle parked on-street to another on-street location on the same block having a posted time limit for purposes of avoiding the posted time limits. Moving or repositioning a vehicle parked on-street to another on-street location on the same block having a posted time within eight (8) hours of initially parking within the same block having a posted time limit shall create a rebuttable presumption that the moving or repositioning of the vehicle parked was for the purpose of avoiding the posted time limits.

SECTION 7. Section 11-2-35 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-35. Parking of major recreational equipment and commercial vehicles in residential areas restricted.

It shall be unlawful for any person to park or store major recreational equipment or commercial vehicles (large commercial vehicle or small commercial vehicles) except in accordance with the provisions of subsections (1) and (2) of this section and sections 12-3-59 (parking and storage of major recreational equipment) and 12-3-66 (parking of commercial vehicles in residential neighborhoods).

(1) *Recreational equipment.*

a. *General requirements.*

1. Parking or storage of major recreational equipment, except for loading and unloading not to exceed twenty-four (24) hours, shall not be permitted in any portion of any public right-of-way.
2. Repairing or maintaining major recreational equipment, except repairs necessitated by an emergency, shall not be permitted in any portion of any public right-of-way.
3. Major recreational equipment shall not be parked or stored on any vacant lot except where such vacant lot adjoins a lot on which a principal structure under the same ownership is located.
4. Major recreational equipment may not be parked or stored on a parking lot for the principal purpose of displaying such equipment for sale except on parking lots where the sale of vehicles and major recreational equipment is a duly authorized permitted use (i.e., new and used car lot, major recreational equipment sales lot).

5. Major recreational equipment may not be used for storage of goods, materials or equipment other than those items considered to be part of the vehicle or major recreational equipment essential for its immediate use.
 6. Parking or storage of major recreational equipment is allowed in duly authorized facilities designed for storage and parking of major recreational equipment and on residential premises as provided in subsection (1)b of this section.
- b. *Residential requirements.* Parking or storage of major recreational equipment on residential premises shall be allowed subject to the following conditions:
1. May be parked or stored in:
 - i. Permanent equipment enclosures such as carports or garages;
 - ii. The driveway of the owner's residence but not in any portion of any public right-of-way;
 - iii. Rear yards not closer than three feet to the rear and side property lines;
 - iv. The front yard except in the required visibility triangle (refer to section 12-3-58) but only perpendicular to the front lot line and within fifteen (15) feet of either side lot line; or
 - v. One of the required side yards but not both.
 2. May be parked on corner lots in the required street side yard except in the required visibility triangle.
 3. May be parked anywhere on residential premises not to exceed 24 hours during loading or unloading.
 4. Shall not be used for living, sleeping or housekeeping purposes while stored on a residential premises.
 5. Shall not be connected to any utilities except electricity.
 6. May not be parked or stored in required parking spaces of multiple-family developments.
 7. Must be maintained in an operable condition and must be properly licensed in accordance with all laws of the state.

(2) *Commercial vehicles.*

a. *Large commercial vehicles.*

1. Parking or storage of any large commercial vehicle, except for loading and unloading not to exceed twelve (12) hours, shall not be permitted in any portion of the right-of-way located within a residential district or development. Loading and unloading means that the commercial

vehicle is attended and materials are being actively loaded/unloaded into and out of the commercial vehicle.

2. Parking or storage of any large commercial vehicle on any residential premises shall not be permitted except as follows:
 - i. Temporary parking during loading and unloading not to exceed twelve (12) hours. Loading and unloading means that the commercial vehicle is attended and materials are being actively loaded/unloaded into and out of the commercial vehicle.
 - ii. Temporary parking of construction equipment and delivery vehicles on or adjacent to a properly permitted construction site.
3. Large commercial vehicles shall not be used for living, sleeping or housekeeping purposes while temporarily parked as provided above.
4. The mayor may, for good cause shown, grant a temporary permit with reasonable conditions exempting any large commercial vehicle from the provisions of this section for a period not to exceed seventy-two (72) hours.
5. Permanent parking or storage of large commercial vehicles on a residential premises may be permitted according to the following specific requirements:
 - i. Must be contained within a garage or similar enclosed accessory structure meeting the requirements of section 12-3-55(4): residential accessory structures standards.
 - ii. Shall not be connected to any utilities.
 - iii. Shall not be used for living, sleeping or housekeeping purposes.
 - iv. Must be maintained in an operable condition and must be properly licensed in accordance with all laws of the state.
- b. *Small commercial vehicles.* Small commercial vehicles when not in active service shall not be parked or stored in any portion of the right-of-way located within a residential district or development between the hours of 6:00 p.m. and 6:00 a.m.

Permanent parking or storage of small commercial vehicles on residential premises is permitted subject to the following conditions:

1. May be parked or stored in:
 - i. Garage, carport or similar enclosed accessory structure meeting the requirements of section 12-3-55(4): residential accessory structures standards.

- ii. The driveway of the residential premises of the vehicle's owner and/or operator.
- 2. Must be maintained in an operable condition and properly licensed in accordance with all laws of the state.
- 3. Must be owned and/or operated by a resident of the residential premises.
- 4. Shall not be connected to any utilities.
- 5. Shall not be used for living, sleeping or housekeeping purposes.
- 6. Shall not be more than two small commercial vehicles on a residential premises.
- c. *Public school buses.* Public school buses operated by drivers employed by the Escambia County School District during the school year shall be permitted to park on the residential premises of the operator. Public school buses shall not be parked or stored in any portion of the right-of-way in a residential district or development between the hours of 6:00 p.m. and 6:00 a.m. Public school buses shall adhere to all provisions of subsection (2)a of this section and section 12-3-66(a).

(3) *Penalties.*

- a. The owner of any recreational equipment or commercial vehicle found to be in violation of any of the provisions of this section shall be fined in the amount of fifty dollars (\$50.00) for the first offense, one hundred and fifty dollars (\$150.00) for the second offense and two hundred and fifty dollars (\$250.00) for the third and subsequent offenses that occur within a twelve (12) month period. Each day the violation continues shall constitute an additional and separate offence. The amount of the fine shall be doubled if payment is not received, or if payment is not postmarked, within 72 hours fifteen (15) days of the time of the notice of the violation.
- b. Violations shall be enforced in the manner prescribed in sections 11-2-66 through 11-2-72.

SECTION 8. Section 11-2-36 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-36. Fine for unauthorized use of parking spaces reserved for physically disabled persons.

The fine to be imposed for the unauthorized use of specially designated and marked motor vehicle public parking spaces reserved for the exclusive use of disabled individuals, as provided by F.S. §§ 316.008, 316.1955, 316.1956, and 318.18, shall be two hundred and fifty dollars (\$250.00) per violation.

SECTION 9. Section 11-2-37 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

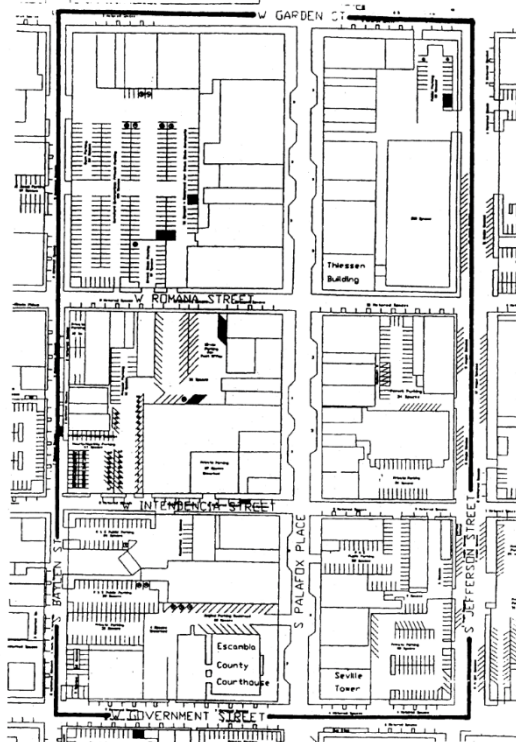
Sec. 11-2-37. Parking fines.

- (a) Unless otherwise specified in this chapter, the owner of any vehicle found to be in violation of any of the provisions of this chapter within the city shall be fined in the amount of twenty-five dollars (\$25.00) for per the first offense; \$20.00 for the second offense, \$40.00 for the however, beginning with the third offense that occurs within a twelve (12) month period the fine shall be in the amount of fifty dollars (\$50.00) offense and \$100 for the fourth and each or subsequent offense thereafter within a twelve (12) month period shall increase by twenty-five dollars (\$25) from the last fine for each additional when the offenses, subsequent to the first offense occur within (12) months of the first offense. Subsequent fine amounts for offenses that occur within the same twelve (12) month period shall not be greater than two hundred dollars (\$200.00). The amount of the fine shall be doubled if payment is not received by the city, or if payment by mail is not postmarked, within 15 days fifteen (15) days of the date of notice of the violation.
- (b) Notwithstanding the provisions of subsection (a), above, vehicles found to be in violation of posted parking regulations when the city has issued permits for special events as defined in section 11-4-171 of the Code of the City of Pensacola, Florida, within the area bounded on the north by Wright Street, on the south by Bayfront Parkway, on the east by 9th Avenue, and on the west by Baylen Street, shall be fined in the amount of ~~\$25.00~~ fifty dollars (\$50.00) for each offense. The amount of this fine shall be doubled if payment is not received by the city, or if payment by mail is not postmarked, within ~~72 hours~~ fifteen (15) days of the time of notice of the violation.
- (c) Any person receiving a fine pursuant to subparagraph (a) or (b), above, may seek to have the fine rescinded by filing an ~~objection~~ appeal with the City of Pensacola Code Parking Authority Department within ~~ten~~ fifteen (15) days of the date of issuance of the fine. The City of Pensacola Code Parking Authority Department shall schedule a hearing ~~on the objection~~ before the special magistrate at a regularly scheduled meeting and the special magistrate shall have the authority to confirm or rescind the fine. In order to support an order rescinding the fine, the special magistrate must find and articulate on the record sufficient facts and circumstances that the fine was improvidently imposed, or that the fine should otherwise be rescinded. The recipient of the fine must appear in person or through authorized electronic means, and must provide testimony or other evidence under oath. The decision of the special magistrate shall be final.

Sec. 11-2-38. - Obstruction of vehicular traffic lanes for pickup and delivery in designated areas prohibited.

- (a) No vehicle shall stop, stand or park, even temporarily, for the purpose of pickup and delivery of any goods, packages or other tangible items, on any portion of the street designated and intended for the flow of vehicular traffic, in any portion of the following streets: On Garden Street from Baylen Street to Jefferson Street; on Baylen Street between Garden Street and Government Street; on Palafox Street or Palafox Place between Garden Street and Government Street; on Jefferson Street between Garden Street and Government Street; on Romana Street between Baylen Street and Jefferson Street; on Intendencia Street between Baylen Street and Jefferson Street; and on Government Street between Baylen Street and Jefferson Street.
- (b) The terms "stop," "stopping," "stand," "standing," "park" and "parking" shall have the definitions set forth in F.S. § 316.003.
- (c) Stopping, standing or parking by commercial vehicles for the purpose of pickup or delivery of goods, packages or any other tangible items, within the area specified in subsection (a) of this section, shall take place only in areas adjacent to the curb of those streets which areas shall be specifically designated for the use of commercial vehicles with appropriate signage.
- (d) Stopping, standing or parking in any area designated for commercial delivery use, by a vehicle not engaged in commercial delivery or pickup, is prohibited.
- (e) The mayor is authorized to designate appropriate areas adjacent to the curb of any street defined in subsection (a) of this section, for the purpose and use of commercial delivery vehicles engaged in pickup and delivery of goods, packages or any other tangible items, and the mayor is hereby authorized to provide for any appropriate signage suitable to that purpose.
- (f) The owner or operator of any vehicle found to be in violation of any of the provisions of this section shall be fined in the amounts set forth in section 11-2-37, and violations shall be enforced in the manner provided in sections 11-2-66 through 11-2-72.

Truck Delivery Restricted Area



Secs. 11-2-39—11-2-48. - Reserved.

Sec. 11-2-49. - Authority of mayor to designate regulated parking zones.

The mayor is hereby authorized to determine and designate regulated parking zones and to install and maintain upon any of the streets or parts of streets of the city as many parking control devices as necessary in the parking zones, where it is determined that the installation of parking control devices shall be necessary to aid in the regulation, control and inspection of the parking vehicles. The parking control devices may be of whatever type as determined by the mayor.

SECTION 10. Section 11-2-50 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-50. Time limits and rates for parking in regulated spaces; fines.

~~The rate for parking in on-street, regulated parking spaces within the city shall be \$.50 per hour.~~ No vehicle may be parked in any such space without the owner or an occupant thereof making payment to the parking control device for the full period during which the vehicle is parked in such space; provided, however, no vehicle may park in any such space for longer than the maximum time permitted by the parking control device.

SECTION 11. 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 12. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 13. 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

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel



TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

TALLAHASSEE
1500 Mahan Drive
Suite 1500
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

Memorandum

To: Vanessa Moore, Assistant City Attorney

From: Bradley Weissman, Esquire

Date: December 20, 2023

Subject: Authority and Formula to Set Parking Rates for Municipal Parking Facilities and On-Street Parking

This memorandum is being submitted in response to your request seeking our Firm to opine on whether there are any statutory or administrative restrictions or guidelines governing who may be designated with the authority to set parking rates in the City and whether there are required formulas or guidelines that the City must follow in establishing parking rates.

We have reviewed various Florida Statutes, administrative codes, and the code of ordinances of other municipalities. Based upon our research there is no governing body of law that requires a specific process for the establishment and approval of parking rates. The City may approve parking rates by whatever process the City determines is in its best interest. There is no requirement that the rate be approved by ordinance of the City Council or in any other specific manner. Additionally, the City is free to use whatever criteria it may determine to be appropriate to set parking rates including, but not limited to, fair market value.

Although not a legal opinion, we would direct you to a document we discovered during our research, authored by the U.S. Department of Transportation Federal Highway Administration, which identified the following parking pricing methods: free parking, fixed pricing, performance-based pricing, variable rates, and escalating rates. See *Contemporary Approaches to Parking Pricing: A Primer, 2020* (appended hereto as Exhibit A). Performance-based pricing consists of varied pricing taking into consideration the available on-street and off-street spaces during specific periods of time and adjusting the pricing to ensure that spaces are available and "cruising for parking spaces" is limited. The pricing adjustment can be performed by the use of

technology or manually through empirical data. Variable pricing takes into account the need for parking at various locations, during varying days and times. Thus, pricing may vary depending on the day of the week, time of the day, and the location of the spaces. Escalating pricing is designed to discourage long-term parking by increasing the rate the longer the vehicle is parked at the location. This pricing method encourages space turnover and availability. As such, establishing pricing is based on the City's goals, which may include, but are not limited to, reducing traffic by encouraging carpooling or creating parking availability by encouraging parking space turnover.

Exhibit A

Contemporary Approaches to Parking Pricing: A Primer

2.0 Pricing Overview

FHWA and local governments are looking at leveraging market forces by pricing transportation resources to reduce congestion. Pricing, if properly instituted, accomplishes three important objectives:

1. It can allocate scarce transportation resources in a way that mitigates congestion and ensures greater efficiency from the entire transportation system;
2. It reduces potentially market distorting subsidies that have induced excess auto travel; and
3. It creates a revenue stream that can be invested in access enhancements, which could in turn reduce parking (and driving) demand.

Pricing parking can be a powerful tool—especially when used in conjunction with other travel demand management strategies—to influence travelers' decisions about whether to drive alone, carpool, use transit, or use non-motorized travel modes. Reductions in drive-alone travel can subsequently reduce emissions and congestion and improve access and revenue generation.

This section of the primer discusses the two basic approaches to parking pricing: 1) free and fixed-rate pricing and 2) performance-based pricing. Within performance-based pricing there are two primary strategies: variable prices and escalating prices. These approaches can be used by cities to better manage parking supplies while simultaneously improving the travel experience of those who continue to choose driving. Depending on how parking revenues are invested, a parking strategy can more broadly improve access to an area where the desire to drive and park currently exceeds road capacity and/or parking supply.¹

2.1 Free and Fixed Rate Parking

Cities own a tremendous amount of real estate that comprises the public right-of-way (ROW). While the value of the ROW as an asset is implicit in permit fees for uses ranging from block parties and construction to non-automobile storage, peculiarly, most cities allow residents and visitors to store their automobiles rent free on much of the ROW. In some instances, typically in business districts, municipalities will charge nominal parking meter fees. Because cars are parked about 96 percent of the time and because estimates of the number of parking spaces per automobile range from three to five, the 194 million registered vehicles in the United States take up between 5,200 and 8,700 square miles of parking space. The land devoted to parking in the United States could fill an area between the size of Connecticut and New Jersey—a valuable asset that is underutilized.

As noted in the introduction, the first parking meters were installed in Oklahoma City in 1935. Studies pre-dating the installation of those meters showed that vehicles parked on commercial streets belonged, by and large, to local merchants and their employees. Customers, who had begun to own automobiles at increasing rates, were left to circle around hoping that a parking space would become available. These drivers contributed to the incipient but fast growing downtown congestion problems. Civic leaders recognized that by renting the curb, rather than giving it away, they could shift the dynamic. Meters were first installed on only one side of each street. In the morning, as workers and merchants arrived, the free spaces quickly filled. By 10:00 a.m., as shoppers came downtown, metered spaces made up the majority of available parking. As customers completed their business and departed, the metered spaces were used by later arriving customers, who also paid for use of the parking spaces. By one account, merchants on the free side began to clamor for meters on their side as well (Popular Mechanics, 1935). The pricing strategy was very effective; instead of having all the spaces taken up by all-day parkers, ample turnover allowed many users to access the area. In short order, other cities adopted this approach to rationing the curb. All-day parkers resorted to finding spaces in slightly more remote areas, or left their vehicles at home, allowing the high-demand spaces to turn over repeatedly throughout the day. The outcome was good for business and good for street performance.

With inflation, however, the price of the meters effectively became lower and lower, and the rationing effect was eroded. Losing sight of the initial reason for meter installation, city leaders became dependent on parking revenues but lacked the political will to price the curb effectively to continue the initial success. Instead, downtown merchants, fearing competition from the burgeoning suburbs, fought for cheap or free parking.

Boston is an instructive case. In January 2011 Boston increased meter rates for the first time in 25 years, after "mulling it over for 10 years" (Andersen 2011). By the time of the rate increase, the pre-existing \$1.00 an hour meter rate, set uniformly across the city, had lost value with inflation. The rate was effectively half what it had been when it was set in the mid-1980s. To restore the meter rate to what it had been the city would have had to double the rate to \$2.00. Rather than use a performance-based pricing strategy, as explained below, the city simply increased the rate to \$1.25 and justified the increase as a way to raise revenue for the city's general fund. Lacking a travel management rationale, the rate hike was seen by parkers as a tax on drivers.

On-street parking and most municipally or publicly owned off-street parking, particularly at transit stations, has traditionally been free or set at fixed prices that vary little by location or time of day. In those cases where prices had at some time been established according to supply and demand, the failure of pricing to keep pace with inflation (and demand) has left the municipalities and agencies in charge of parking pricing without a sound justification for taking action. As in the Boston example, fixed-price parking, across time and geography, without respect to demand or inflation, is not very different from free parking in terms of congestion mitigation and access. Fixed-price parking has a benefit over free parking in that it does signal a fee for use of the space rather than simply an entitlement to the ROW, but it falls far short of its potential as an effective demand management tool.

In the 1960s and 1970s, cities concerned about competition from suburban merchants focused on trying to offer free and abundant parking instead of focusing on parking access. Boulder, Colorado, however, was an exception. Boulder's city leaders and merchants believed the essential ingredient to success was available parking for those who drove to the main business district, but, at the same time, they saw the value of rationalizing access, realizing that in order to offer abundant free parking, as suburban developers did, they would have to redevelop in a suburban style. By allowing the large-scale development of parking facilities, the city would essentially erode land values and become "suburban" itself. Instead, the city established the first parking benefit district, charging for parking, coordinating on-street and off-street fees, and using the revenue to enhance other transportation modes.

Rather than maintaining fixed pricing, increasingly cities are taking a holistic approach, as Boulder did. The current approach considers access broadly, taking into account all travel modes, and uses modern parking-management strategies to define and meet demand. These cities set parking rates to achieve specific occupancy goals or other objectives. Depending on the goals and local conditions, parking rates can vary by location, time of day, and presence of a special event. Policies and subsequent pricing are data-driven and designed to balance demand throughout neighborhoods and central business districts. Because they are data-driven, these policies allow city managers to adjust prices quickly based on economic and land-use changes.

2.2 Performance-based Pricing

Fixed-rate pricing has been the standard parking-pricing option for cities since the parking meter was introduced. While it may not adequately price parking, it does have advantages. The pricing scheme can be implemented with mechanical meters, requires no additional special equipment, and does not require the collection of data regarding parking utilization and availability. Unfortunately, fixed-rate pricing fails to manage parking supply.

Pricing parking based on performance goals for the street or transportation system, often called performance-based pricing, allows cities to better manage the parking supply. Parking experts generally agree that 10 to 20 percent (one or two spaces) of on-street parking per block should be vacant most of the time as a way to reduce or eliminate cruising for parking (BPR, 1956; Levy, et al. 2012). Higher vacancy rates may be a sign that pricing is too high.

While a vacancy rate of 10 to 20 percent might be the most common performance goal used by cities, other goals can be considered as well. Pricing can be set to drive turnover, maximize value extraction, and transition travelers away from private automobiles to more sustainable travel modes. In any case, the performance standard is met through various pricing schemes, including rates that escalate the longer a person is parked, prices that vary by location, prices that vary by time of day, or a combination of these options.

Implementing a performance-based pricing program begins with understanding the local parking context and establishing a balance between parking supply, both on street and off, and demand. Accurate and up-to-date supply and demand data are helpful to determine appropriate parking rates, but the rates can be set empirically as well. San Francisco and Seattle are good examples of cities that are empirically setting rates to reduce cruising. San Francisco has taken a complex approach with the aid of "smart" meters that can accommodate multiple forms of payment, charge variable parking rates, and record data regarding usage and duration of use; parking sensors; and a very advanced data collection system, whereas Seattle is experimenting with a low-technology approach that focuses on manual measurements of on-street parking conditions. Both cities seek to set rates that assure an appropriate level of available space (see the Seattle case study in section 7 and the San Francisco callout at the end of this section).

Variable Rates

Parking rates should be allowed to vary across a variety of dimensions. One dimension should be geographical, as some areas of a city will have greater parking demand than others. Rates should also vary by time of day, which is already a common practice as meter rates are typically in effect only during daytime hours and overnight parking is free. A few cities, New York City and San Francisco being notable examples, have implemented differential parking rates that vary by time of day based on changes in parking demand. New York City implemented variable parking rates in two pilot neighborhoods. In one neighborhood the peak rate is charged between 12:00 p.m. and 7:00 p.m. and in the other neighborhood the peak rate is charged between 6:00 p.m. and 10:00 p.m. As in most meter applications, overnight parking is still free, leaving three distinct price regimes throughout the day. Rates should also vary across days of the week, as some areas



Photo credit: iStockphoto

will have higher demand on weekdays than weekends and vice versa. They should also vary across time more generally: as inflation erodes prices and as areas gain or decline in popularity, meter rates should fluctuate to reflect these realities.

A somewhat controversial approach is to vary prices in real-time, which the District of Columbia is proposing to pilot for some on-street commercial vehicle parking. This approach is analogous to a travel lane that is priced to ensure a particular travel time. As parking utilization on a given block increases, the price escalates from a base price. The practice is more controversial with respect to parking as there is a value-driven belief among most city leaders that people should have a reasonable a priori expectation of prices. Also, it may be counterproductive to keep the price low for people who arrived during a period of high availability. That outcome would encourage people to arrive early and stay for longer periods.

Escalating Prices

Often used in off-street parking, escalating rates increase the longer a vehicle is parked at a location. The rate structure is designed to discourage long-term parking, thereby increasing parking turnover and availability. Differentiated rates are common practice at airports. Airport operators typically divide parking into short-term and long-term lots. The spaces nearest the terminal are well suited to people who are dropping off or picking up passengers and will only use the space for a short time. People who will be parking overnight or for multiple days are often accommodated farther away so the airport operator has adequate parking supply for those who need the more convenient spaces. The way that airports enforce the distinction is by setting different prices. Frequently they will set an escalating price in the short-term lot to discourage long stays. Atlanta's Hartsfield-Jackson airport charges short-term parkers \$2.00 per hour for the first 2 hours and then \$3.00 per hour for the next 4 hours. At Chicago's O'Hare Airport they charge \$2.00 for the first hour, \$3.00 for the second hour, nothing for the third hour, and then a steep rise to \$5.00 for the fourth hour and \$19.00 for the fifth hour. An escalation like this encourages people to park only for short periods to accomplish a task. In the case of an airport, the task is to pick up passengers.

Cities may also use this model where they wish to encourage additional parking turnover. For example, they may wish to use this approach in commercial areas that have many deliveries. If deliveries can be accomplished in 1 or 2 hours, having a third and fourth hour charge that is very high will discourage all-day parkers, allowing an adequate turnover rate so that deliveries can be accommodated. In New York City, certain spaces throughout the city are designated for commercial vehicles. The rate for these spaces is \$4.00 for the first hour, \$5.00 for the second hour, and \$6.00 for the third hour.

2.3 Parking Turnover Versus Parking Availability

Cities that have adopted explicit performance goals usually seek to achieve a certain level of parking turnover or a certain level of parking availability. At the heart of each goal is the objective that people wishing to park should be able to do so with minimum search costs. As a practical matter turnover may be hard to measure (especially if space sensors have not been deployed), which means it is difficult for a city to know if it has met a turnover-related performance standard; however, availability may be simpler to measure (e.g., by occasionally conducting manual counts and supplementing such counts with meter-payment data). Turnover is also harder to enforce. Many cities adopted time limits on metered spaces to meet their turnover goals. Anecdotally it is unclear that citizens understand that a time limited meter is to be vacated at the end of the time limit. Many people think they need only return to their car and "feed the meter" in order to be in compliance with the regulation. The evidence shows that meter time limits are frequently violated (Weinberger et al., 2010). Time limit enforcement used to rely on agents placing chalk marks on the tires of parked cars. Newer approaches use license plate recognition technologies but still require an enforcement agent to make frequent passes along the streets.

Technological advances have made obtaining data, setting prices, and adjusting prices much easier. New smart meter systems can accommodate multiple forms of payment, charge variable parking rates, and record data regarding usage and duration of use. These meters can be supplemented with parking sensors and license plate reader technology, both of which have been used by cities to determine occupancy with varying degrees of success.

Instituting different pricing strategies does not require advanced technology but it is made much easier and defensible with emerging meter and data collection technology. These technological advances are the subject of the next section.

SFpark

SFpark is the nation's largest and most sophisticated performance-parking program to date. It includes 6,000 parking spaces in seven pilot districts and has received over \$19 million in Federal funds to implement. SFpark's overarching goal is to price city-owned on-street and off-street parking facilities at rates that help redistribute demand and ensure that one parking space is usually available per block and that at least some parking will be available in garages. Additionally, SFpark is intended to change public attitudes towards metered, on-street parking by providing better parking information and customer service.



Photo credit: SFpark

The heart of the program is its technological innovation and data collection: sensors at each of the 6,000 parking spaces collect real-time occupancy information that is used to make future pricing decisions that are data-driven and easily understood by the traveling public. Smart-meters play a crucial role in the program by allowing *SFpark* to charge different rates at different times and to adjust pricing remotely. The city uses an in-house database tool to link data from its various parking assets and make rate adjustments. Parking rates are set to achieve occupancy goals of 60 to 80 percent and can range between \$0.25 and \$6.00 per hour. Rates vary both geographically and by time of day.

SFpark has developed a book detailing the innovative program's implementation and lessons learned. The book, "*SFpark*: Putting Theory Into Practice," is available from the *SFpark* Web site at sfpark.org.

¹In many instances of apparent parking under-supply it is infeasible and/or unsound to add parking capacity. This occurs where the street system is also congested and where adding parking would require reducing active uses of the land. [[Return to note 1.](#)]

[previous](#) | [next](#)





Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

P.O. No. 3-24: AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-26, OBSTRUCTION OF TRAFFIC; SECTION 11-2-27, ALLEYS; SECTION 11-2-28, PASSENGER CURB LOADING ZONES; SECTION 11-2-29, FREIGHT CURB LOADING ZONES; SECTION 11-2-32, PARKING PROHIBITED AT ALL TIMES LIMITED ON CERTAIN STREETS; SECTION 11-2-35 PARKING OF MAJOR RECREATIONAL EQUIPMENT AND COMMERCIAL VEHICLES IN RESIDENTIAL AREAS RESTRICTED; SECTION 11-2-36, FINE FOR UNAUTHORIZED USE OF PARKING SPACES RESERVED FOR PHYSICALLY DISABLED PERSONS; SECTION 11-2-37, PARKING FINES; SECTION 11-2-50, TIME LIMITED AND RATES FOR PARKING IN REGULATED SPACES; FINES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

- a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
- c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
- d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Modification of parking fines from \$10.00 for the first offense; \$20.00 for the second offense, \$40.00 for the third offense and \$100.00 for the fourth or subsequent offense to \$25.00 for the first and second offense; \$50.00 for the third and each subsequent offense thereafter within a twelve-month period – shall increase by \$25.00 dollars from the last fine for each additional offense. Subsequent fine amounts for offenses that occur within the same twelve-month period shall not be greater than \$200.00 dollars. The parking fine modification is based on research and recommendation of the city's parking consultant to standardize Pensacola's parking citation fees with other cities in Florida, improve parking compliance, enhance control of parking spaces, and incentive payment of paid parking which will increase the city's ability to properly manage the city's parking assets and ensure safety through proper parking enforcement and penalties.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the city: None

3. Estimate of direct compliance costs that businesses may reasonably incur: None

4. Any new charge or fee imposed by the proposed ordinance: Modification of existing fees. There are no new fees imposed.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: estimated citation revenue increase is \$215K annually.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: Zero

7. Additional information (if any but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the city as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-97

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 1-24 - REQUEST FOR VOLUNTARY ANNEXATION -
BEARING POINT - AIRPORT BOULEVARD PROPERTIES

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 1-24 on second reading.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Bearing Properties, on behalf of Airport Apartments, LLC, has requested that the City approve a voluntary annexation to incorporate the parcels located at 422, 424, and the 400 Block of Airport Boulevard into the City limits. The parcels are currently located within an unincorporated portion of Escambia County. The request indicates that the future plans for the property are to develop a 200-unit apartment complex.

The proposed annexation area is contiguous to the City limits and City Departments have confirmed that there are no concerns with providing services to the area.

Approval of the annexation request will necessitate a subsequent amendment to the City's Zoning and Future Land Use Maps to include the subject properties.

Florida Statute 171.044 provides that:
Voluntary annexation

1. The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

2. Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

February 8, 2024 - City Council voted to approve Proposed Ordinance No. 1-24 on first reading.

FUNDING:

None.

FINANCIAL IMPACT:

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/18/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Sherry Morris, AICP, Development Services Department Director

ATTACHMENTS:

1. Proposed Ordinance No. 1-24
2. Business Impact Estimate
3. Request for Annexation - Bearing Point - Airport Blvd

PRESENTATION: No

PROPOSED
ORDINANCE NO. 1-24

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city council has found that the property described below is contiguous to the city and reasonably compact in nature and meets the requirements of F.S. sections 171.043 and 171.044; and

WHEREAS, the city council has determined that the area described below does not have any registered voters and that the owners of more than 50 percent of the parcels of land in such area consent to such area being annexed into the city as provided by F.S. section 171.0413(6); and

WHEREAS, the city council has caused to be prepared a report setting forth the plans to provide urban services to the area described below, which report is in conformance with the requirements of F.S. section 171.042, and said report has been distributed in accordance with said act;

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

SECTION 1. That the city hereby finds and declares that all requirements of law provided by F.S. chapter 171 have been met, for the purpose of integrating and annexing said area into the City of Pensacola, the hereafter described area, and that the City of Pensacola does hereby accept into the city the following described properties which are being integrated and annexed by the city and make a part and portion of the city, lying within and hereby incorporated into the City of Pensacola, to-wit:

DESCRIPTION: (OFFICIAL RECORDS BOOK 7728, PAGE 591)

PARCEL 1:

THAT PART OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 30 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE P.R.M. MONUMENT AT THE NORTHEAST CORNER OF BLOCK 1, CRESTVIEW SUBDIVISION (PLAT BOOK 1,

PAGE 13), THENCE NORTH 21 DEGREES 25 MINUTES EAST 54.91 FEET TO THE NORTH LINE OF KILBEE AVE, THENCE WESTERLY WITH SAID NORTH LINE AND PARALLEL TO AND 50 FEET DISTANT FROM THE SOUTH LINE OF SAID AVENUE, 864 FEET TO A STAKE AT GRESHAM'S SOUTHWEST CORNER FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHERLY AT RIGHT ANGLES TO KILBEE AVE. A DISTANCE OF 611 FEET TO A STAKE; THENCE WESTERLY AT RIGHT ANGLES TO LINE JUST RUN A DISTANCE OF 70 FEET TO A STAKE; THENCE SOUTHERLY & PARALLEL TO LINE FIRST RUN A DISTANCE OF 611 FEET TO THE NORTH SIDE OF KILBEE AVE. TO A STAKE; THENCE EASTERLY ALONG THE NORTH SIDE OF KILBEE AVE. A DISTANCE OF 70 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, LYING AND BEING IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA. LESS AND EXCEPT THAT PORTION OF SAID PROPERTY CONTAINED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3595 PAGE 851, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY. FLORIDA.

PARCEL 3:

BEGIN AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL 1 BEING THE ONE (1) ACRE TRACT PREVIOUSLY SOLD TO KIRBY MCHENRY AND LOUISE MCHENRY AS RECORDED IN DEED BOOK 183, PAGE 93, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE RUN WEST ALONG THE NORTH LINE OF SAID ONE ACRE TRACT A DISTANCE OF 70 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE RUN NORTH AT RIGHT ANGLES TO LINE JUST RUN TO SECTION LINE OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 30 WEST; THENCE RUN IN AN EASTERLY DIRECTION ALONG SAID SECTION LINE TO A POINT WHERE A LINE RUNNING NORTH AND AT RIGHT ANGLES FROM THE NORTHEAST CORNER OF SAID ONE ACRE TRACT WOULD INTERSECT THE SAID SECTION LINE; THENCE RUN SOUTH AT RIGHT ANGLES TO KILBEE AVENUE TO THE POINT OF BEGINNING OF THIS DESCRIPTION, LYING AND BEING IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

(OFFICIAL RECORDS BOOK 7728, PAGE 593)

PARCEL 2:

COMMENCING AT THE P.R.M. MONUMENT AT THE NORTHEAST CORNER OF BLOCK 1 CRESTVIEW SUBDIVISION (PLAT BOOK 1, PAGE 13) THENCE NORTH 21 DEGREES 25 MINUTES EAST 54.91 FEET TO THE NORTH LINE OF KILBEE AVENUE, THENCE WESTERLY ALONG THE NORTH LINE OF KILBEE AVENUE A DISTANCE OF 934 FEET TO BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SAME DIRECTION A DISTANCE OF 70 FEET TO A STAKE; THENCE RUN IN A NORTHERLY DIRECTION (AT RIGHT ANGLES TO THE KILBEE AVENUE) TO THE NORTH LINE OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 30 WEST, THENCE IN A EASTERLY DIRECTION ALONG THE SAID NORTH LINE OF SAID

SECTION TO A POINT WHICH IS 70 FEET AT RIGHT ANGLES FROM WEST LINE JUST RUN, THENCE IN A SOUTHERLY DIRECTION (AND PARALLEL TO THE SAID WEST LINE) TO THE NORTH LINE OF KILBEE AVENUE, BEING THE BEGINNING OF THIS DESCRIPTION, LYING AND BEING IN SECTION 35 TOWNSHIP 1 SOUTH, RANGE 30 WEST.

LESS AND EXCEPT: THAT PORTION AS DESCRIBED IN THAT ORDER OF TAKING IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 3595, PAGE 851 (AND AS SPECIFICALLY DESCRIBED IN OFFICIAL RECORDS BOOK 3595, PAGE 857 OF SAID DOCUMENT), ALL OF THE ABOVE LAND LYING, BEING AND SITUATE IN ESCAMBIA COUNTY, FLORIDA.

AND:

THAT PART OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 30 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE P.R.M. MONUMENT AT THE NORTHEAST CORNER OF BLOCK 1, CRESTVIEW SUBDIVISION (PLAT BOOK 1, PAGE 13), THENCE NORTH 21 DEGREES 25 MINUTES EAST 54.91 FEET TO THE NORTH LINE OF KILBEE AVENUE, THENCE WESTERLY ALONG THE NORTH LINE OF KILBEE AVENUE A DISTANCE OF 1004 FEET, THENCE NORTHERLY AT RIGHT ANGLES TO KILBEE AVENUE A DISTANCE OF 611 FEET FOR POINT OF BEGINNING, THENCE RUN WEST AND PARALLEL TO KILBEE LANE 70 FEET, THENCE RUN NORTHERLY AND PARALLEL TO WEST LINE OF PROPERTY OF DESCRIBED IN OFFICIAL RECORDS BOOK 6874, PAGE 417, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, TO NORTH LINE OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 30 WEST, THENCE EASTERLY ALONG NORTH LINE OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 30 WEST TO NORTHWEST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6874, PAGE 417, THENCE SOUTHERLY ALONG WEST LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6874, PAGE 417 TO THE POINT OF BEGINNING.

A map depicting the area to be annexed is attached hereto as Exhibit A.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 1-24 (Bearing Point - Airport Blvd. Properties)

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

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):



December 21, 2023

Honorable Mayor D.C. Reeves and City Council
ATTN: Sherry Morris
The City of Pensacola
Planning Services
P.O. Box 12910
Pensacola, FL 32521
smorris@cityofpensacola.com

VIA EMAIL

RE: Property annexation for 422, 424, and 400 Block of Airport Blvd.

Dear Ms. Morris,

Airport Apartments, LLC currently owns three parcels of land at 422, 424, and 400 block of Airport Blvd. The three parcels are Escambia County parcel IDs 351S07208000000, 351S307207000001, and 351S307207000000. Bearing Point Properties, on behalf of Airport Apartments, LLC are requesting to have these three parcels annexed into the city of Pensacola.

The ownership group intends to build a 200-unit apartment complex on the site. The annexation would be beneficial to the owners as it would grant future residents the benefits of living in the city of Pensacola as opposed to unincorporated Escambia County.

Thank you for your consideration of our request. We look forward to hearing from you.

Sincerely,

John Buzzell
Managing Partner – Bearing Point Properties, LLC

Jeff Landry
Managing Member – Airport Apartments, LLC



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-168

City Council

2/22/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

ADD-ON ITEM: LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA, FLORIDA AND BELLA MENTE QUANTUM RACING ASSOCIATION (AMERICAN MAGIC) AT THE PORT OF PENSACOLA.

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a Lease Agreement between the City of Pensacola, Florida and Bella Mente Quantum Racing Association (American Magic) at the Port of Pensacola. Further that City Council authorize the Mayor to take the actions necessary to execute and administer this Lease 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:

The Port of Pensacola seeks to transform Warehouse #10 and the associated area into a High-Performance Maritime Center of Excellence in partnership with American Magic, a professional sailing team competing for America's Cup. United by a mandate to win the America's Cup, American Magic is developing a pathway for a generation of engineers, boatbuilders and technicians to enhance the marine industry in the United States and set Pensacola on a trajectory of being a leader on the world sail racing stage. The facility is required in order to secure headquarters relocation of Bella Mente Quantum Racing Association (American Magic) to the Port of Pensacola.

The negotiated lease is for the facility and 20 exclusive use parking spaces, with additional exterior space to be negotiated at a future date. The base rent is \$291,200 per annum for 10 years with one option to renew for a period of 10 years.

PRIOR ACTION:

June 15, 2023 - Council acceptance of the Governor's Job Growth Grant Fund and supplemental budget resolution

September 14, 2023 - Council acceptance of the Triumph Gulf Coast Grant and supplemental budget resolution

November 9, 2023 - Council approval of A&E contract with Muller and Muller, LTD for Phase I of the design and engineering (facility)

January 18, 2024 - Council approval of A&E amendment to contract with Muller and Muller, LTD for design and engineering of the wet slip

FUNDING:

N/A

FINANCIAL IMPACT:

Revenue resulting from the lease is estimated to be \$291,200 per year for a period of 10 years with an option to renew for an additional 10 years. Funds received will remain within the Port Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Clark Merritt, Port Director
Erica Grancagnolo, Economic Development Director

ATTACHMENTS:

1. Real Property Lease & Development Agreement

PRESENTATION: No

***REAL PROPERTY LEASE
AND DEVELOPMENT
AGREEMENT***

***AT THE PORT OF
PENSACOLA***

BETWEEN

BELLA MENTE QUANTUM RACING ASSOCIATION

AND

CITY OF PENSACOLA

Effective Date: _____, 2024

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Exhibit “C” – Estimated Funding Sources

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**PORT OF PENSACOLA
REAL PROPERTY LEASE
AND DEVELOPMENT
AGREEMENT**

THIS REAL PROPERTY LEASE AND DEVELOPMENT AGREEMENT (this “Lease”) is hereby made and entered into as of the Effective Date (hereinafter defined), by and between **BELLA MENTE QUANTUM RACING ASSOCIATION**, a Delaware nonprofit corporation qualified to do business in Florida as Bella Mente Quantum Racing Association Corp. (the “Tenant”), and **CITY OF PENSACOLA**, a Florida municipal corporation (“the “City”), in its capacity as owner and operator of PORT OF PENSACOLA (the “Port”). The City and the Tenant may, from time to time, be referred to in this Lease individually as “a “Party” and collectively as “the “Parties.”

RECITALS

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

WHEREAS, the Tenant is a 501(c)(3) nonprofit corporation whose primary business activity is the development and operation of sail racing teams that compete in the America’s Cup and other sail races, as well as the design and manufacture of sail racing boats, including but not limited to the sail racing boat known as Patriot and its successor boats and prototypes and models thereof, for both training and competition;

WHEREAS, the Tenant desires to re-locate its headquarters and operations to Pensacola, Florida, as hereinafter provided;

WHEREAS, the City and the Tenant desire for the City to design, renovate, and finish out partially-completed Warehouse 10 at the Port of Pensacola (to include a 50’ warehouse extension) and to design and construct a dock and boat ramp at the Port of Pensacola;

WHEREAS, it is in the best interest of the community for the City to encourage and support local economic development for the City of Pensacola Port of Pensacola, improve and promote the quality of life for all citizens and visitors of Pensacola by providing a wide range of recreational, athletic, social, and educational opportunities, and to efficiently operate the Leased Premises; and

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

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

ARTICLE 1. DEFINITIONS

Section 1.01 DEFINITIONS

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

“Additional Rent” has the meaning set forth in Section 6.04 of this Lease.

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

“Base Rent” means the annual base rent for the Leased Premises as specified or determined in Article 6 of this Lease.

“Capital Improvements” means the addition of a permanent structural change or the restoration of some aspect of the Leased Premises that will (i) materially enhance the Leased Premises’ overall value, (ii) have a useful life of at least five (5) years or prolong the useful life of then-existing capital improvements on the Leased Premises by at least five (5) years, and (iii) the cost of which will be classified as a capital expense under generally accepted accounting principles consistently applied. “Capital Improvements” specifically excludes any and all tenant-owned personal property, equipment and trade fixtures.

“CCEI” means the Consultant Construction Engineering Inspector required by the Florida Department of Commerce grant identified in Exhibit “C” and retained by the City, which CCEI shall have all responsibilities required by applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications, and shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the City..

“City” means the City of Pensacola, a Florida municipal corporation, and any successor to the City in ownership of the Port.

“Commencement Date” means the date this Lease is fully executed by all Parties and for purposes of this Lease is also the Effective Date. The Parties agree that time is of the essence, and each agrees to act with diligence and all due haste to expedite its portion of the execution process.

“Common Port Facilities” means all necessary cargo area appurtenances, including, but not limited to, laydown areas, berth aprons, and other common facilities and infrastructure appurtenant to the Port.

“Construction Contract” means the construction contract entered into between the City and the CMAR for the construction of the Project.

“Construction Manager at Risk” or “CMAR” means the construction manager at risk selected by the City, pursuant to a competitive process as required by applicable law, to construct the Project.

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

“Date of Beneficial Occupancy” means the date that the Program Manager certifies that the Facilities have been substantially completed in substantial compliance with the Final Project Plans (as defined in Article 4 below), a Certificate of Occupancy has been issued for the Facilities, and Tenant may use and occupy the Leased Premises for the permitted use described in Section 5.01.

“Design Professionals” means Muller & Muller, Ltd., being the architect and engineer selected by the City, pursuant to a competitive process as required by applicable law, to design the Project and to furnish other professional design services in connection with the Project.

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

“Environmental Laws” means, collectively, all federal, state, water management district, and local environmental, land use, safety, or health laws, rules, regulations, ordinances, and common law, including, but not limited to, the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.) (“CAA”); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j), the Federal Water Pollution Control Act (commonly known as the Clean Water Act) (33 U.S.C. §§ 1251-1387), and Sections 253, 373, 376 and 403, Florida Statutes, as any of the foregoing may hereafter be amended, any rule or regulation pursuant thereto, and any other present or future law, ordinance, rule, regulation, code, permit or permit condition, order, notice of violation, decree, consent agreement, or directive addressing an environmental, safety, or health issue of or by the federal government, or of or by any state or other political subdivision thereof, or any agency, court, or body of the federal government or any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions. The term “Environmental Laws” also shall mean and include the Port of Pensacola’s Storm Water Pollution Prevention Plan (“SWPPP”) and all future amendments thereto.

“Event of Default” shall have the meaning assigned in Article 18 below.

“Exclusive Use Space” means the spaces and areas within the Leased Premises for the use and occupancy of the Tenant to the exclusion of all others. The current Exclusive Use Space is existing Warehouse #10 itself and the twenty (20) exclusive use parking spaces to be designated by the City pursuant to Section 6.03, but does not include any outdoor space on the exterior of Warehouse #10 other than such 20 exclusive parking spaces; provided, however, that in the event that an extension to Warehouse #10 up to fifty (50) feet in length is added to Warehouse #10 pursuant to Article 4, then such extension up to fifty (50) feet in length shall automatically be added to and included in the Land and the Leased Premises as Exclusive Use Space without modification of the Base Rent or any other terms of this Lease. Even though the preceding sentence is self-operative, in such event, for the avoidance of doubt, the Parties shall enter into an appropriate written amendment to this Lease.

“Facilities” means all improvements now or hereafter existing on the Land during the Lease Term, which may include without limitation (i) the presently existing partially finished steel-framed and sided building known as Warehouse #10 at the Port, together with all future modifications, additions, and accessions to and replacements of Warehouse #10, including without limitation those modifications, additions, and accessions that are made by the City pursuant to this Lease, (ii) the 50-foot extension to Warehouse #10 and the other improvements to Warehouse #10 made by the City and/or the Tenant pursuant to this Lease, and (iii) the dock, boat ramp and appurtenant improvements made by the City pursuant to this Lease.

“Final Project Plans” means the 100% complete, issued for construction plans and specifications for the Project developed in accordance with Article 4 below.

“Final Project Schedule” means the final schedule for the design and construction of the Project developed in accordance with Article 4 below.

“Guaranteed Maximum Price” means the maximum all-inclusive price for which the CMAR agrees to construct the Facilities.

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

“Land” means the sum of the land for the Exclusive Use Space and the land for the Preferential Use Space. Exhibit “A” hereto depicts the current Land, subject to expansion as provided in “Exclusive Use Space” and “Preferential Use Space” as defined in this Section 1.01.

“Leased Premises” means the Land and all improvements now or hereafter existing on the Land, including without limitation the Facilities.

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

“Lease Year” means each period of twelve consecutive calendar months that begins on an anniversary of the Rent Commencement Date of this Lease or, if the Rent Commencement Date is not the first day of a month, each period of twelve consecutive calendar months that begins on the first day of the next month after each such anniversary of the Rent Commencement Date of this Lease; provided, however, that the first Lease Year shall commence on the Rent Commencement Date and continue to, but not including, the first day of the next Lease Year

“New Job” shall have the meaning of a full-time equivalent position paid through the Tenant’s or its related parties’ Florida-based entities.

“120 New Jobs” shall have the meaning of 120 full-time equivalent positions paid through the Tenant’s or its related parties’ Florida-based entities.

“Ordinary Wear and Tear” means normal deterioration of an improvement to real property that occurs solely from the reasonable and intended use of the improvement over time despite the timely and proper performance of reasonable routine maintenance and preventive maintenance.

“Preferential Use Space” means that portion of the Leased Premises being for the Tenant’s non-exclusive use in common with other users, provided that the Tenant’s use thereof shall have preference over all other users, subject to the provisions of this Lease. The Preferential Use Space shall be the land for Phase 2 of the Project (to-wit: the dock, boat ramp, and/or wet slip, and appurtenant improvements), as ultimately designed and constructed pursuant to Article 4. Upon completion of construction of Phase 2, such space shall automatically be added to and included in the Land and the Leased Premises as Preferential Use Space without modification of the Base Rent or any other terms of this Lease. Even though the preceding sentence is self-operative, upon completion of construction of Phase 2, for the avoidance of doubt, the Parties shall enter into an appropriate written amendment to this Lease.

“Port” means the Port of Pensacola located in Pensacola, Florida, as it now exists and as it may exist in the future.

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

“Port Master Plan” means the assembly of appropriate documents and drawings addressing development of the Port from physical, economic, social, and political jurisdictional perspectives as designated from time to time by the City and the Port Director as the Port Master Plan. The Port Master Plan includes, without limitation, forecasts of cargo & maritime business activity, a Port land use plan, 2019 Port Vision Plan, 2022 Vision Plan Update, (or any successor plan), a Port layout plan set, a Port access and parking plan, port storm water master plan, a capital improvement plan, and a budget and/or financial plan.

“Program Manager” means Erica Grancagnolo, Economic Development Director of the City, or such other person or program management firm designated by the City, who shall act as the City’s representative with responsibility for Project delivery.

“Project” means the entire project to be constructed on the Land and upon certain other areas of the Port pursuant to plans and specifications approved by both the City and the Tenant in accordance with Article 4 below, including without limitation (i) the design and construction of modifications, additions, and accessions to, and finishing and upfitting of, Warehouse #10, (ii) the design and construction of a 50-foot extension to Warehouse #10, and (iii) the design and construction of a boat dock, boat ramp or slip, and appurtenant improvements, all as more particularly described in Article 4.

“Project Cost” means the actual total, all-inclusive cost of construction of the Project, including without limitation permitting fees, professional fees, appropriate contingencies, and hard and soft costs of construction.

“Rent” means, collectively, the Base Rent and the Additional Rent.

“Rent Commencement Date” means the Date of Beneficial Occupancy.

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

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

“Tariff” means Port of Pensacola Terminal Tariff No. 5A, as amended and revised from time-to- time, or any successor thereto.

“Tenant” means the lessee under this Lease as identified in the first paragraph of this Lease, and any assignee of this Lease pursuant to an assignment permitted by this Lease.

“Value Engineering” means an organized effort directed at analyzing the function of facilities for the purpose of achieving the required function at the lowest cost consistent with requirements for performance, reliability, quality, and maintainability.

“Warehouse #10” means the presently existing partially finished steel-framed and sided building known as Warehouse #10 at the Port, together with all future modifications, additions, and accessions to and replacements of Warehouse #10, including without limitation those modifications, additions, and accessions that are made by the City pursuant to this Lease, which include, without limitation, an extension of up to fifty (50) feet if constructed pursuant to Article 4.

Section 1.02 **CROSS-REFERENCES**

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

END OF ARTICLE

ARTICLE 2. LEASED PREMISES

Section 2.01 LEASED PREMISES

For the Rent, upon the terms, and subject to the conditions set forth in this Lease, the City hereby leases and demises the Leased Premises to the Tenant, and the Tenant hereby leases the Leased Premises from the City, subject, however, to all liens, easements, restrictions, and other claims and encumbrances of record, provided that such matters do not prevent or materially interfere with the Tenant's conducting its business on the Leased Premises as permitted by Section 4.01 below without additional cost to the Tenant. During the Term of this Lease, the Tenant shall have and is hereby granted the exclusive use and possession of the Exclusive Use Space during the Lease Term. During the Term of this Lease, the Tenant shall have and is hereby granted the use, in common with other users, of the Preferential Use Space during the Lease Term, provided that the Tenant's use of the Preferential Use Space shall have preference over all other uses, and provided, further, that both the City and the Tenant must consent to the use of the Preferential Use Space by other users, which consent by the Tenant shall not be unreasonably withheld, conditioned, or delayed if such use by others does not interfere with the Tenant's operations on the Leased Premises or the Tenant's use of the Preferential Use Space.

Section 2.02 NON-EXCLUSIVE ACCESS AND PARKING AREA

During the Term of this Lease, the Tenant shall have access to the Leased Premises on, over, and across the drives and roads in the Port as they now exist and as they may exist in the future; provided that the City reserves the right in its sole discretion to close and/or relocate such drives and roads so long as the Tenant at all times during the Lease Term has access to the Leased Premises sufficient for the Tenant's operations on the Leased Premises. Further, the Tenant shall be entitled to non-exclusive use of any and all designated parking areas located within the Secured, Restricted Port Area ("Port Restricted Area") as currently situated and designated or as may be situated and designated in the future in the Port's sole discretion and any and all overflow parking lots as currently situated and designated or as may be situated and designated in the future all in the Port's sole discretion, at no additional charge to the Tenant. Such areas are made available to all port tenants and users on a first-come-first-served basis. In using such areas and the roads and drives in the Port, the Tenant and its employees, representatives, agents, contractors, service providers, customers, guests, and invitees shall abide by all applicable Rules and Regulations of the Port of Pensacola Seaport Security Plan, including, but not limited to, the requirement that all personal vehicles entering the Port Restricted Area be registered with the Port's Facilities Security Officer and that all entrants into the Port Restricted Area either possess a current valid Transportation Worker Identification Credential (TWIC) or be properly escorted by a Port representative at all times. In no event shall the Tenant permit parking on the Leased Premises by the general public or by anyone not related to the conduct of the Tenant's business on the Leased Premises.

Tenant may not undertake any construction or improvements on the parking areas without the consent of the City in its sole and absolute discretion. The City reserves the right to replace this parking with like kind and quality or better ("Replacement Parking Facilities") at any time during the term of this Lease. Such Replacement Parking Facilities shall be available for use by the Tenant in accordance with the terms of this Section 2.02 and any other applicable provisions of this Lease.

The Tenant shall provide the City with notice of its parking uses, needs, and expectations not less frequently than annually. The Parties agree to work together collaboratively to meet their respective goals of (1) maintaining adequate parking for Tenants customers, employees, sub-tenants, guests, and invitees, and (2) producing revenue for the City pursuant to its parking plan.

Section 2.03 EXCLUSIVE PARKING

No later than the Date of Beneficial Occupancy, the City shall provide to Tenant, for Tenant's exclusive use during the Lease Term, twenty (20) standard size, paved or unpaved, automobile parking spaces within the Port as determined by the City after consultation with Tenant.

END OF ARTICLE

ARTICLE 3. TERM

Section

3.01

INITIAL TERM

This Lease shall be effective on the Commencement Date. The initial term of this Lease shall be for a period of ten (10) Lease Years commencing on the Rent Commencement Date (the “Initial Lease Term”).

Section 3.02 RENEWAL TERMS

The Tenant shall have one option (“Extension Option”) to extend the Lease Term for an additional ten (10) years (“Extension Term”), subject to the provisions that follow in this Section 3.02. Tenant may exercise the Extension Option if and only if (a) on both (i) the date the Extension Notice (hereafter defined) is given and (ii) the last day of the Initial Lease Term there exists no Event of Default nor any event or circumstance which with the lapse of time or the City’s giving of notice to the Tenant, or both, would become an Event of Default and (b) not less than one hundred eighty (180) days prior to the last day of the Initial Lease Term Tenant delivers to the Port Director written notice that the Tenant thereby exercises the Extension Option (the “Extension Notice”). The Extension Term resulting from the Tenant’s exercise of the Extension Option in compliance with the terms and conditions of this Section 3.02 shall be upon the terms and conditions set forth in this Lease but excluding the terms of this Section 3.02. The Initial Term and the Extension Term, if any, resulting from the Tenant’s exercise of the Extension Option in compliance with the terms and conditions of this Section 3.02, are hereinafter referred to collectively as the “Lease Term”.

Section 3.03 TENANT’S RIGHTS UPON EXPIRATION OR EARLIER TERMINATION OF LEASE

Upon expiration of the Lease Term or earlier termination of this Lease, all of the Tenant’s rights, authority, and privileges to possess or use the Leased Premises and the services, facilities, and property of the Port as granted herein shall automatically cease without notice to the Tenant.

Section 3.04 SURRENDER OF LEASED PREMISES UPON EXPIRATION OR EARLIER TERMINATION OF LEASE

Upon the expiration of the Lease Term or the earlier termination of this Lease, the Tenant shall surrender the Leased Premises to the City in the same condition as on the Date of Beneficial Occupancy, except for Ordinary Wear and Tear, except for loss or damage caused by casualty which Tenant is not required by other provisions of this Lease to repair or restore, and except for loss or damage caused by a condemnation which Tenant is not required by other provisions of this Lease to repair or restore.

All equipment, trade fixtures, and other personal property installed or placed by the Tenant in the Leased Premises that is not paid for by the City or by grant funds obtained by the City shall remain the property of the Tenant unless otherwise provided in subsequent written agreements between the Tenant and the City. The Tenant shall have the right at any time during the Lease Term to remove any and all of said property from the Leased Premises. The Tenant agrees to repair or pay for all damages, if any, resulting from such removal. All City property damaged by or as a result of the removal of the Tenant's property by the Tenant shall be promptly restored at the Tenant's expense to substantially the same condition as, or better condition than, it was prior to such damage.

Notwithstanding any contrary provision of this Lease, the City shall automatically be and become the sole owner of any and all property not removed by the Tenant within 30 days after the expiration or earlier termination of this Lease. The City reserves the right to remove, retain, and/or dispose of any or all of such property not so removed by the Tenant, without any liability or obligation to the Tenant, and if such removal is accomplished by the City within the 60-day period following such 30-day period, such removal by the City shall be at the Tenant's expense, and the Tenant shall reimburse the City for such expenses promptly upon demand. In any event, Tenant shall be obligated to pay Base Rent, payable on the first day of each month, following such 30-day period until all of Tenant's property is removed from the Leased Premises.

The provisions of this Section 3.04 shall survive the expiration or earlier termination of this Lease and shall be fully enforceable by the City against the Tenant notwithstanding any expiration or termination of this Lease.

Section 3.05 EARLY TERMINATION BY TENANT.

Notwithstanding anything contained herein to the contrary, Tenant may terminate this Lease by giving the City not less than ninety (90) days' written notice of termination to City in the event that) the Date of Beneficial Occupancy for Phase 1 does not occur on or before December 31, 2025, as extended day-for-day due to delays caused by Force Majeure Events. Further, in the event that Phase 2 has not been substantially completed on or before December 31, 2025, the City, at no charge to the Tenant other than the Base Rent, shall provide a berth at the Port reasonably acceptable to the Tenant and/or another accommodation reasonably acceptable to the Tenant for access to Pensacola Bay, for the Tenant's non-exclusive use in common with other users of the Port.

END OF ARTICLE

ARTICLE 4. PROJECT DEVELOPMENT AND CONSTRUCTION

Section 4.01 DESIGN

The City has entered into a contract with the Design Professionals to design the Project and to perform other design professional services related to the Project (“Design Professionals Agreement”). The City also intends to select, and enter into a contract with, the CCEI. Notwithstanding any conflicting or contrary provision in this Lease, the Parties agree that at all times during the design process the estimated Project Cost, as determined by the Design Professionals from time to time, must be equal to or less than the Available Funds (as defined in Section 4.02 below), and the Parties shall from time to time in good faith engage in Value Engineering when necessary to align the Project Cost with the Available Funds. If, despite good faith efforts, the City and Tenant are unable to reach agreement on the resolution of Value Engineering to align the Project Cost with the Available Funds, either the City or the Tenant may terminate this Lease by written notice to the other Party.

The Tenant and/or the Design Professionals have developed certain conceptual designs and layouts for the completion and upfitting of Warehouse 10 (collectively, the "Preliminary Project Plans"). Such Preliminary Project Plans are attached as, or identified in, composite Exhibit “B” which is hereby incorporated herein by reference. Such Preliminary Project Plans form the basis of the Parties’ understanding of the scope of the Project with respect to Warehouse #10; provided that the Parties understand and agree that the Preliminary Project Plans may change significantly during the design process. The Preliminary Project Schedule as agreed to between the Parties is attached hereto as Exhibit “D”. The Parties shall adhere to the Preliminary Project Schedule as closely as feasible as the Final Project Schedule is developed by the Parties in collaboration with each other, the Design Professionals, the Program Manager, and the CMAR.

The Parties agree that the Project shall be constructed in two phases and that the following describes the general scope of work for the Project:

Phase 1, Warehouse and 50-foot addition: Complete the partially constructed Warehouse 10 at the Port of Pensacola, to include a 50-foot addition. Transform Warehouse #10 into a High-Performance Maritime Center of Excellence.

The finish-out of Warehouse #10 to include work centers, offices, large manufacturing areas, restrooms/locker rooms, cranes (to be determined what type i.e., gantry/overhead), a kitchen and dining facility, simulator/IT rooms, and other spaces specific to advanced sailing and maritime activities. A mezzanine for non-manufacturing functions will also be incorporated into the design.

Phase 2, Dock and Boat Ramp or Wet Slip: A dock and boat ramp or wet slip to support various watercraft (powered and non-powered).

The Parties will develop the plans and specifications for the Project in collaboration with each other, the Design Professionals, the CMAR, and the Program Manager. The Design Professionals, the CMAR, and the City shall meet with the Tenant at appropriate stages of development of the design documents to discuss progress, content, format, options for architectural, structural, mechanical, electrical, and finish systems, and other options consistent with the Tenant's requirements for the

Project. The Design Professionals, in collaboration with the Tenant, the City, the CMAR and the Program Manager, shall prepare the Final Project Plans and the Final Project Schedule. Each Party shall at all times act in good faith and in a commercially reasonable manner in exercising such Party's rights under this Article 4. If, despite good faith efforts, the City and Tenant are unable to reach agreement on the plans and specifications for the Project, either the City or the Tenant may terminate this Lease by written notice to the other Party.

The Tenant's review and approval of the design documents, including the Final Project Plans, shall not relieve the Design Professionals of responsibility for full compliance of same with applicable laws, regulations, and codes.

The City agrees that the design and construction of the Project will be in accordance with all applicable laws, building codes, ordinances, regulations, and orders of any public authority or private party having jurisdiction of the design and/or construction of the Project. The Construction Contract shall contractually obligate the CMAR to cause the Project to be constructed in a good and workmanlike manner, with high quality new materials and free from defective materials, and in substantial compliance with the design documents prepared pursuant to the Design Professionals Agreement and approved by Tenant. The Construction Contract shall require the Project to be performed and constructed by appropriately licensed contractors pursuant to valid building permits. The Construction Contract shall contain other commercially appropriate protections for the City and the Tenant (e.g. shall require CMAR to promptly complete all punch list items, obtain a final certificate of occupancy for the Project, and provide to Tenant all manuals, as-built plans and specifications, etc.). The City shall provide to the Tenant a copy of the proposed Construction Contract no later than March 1, 2024, and shall give due consideration to any comments and requests by the Tenant; provided that the Tenant understands and agrees that material changes to such proposed Construction Contract may be made during the course of the City's negotiations with the CMAR.

Section 4.02 CONSTRUCTION

Subject to the terms and conditions of this Lease, the City shall cause the Project to be constructed pursuant to the Construction Contract, the Final Project Plans, and the Final Project Schedule, provided that the Project Cost does not exceed the Available Funds. The Parties acknowledge and agree that the total funds available to pay the Project Cost for Phase 1 is Eleven Million Five Hundred Eighty-Eight Thousand One Hundred Twenty and 00/100 Dollars (\$11,588,120.00) and for Phase 2 is Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) (in each case, the "Available Funds") and that in no event may or shall the Project Cost for Phase 1 or Phase 2 exceed the Available Funds for such Phase. For the avoidance of doubt, the Parties understand that the funding source for Phase 2 requires that its funds be used only for Phase 2, not for Phase 1. The Parties further acknowledge and agree that there is no express or implied obligation for the City to provide any additional funding for the Project in the event that the Project Cost exceeds the Available Funds for any reason.

The City shall select the CMAR pursuant to a competitive process that complies with applicable federal, state, and local statutes, rules, regulations, and ordinances and the requirements of each entity or agency that provides funding for the Project. The City shall endeavour to enter into a Construction Contract with the contractor CMAR selected by the selection committee and approved by the Mayor and the City Council of the City of Pensacola, provided that the Guaranteed Maximum Price or Stipulated Sum in the Construction Contract does not cause the Project Cost to exceed the Available Funds. ~~If necessary, the Parties shall in good faith engage in Value Engineering to attempt to cause~~

the Guaranteed Maximum Price to be within the budget for each of Phase 1 and Phase 2. In the event that the Guaranteed Maximum Price or Stipulated Sum proposed by the CMAR selected by the selection committee, despite such good faith Value Engineering, would cause the Project Cost to exceed the Available Funds, then this Lease shall automatically terminate unless within thirty (30) days after its receipt of written notice from the City of the Guaranteed Maximum Price or Stipulated Sum proposed by the CMAR selected by the selection committee, the Tenant notifies the City in writing that it desires to continue with the Lease and construction of the Project at the Guaranteed Maximum Price or Stipulated Sum proposed by such CMAR and, within such thirty-day period, pays into an escrow account created pursuant to an escrow agreement satisfactory to both Parties the amount by which such Guaranteed Maximum Price or Stipulated Sum causes the Project Cost to exceed the Available Funds.

If the Tenant elects to move forward with construction of the Project in accordance with the preceding paragraph, then this Lease shall continue in full force and effect in accordance with its terms, and the City, in reliance upon the Tenant's election, shall enter into a Construction Contract with the contractor selected by the selection committee and approved by the Mayor and the City Council of the City of Pensacola and will proceed with construction of the Project pursuant to the Construction Contract and this Lease.

Section 4.03 ASSIGNMENT OF GUARANTEES AND WARRANTIES

On the Date of Beneficial Occupancy, the City shall assign to Tenant all guarantees and warranties provided to the City related to the Project.

Notwithstanding any contrary provision in this Agreement, it is expressly understood and agreed that the City makes, and shall make, no warranties, express or implied, to the Tenant with respect to the design or construction of the Facilities, any and all such warranties being hereby expressly disclaimed.

END OF ARTICLE

ARTICLE 5. USE OF LEASED PREMISES

Section 5.01 PERMITTED USE OF LEASED PREMISES

Continuously during the Lease Term, the Tenant may use the Leased Premises solely for the Tenant's headquarters and the development and operation of sail racing teams that compete in the America's Cup and other sail races, as well as the design and manufacture of sail racing and other boats and boat products and services, other products and services that use the Tenant's capabilities, boat storage, boat maintenance and repair, office and training uses, competition preparation, periodic team-related public and private dining and events (but not for a restaurant, bar, or other full-time food or beverage service), and other related uses, including but not limited to, operations of the sail racing team for the boat known as Patriot and its successors, and prototypes and models thereof, for both training and competition.

Section 5.02 TENANT HEADQUARTERS AND OPERATIONS

Subject to the provisions of this Section 5.02, on or before the date that is thirty (30) days after the Date of Beneficial Occupancy, the Tenant shall relocate the Tenant's headquarters and operations for the uses permitted by Section 5.01 to the Leased Premises and shall thereafter maintain such headquarters and operations at the Leased Premises during the Lease Term. Without limiting the generality of the foregoing, all payroll for Tenant shall be conducted in and from the Tenant's headquarters located on the Leased Premises. Further, at no time during the Lease Term may or shall Tenant have or maintain a permanent facility or operation serving substantially the same purpose as the Leased Premises that is located within the United States of America and has more on-site employees than the Leased Premises except during sail racing competitions located in the United States of America. In the event that the requirements and conditions of the preceding sentence are violated, annual Base Rent, as designated in Section 6.01, shall automatically increase to Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) per annum commencing on the date that the violation first occurs and shall continue at that amount during the remainder of the Lease Term; provided, however, that if the violation first occurs during the Initial Lease Term, then for ninety (90) days Tenant and the City shall attempt in good faith to negotiate and agree upon an alternative cure for such violation. In addition, the Tenant shall make capital investments and provide documentation of expenditures related to the Project and acceptable to Triumph Gulf Coast in the amount of not less than \$32 million in accordance with the terms and conditions of the Triumph Gulf Coast grant agreement and in the amount of not less than \$2 million in accordance with the terms and conditions of the Florida Department of Commerce grant agreement, each of which is identified in Exhibit "C" hereto. The Tenant acknowledges and agrees that it has received and reviewed copies of the Triumph Gulf Coast grant agreement and the Florida Department of Commerce grant agreement.

Section 5.03 ADDITIONAL RESTRICTIONS

Notwithstanding any contrary provision in this Lease, the Tenant shall not, and the Tenant shall not suffer or permit any of its agents, employees, directors, officers, contractors, customers, guests, invitees, licensees, or representatives to:

- (a) Do, suffer, or permit anything that may interfere with the effectiveness or accessibility of any drainage or sewage system, electrical system, air conditioning system, fire protection

system, sprinkler system, alarm system, fire hydrants and hoses, if any, at any time installed or located on or within the premises of the Port; or

(b) Do, suffer, or permit anything that may invalidate or conflict with any fire or other property insurance policies covering the Port or any part thereof or the Leased Premises; or

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

(d) Engage in any business or activity not specifically permitted by Section 5.01 above.

END OF ARTICLE

ARTICLE 6. BASE RENT, ADDITIONAL RENT, SALES TAX, AND OTHER CONSIDERATION

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

Section 6.01 BASE RENT

During the Lease Term (i.e., both the Initial Lease Term and the Extension Term, if timely exercised), commencing on the Rent Commencement Date, Tenant shall pay to the City annual Base Rent in the amount of Two Hundred Ninety-One Thousand Two Hundred and 00/100 Dollars (\$291,200.00) per year, payable in monthly installments as provided in Section 6.02 below and subject to adjustment as provided in Section 5.02 above. For the avoidance of doubt, Base Rent of \$291,200 per annum is rent only for the Leased Premises as defined in Section 1.01. Any addition to the Leased Premises or to the rights granted to the Tenant under this Lease, whether by amendment to this Lease, pursuant to a STOA, or otherwise, will be upon mutually agreed terms and conditions, for an annual base rent of \$0.35 per square foot of any space in excess of the Leased Premises.

Section 6.02 MONTHLY BASE RENT PAYMENT

The annual Base Rent shall be paid by the Tenant to the City without invoicing, notice, demand, deduction, or set-off (except as specifically provided herein), in twelve equal monthly installments of Twenty-Four Thousand Two Hundred Sixty-Six and 67/100 Dollars (\$24,266.67) each and shall be payable in advance on the Rent Commencement Date and on the first day of each and every calendar month during the Lease Term. Should the Rent Commencement Date be any date other than the first (1st) day of a calendar month, the Base Rent payable for such partial initial month shall be one-twelfth (1/12) of the annual Base Rent payable during the Initial Lease Term multiplied by a fraction the numerator of which is the number of days remaining in such month from and including the Rent Commencement Date to and including the last day of such month and the denominator of which is the number of days in such month. There shall be no prohibition or penalty for prepayment of Base Rent or other fees.

Section 6.03 SALES TAX

The Tenant shall pay to City all sales and use taxes imposed by Florida Statutes Section 212.031 and any future amendments thereto, or other applicable Florida law in effect from time to time (collectively, the "Sales Tax"), on the Base Rent due under this Lease and on any other payments required by this Lease to be made by the Tenant to or for the benefit of the City which are taxable under applicable Florida law. Such sales or use tax shall be due and payable concurrently with the payment of the Base Rent, or other payment with respect to which such tax is required to be paid.

Section 6.04 ADDITIONAL RENT

All fees and charges payable by the Tenant under this Lease, other than Base Rent, shall be deemed to be Additional Rent. Unless otherwise provided in this Lease, Additional Rent shall be due and

payable monthly in advance, without invoicing, notice, demand, deduction, or set-off (except as specifically provided herein), on the same dates as Base Rent is due and payable under Section 6.02

Section 6.05 MODE OF PAYMENT

The payment of all Rent that becomes due and payable by the Tenant under this Lease shall be paid to the City of Pensacola without the City invoicing the Tenant. Payments shall be mailed or delivered to City of Pensacola Treasury Department, PO Box 12910, Pensacola, Florida 32521-0044, or to such other payment address as the City notifies the Tenant in writing. The City reserves the right to require that payment be made by wire transfer.

Section 6.06 LATE FEE AND INTEREST

If Rent or any other fee, charge, or payment due and payable under this Lease by the Tenant to the City is not paid within ten (10) calendar days after such Rent or other fee, charge, or payment became due, liquidated damages equal to five percent (5%) of the amount due shall be due and payable to the City. The Parties agree that such liquidated damages are intended by the Parties to be liquidated damages and not a penalty or forfeiture, and the Parties further agree that the actual damages that would be incurred by the City in the event of a late payment would be impossible to ascertain. Further, any Rent, or other fee, charge, or payment due and payable under this Lease by the Tenant to the City that is not paid within thirty (30) calendar days after its date due shall bear interest at eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less, from the date due until the date paid in full.

Section 6.07 PORT TARIFF

To the extent the Port Tariff does not conflict with the spirit or letter of the terms of this Lease said Port Tariff is incorporated herein by reference to be applicable if, as, and when appropriate.

Section 6.08 Other Consideration AND REMEDIES

- (a) If the Tenant or an Affiliate of Tenant wins an America's Cup during the Lease Term, the Tenant shall thereafter host one (1) preliminary regatta in the America's Cup in Pensacola within three years (3) of Tenant's win so long as the City of Pensacola is prepared to host a preliminary regatta and commits to covering costs normally provided by host cities, including for example providing space at the Port required by competitors, security (both on land and in the water), required on-water infrastructure, and required people management. In the event that the requirements and conditions of the preceding sentence are violated, annual Base Rent shall automatically increase to Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) per annum commencing on the date that the violation first occurs and shall continue at that amount during the remainder of the Lease Term. If the City of Pensacola is selected to host an America's Cup, then the requirement to host a preliminary regatta in Pensacola during that Cup cycle is eliminated.
- (b) During the Lease Term, at least one day each Lease Year Tenant shall hold a "Pensacola/American Magic Open House" at Tenant's facility on the Leased Premises which shall be open to the public at no charge. In the event that the requirements and conditions of the preceding sentence are violated, annual Base Rent shall automatically increase to Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) per annum commencing on the date that the violation first occurs and shall continue at that amount during the remainder of the Lease Term.

- (c) During the Lease Term, Tenant shall use its best efforts to host at least two (2) international sailing events or regattas each Lease Year in Pensacola Bay and/or the Gulf of Mexico near Pensacola.
- (d) The Tenant, or its Affiliates and partners, shall create 120 New Jobs, on or before the earlier of (i) three (3) years after the Date of Beneficial Occupancy or (ii) December 31, 2029, and thereafter maintain for four (4) consecutive years the 120 New Jobs. In the event that prior to the end of the first four (4) Lease Years, the Tenant, or its Affiliates, and/or its partners (i) have not created and maintained for four (4) years such 120 New Jobs and (ii) has substantially vacated the Leased Premises, then within thirty (30) days after the Tenant substantially vacates the Leased Premises, the Tenant shall pay to the City the sum of Three Million and 00/100 Dollars (\$3,000,000.00) as liquidated damages (and not as a penalty or forfeiture) as the City's sole and exclusive remedy for the Tenant's failure to create such 120 New Jobs, the Parties hereby agreeing that under such circumstances the actual damages suffered or incurred by the City will be impossible to ascertain. However, in the event that after the end of the first four (4) Lease Years, the Tenant (i) has not created and maintained for four (4) years such 120 New Jobs and (ii) is substantially operating in the Leased Premises, then the \$3,000,000.00 liquidated damages will not apply. In this case, the Tenant shall still have the opportunity to create and maintain for four (4) years such 120 New Jobs. If the Tenant then fails to create and maintain for four (4) years such 120 New Jobs, then within thirty days after the end of such second 4-year period the Tenant shall pay to the City the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) as liquidated damages (and not as a penalty or forfeiture) as the City's sole and exclusive remedy for the Tenant's failure to create such 120 New Jobs, the Parties hereby agreeing that under such circumstances the actual damages suffered or incurred by the City will be impossible to ascertain. For the avoidance of doubt, no such liquidated damages shall be payable by the Tenant once the Tenant has created and maintained for four (4) years such 120 New Jobs. Also, for the avoidance of doubt, the periods of time that the American Magic team is competing away from Pensacola shall count for purposes of the four-year New Jobs maintenance period so long as the New Jobs for such team members were timely created pursuant to this paragraph. The provisions of this paragraph shall survive the expiration or termination of this Lease.

(e) At no cost to the City, the City shall be deemed to be a VIK sponsor, with all of the benefits and privileges appurtenant thereto, at the following levels each Lease Year:

Lease Year 1	300,000	Lease Year 11	550,000
Lease Year 2	325,000	Lease Year 12	575,000
Lease Year 3	350,000	Lease Year 13	600,000
Lease Year 4	375,000	Lease Year 14	625,000
Lease Year 5	400,000	Lease Year 15	650,000
Lease Year 6	425,000	Lease Year 16	675,000
Lease Year 7	450,000	Lease Year 17	700,000
Lease Year 8	475,000	Lease Year 18	725,000
Lease Year 9	500,000	Lease Year 19	750,000
Lease Year 10	525,000	Lease Year 20	775,000

In the event that the requirements and conditions of the preceding sentence are violated, annual Base Rent shall automatically increase to Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) per annum commencing on the date that the violation first occurs and shall continue at that amount during the remainder of the Lease Term. The Tenant expressly agrees that the City shall be deemed to be a VIK sponsor, with all of the benefits and privileges appurtenant thereto, as provided above, regardless of any increase in the Base Rent pursuant to this paragraph (e) and regardless of the expiration or earlier termination of this Lease, it being expressly agreed that the provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

For the avoidance of doubt, the Parties acknowledge and agree that whenever in this Lease the Base Rent increases from \$291,200 per year to \$450,000 per year, such increase constitutes liquidated damages, not a penalty or forfeiture, for the Lease violation by the Tenant that results in such increase, the Parties hereby agreeing that the actual damages suffered or incurred by the City in the event of any such Lease violation will be impossible to ascertain.

END OF ARTICLE

ARTICLE 7. PERFORMANCE GUARANTEE

Within five (5) days of the Date of Beneficial Occupancy, Tenant shall deliver to City an amount equal to the initial annual Base Rent (the “Security Deposit”) as security for Tenant’s full and faithful performance of this Lease including the payment of Rent. City may apply the Security Deposit to the extent required to cure any default by Tenant. If City so applies the Security Deposit, Tenant shall deliver to City the amount necessary to replenish the Security Deposit to its original sum within five (5) days after notification from City of the amount due. City shall return the unapplied amount of the Security Deposit to Tenant within thirty (30) days after the expiration or earlier termination of this Lease.

END OF ARTICLE

ARTICLE 8. INSURANCE AND INDEMNIFICATION

Section 8.01 **REQUIRED INSURANCE**

Prior to taking possession of any part of the Leased Premises, the Tenant shall procure and thereafter maintain at all times during the Lease Term insurance of the different types and to the limits specified herein.

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

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

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

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Insurance Requirements			
	Type	Party	Amount
1	Worker's Compensation and Employer's Liability	Tenant	The Tenant shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.
2	Broad Form Commercial General Liability Policy to include coverage for the following): (a) Premises Operations (b) Independent Contractors (c) Products/Completed Operations (d) Personal Injury (e) Contractual Liability (f) Damage to Leased Premises	Tenant	The coverage shall be written on occurrence-type basis (if available, otherwise, claims made). Minimum limits of \$1,000,000 per occurrence and in the aggregate must be provided. Fire Legal Liability must be provided with minimum limits of \$1,000,000 per occurrence
3	Umbrella Coverage written on an occurrence basis that is no more restrictive than the underlying insurance policy coverages.	Tenant	\$10,000,000
4	Property Insurance including flood insurance for physical damage to the property of the Tenant, including Tenant improvements and betterments to the Leased Premises	Tenant	Coverage for full replacement value.
5	Property Insurance for physical damage to the Facilities and all other improvements and betterments to the Leased Premises, resulting from fire, theft, vandalism, flood, named windstorm, wind, and other risks commonly insured against for similar Port improvements	Tenant or Landlord (see Section 8.10)	Coverage for full replacement value.
6	Liquor Liability. If alcoholic beverages are furnished, sold, or consumed on the Leased Premises, Tenant shall maintain or cause its vendor(s) to maintain Liquor Liability insurance including coverage for bodily injury and property damage arising out of the furnishing of alcoholic beverages.	Tenant	Minimum limits for this coverage are \$1,000,000 each common cause and in the aggregate. The Port and the City of Pensacola shall be listed as an Additional Insured, whether the policies are maintained by Tenant or its vendors. When alcoholic beverages are to be furnished, sold or consumed at the Premises, the licensee/operator/business owner shall not furnish, or sell to or permit its employees, servants, subcontractors, or agents to furnish or sell alcoholic beverages to, or to

			allow such alcoholic beverages to be consumed by any person who is not of lawful drinking age and shall take reasonable actions necessary to avoid serving any person habitually addicted to the use of any or all alcoholic beverages, or any person who is, or who would reasonably be expected to be intoxicated.
7	Motor Vehicle Liability (any motor vehicle)	Tenant	Automobile Liability. Business Automobile Policy must be provided, if applicable, including bodily injury and property damage arising out of operation, maintenance, or use of owned, non-owned, and hired automobiles. Minimum primary combined single limit of \$1,000,000 which together with umbrella coverage will provide combined single limit of not less than \$5,000,000.
8	Marine Vessel Protection and Indemnity	Tenant	Minimum combined single limit of \$1,000,000 in excess of umbrella coverage.
9	Sexual Abuse and Molestation	Tenant	If the Tenant sponsors any event whose participants are minors, the Tenant shall procure a Sexual Abuse and Molestation policy with minimum limits of \$1,000,000 which policy shall name the City as an additional insured.

Section 8.02 POLICY ENDORSEMENTS; COPIES OF POLICIES; CERTIFICATES OF INSURANCE; DEDUCTIBLES

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

Each policy of property insurance required by this Lease to be furnished by the Tenant shall be endorsed to name the City as a Loss Payee, as its interest may appear, and each policy of liability insurance shall be endorsed to name the City as an Additional Insured.

Prior to the date that Tenant takes possession of any part of the Leased Premises, and thereafter within five days after the City's written requests from time to time, but no more than once annually, the Tenant shall furnish true and complete copies of all of the Tenant's insurance policies, forms, endorsements, jackets, and other items forming a part of, or relating to, all policies of insurance carried or required by this Lease to be carried by the Tenant with respect to the Leased Premises.

Prior to the date that Tenant takes possession of any part of the Leased Premises, and thereafter within five (5) days after the City's written requests from time to time, but no more than once annually, the Tenant shall provide to the City Certificates of Insurance evidencing all insurance carried or required by this Lease to be carried by the Tenant with respect to the Leased Premises. Each Certificate of Insurance shall provide that the insurance carrier shall give the City written notice least thirty (30)

days in advance of any cancellation, nonrenewal, adverse change, or restriction in coverage. The City shall be named on each Certificate of property insurance as an Additional Insured and Loss Payee, as its interest may appear, and on each Certificate of liability insurance as an Additional Insured. In addition, this Lease and the Leased Premises shall be separately listed on each Certificate. Certificates of property insurance shall be provided on the "Certificate of Insurance" form equal to, as determined by the City, the most current ACORD 28 form. Certificates of liability insurance shall be provided on the "Certificate of Insurance" form equal to, as determined by the City, the most current ACORD 25 form. Any wording on a Certificate that would make notification to the City of cancellation, nonrenewal, adverse change, or restriction in coverage an option shall be deleted or crossed out and initialed by the insurance carrier or the insurance carrier's authorized agent or employee. The name and address of the City on each policy and certificate of insurance required by this Lease shall be City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. In addition, a copy of each Certificate of Insurance shall be sent to Port of Pensacola, Attn: Port Director, PO Box 889, Pensacola, Florida 32591.

The Tenant shall immediately replace any cancelled, adversely changed, restricted, or non-renewed policies with new policies acceptable to the City and shall provide to the City copies of all such new policies, as well as Certificates of Insurance regarding the new policies, prior to the effective date of such cancellation, nonrenewal, adverse change, or restriction.

All deductibles shall be subject to the prior written approval of the City, such approval not to be unreasonably withheld, conditioned, or delayed.

Section 8.03 INSURANCE OF THE TENANT PRIMARY

The insurance coverage required of the Tenant shall be considered primary, and all other insurance shall be considered as excess, over and above the Tenant's required coverage. Notwithstanding the primary coverage responsibility of the Tenant, the Tenant shall protect the indirect and direct interests of the City by at all times promptly complying with all terms and conditions of its insurance policies, including without limitation timely and complete notification of claims. All written notices of property claims made to carriers that relate to the damage, impairment, or condition of the Leased Premises shall be copied to the City's Department of Risk Management at the following address: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. An additional copy shall be sent to Port of Pensacola, Attn: Port Director, Post Office Box 889, Pensacola, Florida 32591.

Section 8.04 LOSS CONTROL, SAFETY, AND SECURITY

The Tenant shall retain control over its employees, agents, servants, contractors, customers, guests, and invitees, as well as its and their activities on and about the Leased Premises and the manner in which such activities shall be undertaken; to that end, the Tenant shall not be deemed to be an agent of the City. Precaution shall be exercised by the Tenant at all times regarding the protection of all persons, including employees, and property. The Tenant shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected. The Tenant and its employees, agents, servants, contractors, customers, guests, and invitees, shall at all times comply with all federal and State laws with respect to Seaport Security, including but not limited to, the Port of Pensacola Seaport Security Plan, current edition as amended from time to time, and any successor thereto, as and when applicable to the Tenant's operations upon the Leased Premises and its use of Port facilities.

Section 8.05 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers that have a current A.M. Best rating of no less than A- and minimum financial size of VII.

Section 8.06 HOLD HARMLESS

The Tenant, for itself and its successors and assigns, shall, and does hereby, covenant and agree to, FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS the City and its subsidiaries and affiliates, elected and appointed officials, employees, officers, directors, volunteers, agents, and representatives, individually and collectively, from and against any and all

costs, claims, liens, damages, losses, expenses, fees, fines, penalties, arbitration awards, regulatory actions, administrative actions, proceedings, actions, demands, causes of action, liabilities, and suits of any kind and nature, including, but not limited to, personal or bodily injury, death, environmental remediation and damage, and property damage, made upon or suffered or incurred by the City directly or indirectly arising out of or resulting from any breach or default by the Tenant under this Lease, or the activities, acts, or omissions of the Tenant, its successors or assigns under this Lease or at or within the Leased Premises or other areas of the Port, including, but not limited to, any acts or omissions of the Tenant, its successors or assigns, including any of its or their respective agents, officers, directors, representatives, employees, consultants, contractors or subcontractors, and their respective officers, agents, employees, directors, and representatives. The indemnity provided for in this Section shall not apply to any liability resulting from negligence of the City, its agents, officers, contractors, or employees.

The Tenant shall fully and forever release, hold harmless, defend, and indemnify the City from all such costs, including, but not limited to, expert fees even though a jury may find the Tenant and the City jointly liable. But in the event the City is held liable for a claim, then in that event each of the Parties bears their own costs, legal fees, and expert fees for their liability. The City shall, upon notice thereof, transmit to the Tenant every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein.

Section 8.07 NON-LIABILITY OF THE CITY

The City shall not, in any event, be liable to the Tenant or to any other person or entity for any acts or omissions of the Tenant, its successors, assigns, or sublessees or for any condition resulting from the operations or activities of the Tenant or any such person or entity.

The City shall not be liable for the Tenant's failure to perform any of the Tenant's obligations under this Lease or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by the City.

Section 8.08 PAYMENT ON BEHALF OF THE CITY

The Tenant agrees to pay on behalf of the City and to provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims and other actions and items described in Section 8.06, "Hold Harmless," with respect to which Tenant is obligated to indemnify the City. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Section 8.09 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Article or elsewhere in this Lease shall be deemed a change or modification in any manner whatsoever of the method, conditions, limitations, or restrictions of preserving, asserting, or enforcing any claim or legal liability against the City. Nothing in this Article or elsewhere in this Lease shall in any way be construed as a waiver, in whole or in part, of the City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

Section 8.10 PROPERTY INSURANCE

The Tenant may elect either (i) to provide its own property insurance or (ii) for the City to provide property insurance. The Tenant shall deliver to the City written notice of such election no later than thirty (30) days prior to the estimated Date of Beneficial Occupancy and thirty (30) days prior to each insurance renewal date. If Tenant elects to provide its own property insurance, the insurance carrier and the deductible amounts shall be subject to the City's prior written approval, such approval not to be unreasonably withheld, conditioned, or delayed. If the Tenant elects for the City to provide property insurance, the Tenant shall pay when due the premium(s) therefor and shall be solely responsible for, and shall indemnify and hold the City harmless for, all deductibles. Not less than ninety (90) days prior to the estimated Date of Beneficial Occupancy and, if requested by the Tenant, not less than thirty (30) days prior to any insurance renewal date, the City shall deliver to the Tenant, in writing, the best information then available that the Tenant shall reasonably request in writing in order to evaluate the Tenant's options under this Section 8.10, which information shall include, at a minimum, the coverages and endorsements that the City would provide if elected by the Tenant and the premiums and deductibles for such coverages and endorsements. The Tenant's election under this Section 8.10 shall be memorialized in an amendment to this Lease executed by both Parties prior to the Date of Beneficial Occupancy or prior to the insurance renewal date, as the case may be. The City and the Tenant agree to negotiate in good faith insurance requirements from time to time should future market conditions change.

END OF ARTICLE

ARTICLE 9. COMMON PORT FACILITIES; INSPECTION OF FACILITIES

Section 9.01 USE OF COMMON FACILITIES

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

(a) The general use by the Tenant of all Common Port Facilities outside the Port's security perimeter as defined in the Department of Homeland Security-approved Port of Pensacola security plan.

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

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

Notwithstanding the foregoing or any other provision of this Lease, the Tenant may not moor vessels to any of the port's public docks without first filing and receiving approval from the Port of a Vessel Berth Application.

Section 9.02 COMPLIANCE

The rights and privileges granted pursuant to Section 9.01 above shall be exercised subject to and in accordance with all laws (including without limitation all Environmental Laws), ordinances, Rules and Regulations, and Port policies of the United States, the State of Florida, Escambia County, the City of Pensacola and the Port, including without limitation the rules and regulations promulgated with reference to navigation, security, and all applicable charter provisions, rules, regulations, and ordinances of the City, now in force or hereafter prescribed or promulgated by charter authority or by law.

Section 9.03 INSPECTION OF FACILITIES AND CAPITAL IMPROVEMENTS

The City reserves the right to enter the Leased Premises during normal business hours with three (3) business days prior notice to the Tenant, unless in the event of an emergency in which event no prior notice is required, for the purpose of inspecting same or verifying that Environmental Laws, fire regulations, safety regulations, and other applicable laws, rules and regulations, as well as the provisions contained in this Lease, are being adhered to by the Tenant. During its presence in the Leased Premises, the City shall make reasonable efforts to avoid undue interference with the Tenant's operations.

END OF ARTICLE

ARTICLE 10. ACCEPTANCE AND CONDITION OF LEASED PREMISES

SUBJECT TO TENANT'S RIGHTS UNDER THE DESIGN PROFESSIONALS AGREEMENT AND THE CONSTRUCTION CONTRACT AND ALL WARRANTIES ASSIGNED TO TENANT HEREUNDER, AND EXCEPT AS SPECIFICALLY PROVIDED HEREIN, TENANT HEREBY ACCEPTS THE LEASED PREMISES "AS IS, WHERE IS, AND WITH ALL FAULTS" ON THE EFFECTIVE DATE.

PRIOR TO THE DATE OF BENEFICIAL OCCUPANCY, THE CITY SHALL CAUSE TO BE REMOVED ALL PROPERTY, TRASH, REFUSE, OR REMNANTS OF ACTIVITIES THAT OCCURRED ON THE LEASED PREMISES PRIOR TO THE DATE OF BENEFICIAL OCCUPANCY, INCLUDING ACTIVITIES SUCH AS SANDBLASTING AND STORAGE. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE TENANT SHALL BE DEEMED TO HAVE ACCEPTED THE LEASED PREMISES AND ALL IMPROVEMENTS "AS IS, WHERE IS, AND WITH ALL FAULTS" ON THE DATE OF BENEFICIAL OCCUPANCY.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS LEASE, THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE LEASED PREMISES AND NO PROMISES TO IMPROVE THE SAME EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE. ANY SUCH REPRESENTATIONS OR PROMISES PREVIOUSLY MADE, IF ANY, SHALL NOT BE BINDING UPON THE CITY UNLESS EXPRESSLY INCLUDED IN THIS LEASE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL IMPLIED WARRANTIES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF TENANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED BY THE CITY.

END OF ARTICLE

ARTICLE 11. CONSTRUCTION BY THE TENANT

Section 11.01 GENERAL REQUIREMENTS

The Tenant shall not construct, alter, remodel, renovate, remove, or demolish improvements on the Leased Premises without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed; minor non-structural modifications by the Tenant that are in due course of its operations within the Lease Premises, excepted (for which no consent shall be required). The Tenant shall further have the right to install and or construct any free-standing improvements within the Leased Premises it wishes provided same are properly permitted.

In the event that the Tenant desires to construct, alter, remodel, renovate, remove, or demolish any improvements on the Leased Premises, it shall submit to the Port Director plans and specifications and a construction time schedule for such work prepared by Florida-registered architects and engineers, such other information and documents as may be required by the Port Director, all of which shall be in sufficient detail for the Port Director, to determine, whether or not the proposed work is consistent with the Tenant's use of the premises as defined in Section 4.01. But in any event, the approval of proposed construction, remodel, renovation, removal, or any other improvements for the Tenant's business shall not be unreasonably withheld, conditioned or delayed, provided the proposed work is deemed to be consistent with Section 5.01 of this Lease. Upon pre-approval of reasonable estimated expenses as further described below, the Tenant will reimburse the City upon demand for the reasonable, out-of-pocket expenses incurred by the City to review and act upon the Tenant's request, which expenses may include without limitation the fees and expenses of architects, engineers, attorneys, and other professionals. Prior to engaging professionals or incurring other expenses, the City shall provide an estimate of those costs to the Tenant, and should the Tenant wish to continue its request, then the Tenant must approve of the expenses estimated to be incurred prior to incurring any responsibility for City's costs. The Port Director, acting on behalf of the City, shall have a total of thirty (30) days to provide written approval or disapproval of such work.

The Tenant shall not commence any such work unless and until the City, through the Port Director, has given its written approval of such work, and the Tenant has provided to the Port Director any payments, bonds and/or securities as required herein below.

Tenant shall be solely responsible for payment of all hard and soft costs of such work, including but not limited to modifications to the security perimeter as part of Tenant's Capital Improvements, which must be in compliance with all state and federal laws and regulations, and, prior to commencement of any work on the Leased Premises, Tenant shall provide the City with reasonably satisfactory evidence of Tenant's ability to pay the costs of such work as and when due. Further, Tenant shall be solely responsible for payment of all hard and soft costs of such work as may be required from time to time to remain in compliance with all applicable state and federal laws and regulations.

Further, prior to the commencement of any such work, the Tenant shall procure and provide to the Port Director any and all additional approvals of such work and/or the plans and specifications for such work required by any federal, state, water management district, county, or municipal government, or authority, agency, officer, department, or subdivision thereof, having jurisdiction with respect to such work, and shall obtain and provide to the Port Director any and all requisite

development, building and construction licenses, orders, permits, and approvals.

The Tenant shall be solely responsible for obtaining and paying the costs of obtaining all required licenses, orders, permits, and approvals for such work.

The Tenant shall not entered into an contract for the performance of any portion of the work unless and until the City shall have given its written approval of the proposed contractor and the proposed contract, which approval shall not be unreasonably withheld, conditioned, or delayed; provided that each contract for any portion of the work shall conform to the requirement of this Article 11 and shall include, without limitation, a requirement for the contractor to provide builder's risk insurance reasonable satisfactory to the City.

All such work shall conform to the plans and specifications, construction timetable and other documentations submitted to the City by the Tenant; all conditions and requirements imposed by the City as a condition of its approval, including but not limited to applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including but not limited to the Rules and Regulations, the Port Master Plan, and the federal Americans with Disabilities Act and regulations thereunder. In no event shall the approval of the City required by this Article be deemed to be any acknowledgement by the City that such work or any plans, specifications, or other information or documentation submitted to the City complies or will comply with applicable laws, codes, ordinances, rules, and regulations, other than those of the City of Pensacola, and shall not relieve Tenant from obtaining all required governmental authorizations, permits and approvals, including but not limited to authorizations, permits and approvals required by the ordinances, codes, rules and regulations of the City of Pensacola, all of which shall be obtained prior to the commencement of such work. Further, the City, by giving its approval of such work, assumes no liability or responsibility therefor or for any defects in such plans and specifications or for any defects in any of such work.

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

Prior to commencement of any work on the Leased Premises for a total cost (both hard and soft costs, as estimated by the City) in excess of One Hundred Thousand and NO/100 Dollars (\$100,000.00), Tenant shall provide to the City payment bonds obtained by each general or sub-contractor of Tenant ensuring performance of that general contractor's obligations under the construction contract between that general contractor and the Tenant and payment of that contractor's subcontractors and suppliers with respect to the construction, alteration, removal or

demolition of any Capital Improvements. Each of the bonds must (i) be issued by a Qualified Surety (hereinafter defined), be in form and substance satisfactory to the City, (iii) run in favor of the City, (iv) be in the amount of the total cost of constructing, altering, removing or demolishing, as the case may be, the Capital Improvements as approved by the City, as such cost is stipulated in the construction contract between the Tenant and its general contractor, and (v) conform to the provisions of Section 255.05, Florida Statutes, whether or not such statute applies to such work, and any other statutory requirements. A "Qualified Surety" is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Florida and possessing a rating of A/VIII or better in A.M. Best's Insurance Reports.

Upon completion of all renovations, construction, alterations, or Capital Improvements on the Leased Premises, the Tenant shall provide to the Port Director an accurate and complete conformed set of "as built" plans and specifications, certified by the appropriate contractor(s) and design professional(s), and a copy of the government-issued Certificate of Occupancy, if required for such work.

Section 11.02 CONSTRUCTION REQUIREMENTS

Immediately upon receipt of all approvals by the City required by this Lease and all permits and approvals required by all federal, state, and local governmental units and agencies having jurisdiction, the Tenant shall proceed with construction of said Capital Improvements. Work shall not be performed on days or at times other than those approved in writing by the Port Director, which approval shall not be unreasonably withheld, conditioned, or delayed to afford Tenant regular access and opportunity to timely complete its construction.

The Tenant shall construct all Capital Improvements and additions to the Leased Premises at its own expense. Although the City has the right to review proposed improvement plans, and not approve the plans if the plans are inconsistent with the Tenant's use of the Leased Premises, and construction quality and design control within the norms of the proposed construction or improvements, pursuant to the standards set forth above, if the City does approve the improvement plans, and the Tenant thereafter constructs the improvements, the Capital Improvements shall be commissioned and constructed at the Tenant's sole initiative and behest, and nothing herein shall be construed as an authorization by City to the Tenant to construct the Capital Improvements, or as an agreement by City to be responsible for paying for the Capital Improvements, and neither the Leased Premises, including those Capital Improvements constructed in compliance with Section 4.01 herein, nor the City's interest in said Leased Premises, shall be subjected to any construction lien for any Capital Improvements constructed by the Tenant hereunder.

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

The City shall, at any period during construction of the Tenant's Capital Improvements, alterations, or additions, have the right, but not the obligation, to inspect any or all construction work, workmanship, material and installation involved in, or incidental to, the construction or installation of the Capital Improvements, alterations, or additions, for conformance with the applicable standards set forth in this Lease and within normally acceptable industry practices, provided that such inspection shall not include internal work that is exclusively of an operations (non- structural) nature,

and provided further that no such inspections shall be deemed to constitute consent to or approval of any such work.

Upon substantial completion of Tenant's initial construction, renovations, and Capital Improvements, and upon completion of any future major permanent renovations or Capital Improvements, the Tenant shall provide the City a complete set of "as-built" project specifications and drawings.

END OF ARTICLE

ARTICLE 12. LIENS PROHIBITED

Notwithstanding any other provision of this Lease, the City's fee simple estate and interest in the Leased Premises shall not be subject to any lien, statutory or otherwise, by reason of any Capital Improvements constructed or altered upon, removed from, or demolished on the Leased Premises or work, labor, services or materials performed upon or supplied to the Leased Premises, by or upon the order or request of the Tenant or its agents, employees or contractors, or any permitted sublessee of the Tenant, or anyone acting by, through or under the Tenant. The Tenant shall include written notice of the foregoing in all contracts for the furnishing of labor, services or materials to or on the Leased Premises. All persons performing labor or service or furnishing materials to the Leased Premises on the order of the Tenant must look solely to the Tenant for payment. The Tenant shall keep the Leased Premises and Capital Improvements free from any construction liens, mechanics liens, vendors liens or any other liens or claims arising out of any work performed, materials furnished or obligations incurred by or at the request of the Tenant or its employees, contractors, or anyone acting by, through or under the Tenant, all of which liens and claims are hereby expressly prohibited, and the Tenant shall defend, indemnify and hold the City harmless from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees and costs incurred by the City in connection with any such lien, claim or action. The City may, at any time, post appropriate notices of non-responsibility on the Leased Premises or the Land, and in the public records.

END OF ARTICLE

ARTICLE 13. MAINTENANCE AND REPAIR

Section 13.01 **TRIPLE NET LEASE**

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

Section 13.02 **TENANT RESPONSIBILITIES**

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

- (a) At all times perform commercially reasonably routine maintenance, preventive maintenance, and inspections (including without limitation inspections of the fire suppression systems and any elevators, it being further agreed that the Tenant shall promptly provide such inspection reports to the City) of the Leased Premises, the Facilities, and all buildings, improvements, and pavement on the Leased Premises and all components thereof and maintain all of the foregoing in a good and clean condition, repair and preservation;
- (b) Replace or substitute any fixtures, equipment and components that have become inadequate, obsolete, worn out, unsuitable, or undesirable with replacement or substitute new fixtures, equipment and components of equal or greater value, free of all liens and encumbrances, that shall automatically become a part of the buildings and improvements;
- (c) At all times keep the Leased Premises' grounds, pavement and exterior of the Leased Premises, its buildings and improvements, fixtures, landscaping, equipment, and personal property in a maintained, clean, and orderly condition and appearance;
- (d) Provide, and maintain in good working order, all obstruction lights and similar devices, fire protection and safety equipment, and all other equipment of every kind and nature required by applicable laws, rules, orders, ordinances, resolutions, or regulations of any

competent authority, including the City and the Port Director, provided that such rules, regulations, and ordinances shall be applicable in a non-discriminatory manner to all similarly situated parties;

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

(f) Repair any damage to paving or other surfaces of the Leased Premises or the Port caused by the Tenant, its employees, agents, sublessees, licensees, contractors, suppliers, guests or invitees as the result of any oil, gasoline, grease, lubricants, flammable liquids, or substances having a corrosive or detrimental effect thereon or as the result of any cause whatsoever; but in no event shall this relieve the City of its' obligations to maintain the land not a portion of the Leased Premises in good working order for the operations of the Tenant's business as defined in Section 2.01;

(g) Comply with the Port's Storm Water Pollution Prevention Plan and plan and take measures to prevent erosion;

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

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

(j) Replace broken or cracked plate glass, paint/repaint structures upon the Leased Premises, regularly mow all grass within the Leased Premises, and weed and maintain any

(k) landscaping planted or installed by the Tenant on the Leased Premises; and

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

Section 13.03 SAFE, CLEAN AND ORDERLY OPERATION

During the term of this Lease, the Tenant agrees to maintain all portions of the Leased Premises, and any improvements, alterations, or additions thereon, in a safe, clean, and neat condition, and not permit any accumulation of wreckage, debris, or trash. The Tenant agrees to provide for complete, proper and adequate sanitary handling and disposal, away from the Port, of all trash, garbage, waste and other refuse caused as a result of the Tenant's operations; to provide and use suitable covered metal receptacles, to be approved by the Port Director, for all trash, garbage and other refuse on or about the Leased Premises, and not to pile boxes, cartons, carts, drums, or the like on the outside of the buildings, or dump any waste matter of any nature, in a liquid state or otherwise, on the Leased Premises nor to permit contamination of the Port's stormwater or sanitary

sewer systems. The Tenant agrees to promptly install, without cost or expense to the City, any other device or devices for the handling and disposition of refuse and all manner of waste (liquid or otherwise) as may reasonably be required by the City or the Port Director.

Section 13.04 OTHER SERVICES

At its own expense, the Tenant shall provide interior and exterior painting, janitorial, trash removal and all other services necessary or desirable for the operation of the Tenant's business on the Leased Premises permitted under Article 4 above. The Port provides 24/7/365 controlled gate access to the Port secured restricted area as well as a roving patrol of all land at the Port during normal operating hours. Should the Tenant require specialized security services at its Leased Premises, the Tenant must contract for same separately and may engage any properly licensed security services provider for the provision of same.

Section 13.05 QUARTERLY CONDITION SURVEYS

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

Section 13.06 PERFORMANCE

In the event that the Tenant refuses or fails to undertake and complete any maintenance, repair or replacements within thirty (30) days after written notice from the Port Director or, in the event of exigent circumstances, such lesser time as the Port Director specifies in such written notice, or for those items that cannot be reasonably cured within 30 days, the Tenant fails to diligently pursue remediation of the failure then and in any such event the City shall have the right, but not the obligation, to perform such maintenance, repair or replacement on behalf of and for the Tenant. The actual costs of such maintenance, repair or replacement, plus fifteen (15.0%) percent for administration, shall be reimbursed by the Tenant to the City no later than 30 days following receipt by the Tenant of written demand from the City for same.

Section 13.07 UTILITIES

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

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

required maintenance and repair with the appropriate utility company and the office of the Port Director.

The City reserves to itself the right, at its expense, to install, maintain, repair, replace, or remove and replace water and sewer pipes, electrical lines, cable lines, internet lines, gas pipes, and any other utilities or services located on the Leased Premises as necessary or appropriate, in the City's judgment, to make such utilities available to the City or other tenants, together with the right to enter the Leased Premises at all reasonable times in order to accomplish the foregoing, provided, however, that (i) the City shall not disrupt the operations of the Tenant without prior written approval of the Tenant and shall take reasonable precautions to avoid the disruption of the Tenant's authorized activities; (ii) the alteration and additions after installation do not lessen the utilities previously available to the Tenant; (iii) the City and/or the ultimate user of such utilities will be responsible to repair and maintain such utilities; and (iv) such utilities will be separately metered for different users.

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

Section 13.08 UTILITIES SUPPLY OR CHARACTER

The City shall not be liable in any way to the Tenant for any failure or defect in the supply or character of electrical energy, internet service, cable service, gas, water, sewer, or other utility service furnished to the Leased Premises by reason of any requirement, act, or omission of the City in its capacity as a utility provider or of any public utility providing such service or for any other reason. The City shall have the right to shut down electrical and other utility services to the Leased Premises when necessitated by fire, safety or emergency exigencies, and in advancement of and consistent with the provisions of Section 13.07 herein above whether the need for such utility work arises with respect to the Leased Premises or any other facility at the Port. Whenever reasonable under the circumstances, the City shall give the Tenant not less than five (5) days' prior notice of any such utility shutdown. In no event shall the planned loss of utility services occur during normal manufacturing hours without the express knowledge and written consent of the Tenant. The City shall not be liable to the Tenant for any losses, including the loss of income or business interruption, resulting from any interruptions or failure in the supply of any utility to the Leased Premises whether said utility supply is controlled by the City or by a public utility provider. Notwithstanding the foregoing, in the event of an interruption of utilities to the Leased Premises, the City will use commercially reasonable efforts, at no cost to the City except for natural gas service supplied by the City, to restore such utility as soon as reasonably possible.

END OF ARTICLE

ARTICLE 14. TITLE TO IMPROVEMENTS AND PERSONAL PROPERTY

Section 14.01 **TITLE TO IMPROVEMENTS**

Title to all buildings, structures, pavement, and other improvements presently existing upon the Leased Premises or any part thereof is vested in the City.

Title to all buildings, structures, pavement, and other improvements not considered to be trade fixtures or personal property of the Tenant constructed or installed on the Leased Premises by the Tenant or the City during the Lease Term shall become vested in the City immediately and automatically upon completion thereof, without notice to the Tenant or any action by the City.

Section 14.02 **TITLE TO PERSONAL PROPERTY**

Except as otherwise provided in this Section 14.02, all trade fixtures and equipment and other business personal property installed or placed by the Tenant in the Leased Premises that is not paid for by the City or by grant funds obtained by the City shall remain the property of the Tenant, subject, however, to the provisions of this Section 14.02, unless otherwise provided in subsequent written agreements between the Tenant and the City. The Tenant shall have the right at any time during the Lease Term and prior to its expiration or earlier termination of this Lease to remove any and all of said property from the Leased Premises. The Tenant shall promptly repair or pay for all damages, if any, resulting from such removal. All City property damaged by or as a result of removal of the Tenant's property by the Tenant shall promptly be restored at the Tenant's expense to substantially the same condition as it was prior to such damage.

Notwithstanding the foregoing, any and all property not removed by the Tenant within thirty (30) days after the expiration of the Lease Term or the earlier termination of this Lease shall become a part of the land upon which it is located, and title thereto shall automatically vest in the City with prior written notice to the Tenant within ten (10) days of suggested transfer of ownership. The City reserves the right to remove and dispose of any or all of such property not removed by the Tenant within third (30) days after the expiration of the Lease Term or the earlier termination of this Lease, without any liability or obligation to the Tenant. In any event, Tenant shall be obligated to pay Base Rent, payable on the first day of each month, following such 30-day period until all of Tenant's property is removed from the Leased Premises.

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

END OF ARTICLE

ARTICLE 15. ENVIRONMENTAL COMPLIANCE

Section 15.01 ENVIRONMENTAL LAWS

The Tenant shall, at all times, abide by all Environmental Laws applicable to, concerning, or arising from the Tenant's actions or inactions resulting directly or indirectly from its occupancy, use, or lease of the Leased Premises, including, without limitation, state and federal laws regulating storm water runoff contamination and pollution prevention, numeric nutrient criteria requirements, state and federal laws regulating soil, water, and groundwater quality, and state and federal laws regulating air quality. Tenant shall not, nor shall it permit its employees, business invitees, or contractors (collectively "Tenant's Agents"), to bring upon, keep, store, use, or dispose of any Hazardous Substances on, in, under, or about the Leased Premises, except for the following: (i) gas, diesel fuel, oil, and other petroleum products and petroleum by-products which drip in normal amounts from motor vehicles on parking and truck loading areas surrounding the Premises; (ii) Hazardous Substances contained within Tenant's equipment and personal property and which do not pose any significant threat of being released into the environment; or (iii) general office or warehouse supplies (including, without limitation, ordinary cleaning chemicals and solutions) used for their intended purpose and not posing any significant threat of contamination of the Leased Premises. Tenant shall cause the presence, use, storage, and/or disposal of any Hazardous Substances on, in, under, or about the Leased Premises by Tenant or Tenant's Agents to be in compliance with all applicable laws, rules, regulations, orders, and the like. Prior to the Rent Commencement Date, the Tenant shall identify in writing to the Port Director and its Fire Department all Hazardous Substances that are or may be used in the course of its occupation of the Leased Premises. This list shall be updated by Tenant in March of each year and include quantities of materials stored on the Leased Premises. The City shall have the right to inspect the Leased Premises at any reasonable time upon reasonable advance notice to ensure compliance with Environmental Laws and the provisions of this Article.

The City, acting through its Port Director, has the right to limit the amount of Hazardous Substances used and stored on the Leased Premises that are not reasonably used in the course of Tenant's business for the authorized purposes herein.

The Tenant shall comply with the Port's Storm Water Pollution Prevention Plan and all amendments thereto irrespective of whether it has its own Storm Water Pollution Prevention Plan.

The Tenant shall not, directly or indirectly, cause or permit the disposal or discharge of Hazardous Substances onto the Leased Premises or other Port property, but in no way does this prohibit material to be properly stored in the Leased Premises consistent with the provisions of this Section 15.01, consistent with the proposed use of the Leased Premises, and consistent with all applicable laws governing storage of same.

The Tenant shall be solely responsible for the payment of any and all fines, fees, penalties, assessments or citations issued as a result of the Tenant's failure to comply with the provisions of this Section 15.01 whether such fine, fee, penalty, assessment or citation be issued to the Tenant directly or the City or Port as the property owner.

Section 15.02 ENVIRONMENTAL CONDITIONS

The City represents and warrants to its actual knowledge without independent investigation that:

- (i) it has not received any notice of violation of any Environmental Laws with respect to the Leased Premises.
- (ii) it has not been a party to any actions, suits, proceedings, or damage settlements related

- in any way to contamination in, upon, over or from the Leased Premises; and
- (iii) the Leased Premises is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites, CERCLIS, or any other list of hazardous sites maintained by any federal, state, or local government agency; and
- (iv) the Leased Premises contains traces of sandblasted paint which may qualify as a Hazardous Substance as defined herein, and asbestos (collectively, the "Known Environmental Conditions").

Section 14.03 REMEDIATION OF ENVIRONMENTAL CONDITIONS

If, following the vacating, abandonment or surrender of the Leased Premises or any portion thereof by the Tenant, an assignee or a sublessee, any contamination by Hazardous Substances of the Leased Premises or other portions of the Port (expressly excluding the Known Environmental Conditions) occurred during the Lease Term that is attributable to the activities of the Tenant, an assignee or a sublessee, the Tenant shall perform any and all assessments, remediation, and/or monitoring activities required by law at its sole cost and expense.

Tenant shall defend, indemnify, protect, and hold City harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney fees and costs, arising out of or in connection with the presence, storage, use, or disposal of Hazardous Substances in, on, under, or about the Leased Premises or other portions of the Port caused by the acts, omissions, or negligence of Tenant and/or Tenant's agents. Tenant's obligations hereunder shall survive the expiration or earlier termination of this Lease. Neither City nor City's employees, business invitees, agents, contractors, or subcontractors (collectively "City's Agents") shall bring upon, keep, store, use, or dispose of any Hazardous Substances in, on, under, or about the Leased Premises. Tenant shall have no liability associated with and City shall reimburse Tenant for any and all claims, costs, fines, judgments, and liabilities, including attorney fees and costs, arising out of or in connection with the presence of Hazardous Substances in, on, under, or about the Leased Premises upon the date this Lease commences or introduced in, on, under, or about the Leased Premises subsequent to commencement of this Lease due to the acts, omissions, or negligence of City or City's agents. City's obligations hereunder shall survive the termination of this Lease.

Section 15.04 ENVIRONMENTAL REPORTS

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

Section 15.05 SURVIVAL OF OBLIGATIONS

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

Section 15.06 NPDES AND SWPPP

The Tenant shall comply with the requirements of the National Pollutant Discharge Elimination

System (NPDES) program delegated by the United States Environmental Protection Agency (EPA) to the state of Florida and administered in part by the Florida Department of Environmental Protection (FDEP). The City and the Tenant are required to be covered by a Multi-Sector Generic Permit (MSGP) which is currently identified as “co-located permittees,” and the Tenant shall submit the required Notice of Intent (NOI) to FDEP and provide a copy of the NOI and related Storm Water Pollution Prevention Plans (SWPPP) to the City. The Port Administrative Office maintains copies of the most current SWPPP for tenants. All tenants and users (including the Tenant) are responsible for obtaining and maintaining a current copy of the SWPPP, as well as informing and familiarizing their employees, agents, contractors, and visitors of the SWPPP contents and their responsibilities thereunder. The City has control over the establishment and implementation of all policies relating to storm water associated with port docks and tenant areas, including the Leased Premises. All tenants and users (including the Tenant) shall comply with the most current SWPPP and with the most current Best Management Practices (BMPs) applicable to their facilities and operations contained in the document entitled “Port Pensacola BMPs for Potential Pollutant Sources,” copies of which are available from the Port Director.

Section 15.07 PHASE 1 ENVIRONMENTAL REPORT

The City, at the City’s sole cost and expense shall cause a Phase 1 environmental report of the Land to be completed by a licensed professional and shall provide a copy of such Phase 1 to the Tenant within fifteen (15) days after receipt by the City. The Phase 1 shall have an effective date within thirty (30) days) before the Date of Beneficial Occupancy but in any event prior to Tenant's occupancy of any portion of the Leased Premises The City shall indemnify, defend, and hold harmless the Tenant from and against all claims, damages, liabilities, costs, and expenses, including without limitation reasonable attorneys’ fees, suffered or incurred by the Tenant as a result or arising out of any environmental condition identified in such Phase 1. The Tenant shall indemnify, defend, and hold harmless the City from and against all claims, damages, liabilities, costs, and expenses, including without limitation reasonable attorneys’ fees, suffered, or incurred by the City as a result or arising out of any environmental condition arising or occurring after the Date of Beneficial Occupancy.

END OF ARTICLE

ARTICLE 16. EVENTS OF DEFAULT; REMEDIES; TERMINATION

Section 16.01 TENANT EVENTS OF DEFAULT

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

- (a) The Tenant fails to make any Base Rent payment required to be made by the Tenant hereunder, as and when due, and such failure continues for ten (10) days; or
- (b) The Tenant fails to make any monetary payment, other than Base Rent, required to be made by the Tenant hereunder, as and when due and such failure continues for 15 days after Tenant received written notice of such failure; or
- (c) The Tenant fails to observe, keep, and perform the terms, covenants, agreements, and conditions of any of Articles 8 or 18 of this Lease; or
- (d) The Tenant fails to observe or perform any covenant, condition or provision of this Lease to be observed or performed by the Tenant, other than as described in subparagraphs (a), (b), and (c) above or subparagraphs (e), (f), (g), (h), or (i) below, and such failure shall continue for a period of thirty (30) days after written notice thereof by the City to the Tenant; provided, however, that if the nature of such failure is such that more than thirty (30) days are reasonably required for its remedy or cure, then such 30-day period shall be extended for up to thirty (30) additional days provided that the Tenant begins such remedy or cure within such 30-day period and thereafter diligently and continuously prosecutes such remedy or cure to completion within such additional 30-day period; or
- (e) The Tenant files a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or an order for relief is entered in an involuntary bankruptcy case filed against the Tenant; or the Tenant seeks or consents to or acquiesces in the appointment of any trustee, custodian, receiver or liquidator of itself or of all or any part of its assets or any interest therein; or the Tenant shall make a general assignment for the benefit of its creditors; or the Tenant commits any act providing grounds for the entry of an order for relief under any chapter of the federal bankruptcy code; or
- (f) A petition or case is filed against the Tenant seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, custodian, receiver or liquidator of the Tenant or of all or any part of its assets or any interest therein, and such petition, case or appointment is not dismissed within sixty (60) days after such filing or appointment; or

(g) The Tenant fails to comply with the Port's Storm Water Pollution Prevention Plan and all amendments thereto; or

(h) The Tenant abandons all or substantially all of the Leased Premises or ceases to conduct all or substantially all of the Tenant's business on the Leased Premises permitted under Article 4 above; or

(i) The Tenant, its assignees, sublessees, contractors or subcontractors, employs or contracts with or for work or services performed on or from the Leased Premises, any unauthorized alien as described by Section 274(e) of the federal Immigration and Nationalization Act. Failure to comply with this paragraph (h) shall not constitute a material breach by the Tenant, provided the Tenant has undertaken reasonable efforts to ensure compliance with the Act through its practices and policies.

Section 16.02 **REMEDIES.**

Upon the occurrence of any Event of Default, the City may at any time thereafter, with or without notice or demand (except as expressly specified in Section 16.01 above or elsewhere in this Lease), and without limiting the City in the exercise of any right or remedy that the City may have by reason of such Event of Default:

(a) Terminate the Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate, and the Tenant shall surrender possession of the Leased Premises to the City within the provisions of the lease termination. In such event, the City shall be entitled to recover from the Tenant all damages incurred by the City by reason of the Tenant's default, including but not limited to the reasonable cost of recovering possession of the Leased Premises; cost of repairs for any and all damages to the Leased Premises, ordinary wear and tear excepted; cost of any repairs or improvements required to bring the Leased Premises up to code and obtain an Certificate of Occupancy, if said Leased Premises is left in an untenable state by the Tenant; and the worth at the time of award by the court having jurisdiction thereof of (i) the amount of unpaid Rent and other unpaid amounts under this Lease which had been earned at the time of termination, (ii) the unpaid Rent and other amounts under this Lease which would have been earned after termination until the time of award, and (iii) the amount by which the Rent that would have become due and payable under this Lease after the time of award during the remainder of the Lease Term exceeds the amount for the same period that the Tenant proves could be reasonably avoided. The amounts due under clauses (i) and (ii) above shall accrue interest from the termination date until paid in full at the greater of eight percent (8%) per annum or the legal rate applicable to money judgments entered by the courts of the State of Florida on the termination date.

(b) Without terminating this Lease, enter and repossess the Leased Premises, remove the Tenant's property and signs therefrom, and re-let or re-use the same for such rent and upon such terms as shall be satisfactory to the City without such re-entry and repossession working a forfeiture of the Rent and other amounts to be paid prior to the lease termination. For the purpose of re-letting or re-use, the City shall be entitled to make any repairs, changes, alterations or additions in or to the Leased Premises that may be reasonably necessary or convenient, and the City shall be entitled to recover from the Tenant the reasonable cost of repairs for any and all damages to the Leased Premises, ordinary wear and tear excepted; and, cost of any repairs or

improvements required to bring the Leased Premises up to code and obtain an Certificate of Occupancy, if said Leased Premises is left in an untenable state by the Tenant.

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

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

Section 16.03 RIGHTS AND REMEDIES OF THE CITY CUMULATIVE

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

END OF ARTICLE

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ARTICLE 17. HOLDING OVER

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

Should the Tenant hold over without the City's written consent, the Tenant agrees to pay to the City, as monthly Rent during such period of holding over, for such Leased Premises for each month until the Tenant completely vacates the Leased Premises, one hundred fifty percent (150%) of the sum of (i) Base Rent payable for the last month of the Lease Term, including without limitation applicable taxes and (ii) all and other fees and charges required by this Lease or by City ordinance to be paid by the Tenant.

The Tenant shall be liable to the City for all loss or damage resulting from such holding over against the City's will after the termination of this Lease, whether such loss or damage may be contemplated at this time or not. It is expressly agreed that acceptance of the foregoing rental by the City, in the event that the Tenant fails or refuses to surrender possession, shall not serve to grant the Tenant any right to remain in possession beyond the period for which such amount has been paid nor shall it constitute a waiver by the City of its right to immediate possession thereafter.

END OF ARTICLE

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ARTICLE 18. ASSIGNMENT AND SUBLEASE

Section 18.01 LEASE ASSIGNMENT

The Tenant shall have the right to assign this Lease and the Tenant's interest in or to the Leased Premises, or any part thereof. The Tenant will need the City's prior written consent which shall not be unreasonably withheld. Should there be an internal assignment by the Tenant of the lease to an entity that has common ownership or is otherwise an affiliated entity, then no approval by the City is required, but the Tenant shall provide ten (10) days advance notice of the intent to assign. Nothing in this provision shall impair the responsibilities of the Tenant to the City until the City provides approval of the assignment, when required.

In the event that the Tenant requests permission to assign this Lease in whole or in part to an unaffiliated entity, the request shall be submitted to the Port Director not less than thirty (30) days prior to the proposed effective date of the assignment requested, and shall be accompanied by a copy of the proposed assignment agreement(s) and of all agreement(s) collateral thereto, together with the following information: the identity and contact information of the assignee, whether the requested assignment is a full or partial assignment of this Lease, and the type of business to be conducted on the Leased Premises by the assignee.

Section 18.02 LEASED PREMISES SUBLEASE

The Tenant is entitled to sublet parts of the Leased Property, provided that the Tenant shall not sublet the Leased Premises or any part thereof, regardless of the time period, without having first obtained the Port Director or the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

In the event that the Tenant requests permission to sublet the Leased Premises in whole or in part, except to an Affiliate, the request shall be submitted to the Port Director not less than thirty (30) days prior to the proposed effective date of the sublease requested, and shall be accompanied by a copy of the proposed sublease agreement(s) and of all agreement(s) collateral thereto, together with the following information: the identity and contact information of the sublessee, a description of the part of the Leased Premises to be subleased, a statement of the entire consideration to be received by the Tenant by reason of such sublease (including but not limited to sublease rent and other fees and charges payable by the sublessee), and the type of business to be conducted on subleased premises by the sublessee.

For purposes of this Section 18.02 and Section 18.03 below, "sublease" and related terms shall include, without limitation, any sublease, license, or agreement, regardless of how denominated, that permits a third party to occupy or use all or any part of the Leased Premises other than those persons who use the Leased Premises in the ordinary course of Tenant's business for the use permitted under Article 4 above.

Section 18.03 CONSUMMATION OF ASSIGNMENT OR SUBLEASE

The City's consent for the assignment or sublease of the entire Leased Premises for which the City's consent is required and for which such consent has been given shall be by written instrument, in a form reasonably satisfactory to the Port Director and the City Attorney, and shall be executed by the assignee or sublessee who shall agree, in writing, for the benefit of the City,

to be bound by and to perform all the terms, covenants, and conditions of this Lease. Four (4) executed copies of such written instrument shall be delivered to the City. Failure either to obtain the City's prior written consent or to comply with the provisions of this Lease shall serve to prevent any such transfer, assignment, or sublease from becoming effective and shall constitute an Event of Default by the Tenant.

The Tenant agrees and acknowledges that it shall remain fully and primarily liable for all obligations of any subtenant/sublessee under this Lease, absent a full assignment of this Lease or any sublease of all or any portion of the Leased Premises to which the City consents and agrees; provided, however that Tenant shall remain responsible for payment of all monies due to the City under this Triple Net Lease unless the assignment incorporates the entire Leased Premises.

END OF ARTICLE

ARTICLE 19. DAMAGE OR DESTRUCTION OF LEASED PREMISES; TAKING BY EMINENT DOMAIN

Section 19.01 LEASED PREMISES -- DAMAGE OR DESTRUCTION

If at any time during the continuance of this Lease, the Leased Premises shall be so destroyed or so injured by fire or other casualty as to be unfit for full occupancy and use by the Tenant, and such destruction or injury could reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, then the Tenant shall not be entitled to surrender possession of the Leased Premises; provided, however, that the Tenant's obligation to pay Rent shall be equitably reduced to the extent of the diminution in use to the Tenant resulting from such destruction or injury until full use and occupancy is restored to the Tenant. The Tenant shall repair the damage with all reasonable speed at least to the extent of the value of the insurance available from all sources and as nearly as possible to the character and quality of the building and improvements existing immediately prior to such occurrence.

If the Leased Premises shall be so destroyed or injured by fire or other casualty that such destruction or injury could not reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, the Tenant shall have the option, upon written notice given to the City within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon giving of such notice this Lease shall be terminated as of the date of such destruction or injury. In the event the Tenant elects not to terminate this Lease in accordance with the foregoing options, the Tenant shall repair the damage and restore or rebuild the building and improvements as promptly as reasonably possible after the one hundred eighty (180) day period. All insurance proceeds received by the City and/or the Tenant for the loss shall be available to the Tenant for rebuilding with disbursement of said funds following the terms to be agreed upon in writing in advance of any construction.

Notwithstanding the foregoing provisions of this Article, in the event of damage or destruction, as aforesaid, such that fifty percent (50%) or more of the total floor area of the Facilities is rendered unfit for occupancy and use by the Tenant during the last three (3) years of the Lease Term, then either Party shall have the option, upon written notice given to the other Party within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon the giving of such notice this Lease shall be terminated as of the date of such destruction or injury. In such case, each Party shall be entitled to retain the proceeds of any insurance paid to it as a result of the Loss.

Section 19.02 TAKING BY EMINENT DOMAIN

In the event that the Leased Premises or any portion thereof shall be taken for public or quasi-public use or condemned under eminent domain, the Tenant shall be entitled to claim or have paid to the Tenant compensation, loss of business facilities or damages, but nothing herein contained shall be construed to prevent the Tenant from asserting against the condemnor any separate claim for damages to the Tenant occurring by reason of said condemnation, including without limitation loss or damage to leasehold improvements, personal property, business, fixtures, goodwill, cost of removing fixtures or equipment or loss of future profits.

In the event of any such taking or condemnation referred to in the preceding paragraph, then if and when there is an actual taking, in whole or in part, of physical possession of the Leased Premises

which shall render the Leased Premises unfit for the use and occupancy by the Tenant substantially as used and occupied prior to such taking, the Tenant may terminate this Lease. The Leased Premises shall be deemed to be unfit for use by the Tenant if the area of the portion thereof remaining after such taking is less than sufficient to accommodate the operations carried on by the Tenant just prior to such taking. If the Tenant elects to terminate this Lease as provided above, it shall give written notice to the City within thirty (30) days after the later of (a) the entry of the final order of court authorizing the taking or appropriation or the date of settlement, as the case may be, or (b) the taking of physical possession by the condemner.

END OF ARTICLE

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ARTICLE 20. FEDERAL, STATE, AND LOCAL REGULATIONS

Section 20.01 COMPLIANCE WITH RULES AND REGULATIONS

The Port Director is charged with administering the provisions of this Lease and is authorized from time to time to promulgate and enforce such Rules and Regulations and policies as the Port Director deems necessary, provided neither will prohibit Tenant from using the Leased Premises for the Permitted Use provided for herein. All such Rules and Regulations and policies so promulgated shall not be inconsistent with any legally authorized rule or regulation of any federal or State of Florida agency, which is binding in law on the Tenant, as the same now are or may from time to time be amended or supplemented, nor inconsistent with the reasonable exercise by the Tenant of any right or privilege granted under this Lease.

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

Section 20.02 COMPLIANCE WITH LAW

The Tenant shall not use the Port or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, subtenants, contractors, invitees, or licensees for any illegal purposes.

At all times during the Lease Term, the Tenant shall, in connection with its activities and operations at the Port:

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

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

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

The Tenant, for itself and its successors and assigns, shall, and does hereby, covenant and agree to FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD

HARMLESS the City and its elected officials, employees, officers, directors, volunteers, and representatives, individually and collectively, from and against any and all penalties, fines, and demands of any kind (including but not limited to costs of investigation, attorneys' fees, court costs, and expert fees) arising out of the Tenant's acts or omissions resulting in any alleged violation of any rule, regulation, statute, order, directive, or mandate of the United States, the State of Florida, Escambia County, or the City of Pensacola.

Section 20.03 COMPLIANCE WITH ENVIRONMENTAL LAWS

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

- (a) Identified in the Hazardous Substances listing described in Section 15.01,
- (b) Permitted by or are exempt from applicable governmental regulations, and
- (c) Are transported, stored and utilized in accordance with applicable governmental regulations and the best practices of the Tenant's industry.

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

Tenant shall perform Environmental Reporting required under this Section as described in Section 15.04.

Section 20.04 LICENSES AND PERMITS

The Tenant shall obtain in a timely manner and thereafter maintain in full force and effect during the Lease Term all licenses, permits and other approvals required by the federal, state, county, and municipal authorities in order to engage in the Tenant's business on the Leased Premises as permitted under Article 4 above, and consistent with Section 2.01.

END OF ARTICLE

ARTICLE 21. TAXES

Section 21.01 **PAYMENT OF TAXES**

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

Section 21.02 **REAL PROPERTY TAXES**

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

Section 21.03 **DEFINITION**

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

Section 21.04 **CONTEST**

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

Section 21.05 **PERSONAL PROPERTY TAXES**

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

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

END OF ARTICLE

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ARTICLE 22. ENCUMBRANCE OF LEASEHOLD ESTATE AND NOTICE TO MORTGAGEES

Tenant shall not encumber by mortgage or other security instrument, by way of collateral assignment, or otherwise, Tenant's interest in this leasehold estate without the prior written consent of City, which consent shall not be unreasonably withheld, delayed, or conditioned.

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

(a) Lender shall have the right:

1. To do any act or thing required of Tenant hereunder and all such acts or things done and performed shall be as effective to prevent a forfeiture of Tenant's rights hereunder as if done by the Tenant; and
2. To realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security documents (hereinafter sometimes collectively referred to as "foreclosure sale") or to acquire by deed-in-lieu, and to transfer, convey, or assign the title of Tenant to the leasehold estate created hereby to any purchaser at any such foreclosure sale or transfer from Lender if Lender acquires by a deed-in-lieu and to acquire and succeed to the interest of Tenant hereunder by virtue of any such foreclosure sale or deed-in-lieu.

(b) In the event of a default by the Tenant under this Lease, the rights of City may not be exercised until written notice of such default is delivered to Lender, or to the person or firm designated by any such Lender, by written notice to City, to accept such notices, and any applicable cure period has expired. Lender shall have the same notice and cure rights as are provided to Tenant under this Lease, except that Lender shall have the right to cure a monetary default as described in Section 16.01(a) within ten (10) days from delivery of said notice.

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

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

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

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

END OF ARTICLE

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ARTICLE 23. PORT DEVELOPMENT RIGHTS

The City reserves the right to further develop or improve all areas designated as Port property as the City may determine in its sole discretion to be in the best interests of the Port, regardless of the desires or views of the Tenant, and without interference or hindrance from the Tenant.

Except as may be required by this Lease or any other agreement between the Parties, the City reserves the right, but shall not be obligated to the Tenant, to keep and repair all areas of the Port. All obligations of the City hereunder are subject to annual appropriation. However, this provision shall not excuse the City's performance of any of its responsibilities or obligations hereunder.

END OF ARTICLE

ARTICLE 24. GENERAL PROVISIONS

Section 24.01 **ACKNOWLEDGMENT**

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

Section 24.02 **AUTHORITY OF THE PORT DIRECTOR**

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

Section 24.03 **CAPACITY TO EXECUTE**

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

Section 24.04 **DELIVERY OF NOTICES**

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

Notices to the City shall be addressed to:

City of Pensacola
Port of Pensacola
Attention: Port Director
700 South Barracks
Street
Pensacola, Florida 32502

Notices to the Tenant shall be addressed to:

Michael Cazer, CEO American Magic
c/o Continuum Ventures,
1035 Spauling Ave SE
Grand Rapids, MI 49546

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

Section 24.05 **EMPLOYEES OF THE TENANT**

The Tenant shall require all of its employees, subcontractors, and independent contractors hired by the Tenant and working in view of the public to wear clean and neat attire and to display

appropriate identification. Tenant employees shall obtain identification badges from the City. The Tenant shall be responsible for paying the cost of DHS/TSA-required employee background checks and badging to include a Transportation Worker Identification Credential (TWIC).

Section 24.06 ENTIRE AGREEMENT

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

Section 24.07 FORCE MAJEURE

Neither the City nor the Tenant shall be deemed to be in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage, pandemic, disease, any responsive measure or state of emergency declared by a governmental entity in relation to pandemic or disease or any other circumstances for which it is not responsible or which is not in its control (individually and collectively a “Force Majeure Event”); provided, however, that these circumstances shall not excuse the Tenant from making, as and when due, any monetary payment required under this Lease or by the Rules and Regulations, including but not limited to Base Rent, port rentals, fees, and charges, Taxes under Article 21, and insurance premiums. But the Tenant in a Force Majeure Event shall be entitled to deferment of the Base Rent, fees, and charges, listed above for up to one hundred eighty (180) days after the cessation of the Force Majeure Event or until performance under this Lease can be reestablished, whichever occurs first, on election to do so with written notice to the City and/or Port Director.

Section 24.08 RULES OF CONSTRUCTION

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Lease Agreement: words importing the singular number shall include the plural number and vice versa; captions and headings herein are for convenience but are to be read in unison with the language of the section to include its defined meaning or generally accepted meaning of the header and is otherwise also for reference and should constitute a material part of this Lease, but shall affect and read in toto to its meaning, construction or effect; words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders, and words of the neutral gender shall be deemed and construed to include correlative words of the masculine and feminine genders; all references in this Lease to particular “articles,” “sections,” or “paragraphs” are references to articles, sections or paragraphs within this Lease, unless specifically indicated otherwise; and, days are measured in calendar days unless expressly listed in business days.

Both City and Tenant acknowledge that they have each had meaningful input into the provisions and conditions of this Lease.

Section 24.09 GENERAL INTERPRETATION

Insofar as this Lease grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Port by the Tenant, such use or the doing of such act or thing by the Tenant is to be in connection with the permitted use under Section 4.01. Each of the Parties, however, has entered into this Lease solely for its own benefit; and (without limiting the right of either Party to maintain suits, actions, or other proceedings because of breaches of this Lease) this Lease does not grant to any third person (excepting a successor party to the City or the Tenant) a right to claim damages or bring any suit, action, or other proceeding against either the City or the Tenant because of any breach hereof.

Section 24.10 GOVERNING LAW

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

Section 24.11 INCORPORATION OF EXHIBITS

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

Section 24.12 INCORPORATION OF REQUIRED PROVISIONS

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

Section 24.13 INVALID PROVISIONS

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

Section 24.14 NONLIABILITY OF INDIVIDUALS

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

Section 24.15 NONINTERFERENCE WITH PORT OPERATIONS

The Tenant, by executing this Lease, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that might interfere with other operations at the Port or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the City reserves the right to enter the Tenant's Leased Premises and cause the abatement of such interference or hazard at the expense of the Tenant, but the Tenant has a ten (10) day right to cure if the situation is a non-emergency.

Section 24.16 NOTICE OR CONSENT

Any notice or consent required herein to be obtained from or given by the City (or the Port Director) may be given by the Port Director unless otherwise provided. Consent of the Tenant when required herein shall not be unreasonably withheld, delayed, or conditioned.

Section 24.17 NONWAIVER

The acceptance of rentals, fees, and charges by the City for any period or periods after an Event of Default shall not be deemed a waiver of the Event of Default cured by payments made by the Tenant to the City, and any right on the part of the City to terminate this Lease after the Event of Default is cured and payment is received by the City is waived by the City's acceptance of the money that may be the basis of the event of the default.

Section 24.18 OTHER LAND AND BUILDINGS EXCLUDED

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

Section 24.19 PATENTS AND TRADEMARKS

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

Section 24.20 PUBLIC RECORDS LAWS

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by the City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists.

The Tenant is a private tenant and is not ordinarily subject to Public Records Laws but shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to the Tenant.

Section 24.21 REMEDIES TO BE NONEXCLUSIVE

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

Section 24.22 SIGNS AND LOGOS

The installation and operation of exterior identifying signs, promotions, advertisements, posters, and live or static graphics on the Leased Premises are subject to the prior written approval of the Port Director. Such signs shall be substantially uniform in size, type, and location with those of other tenants, and consistent with the City's graphics standards for Downtown facilities, and in compliance with all applicable laws and ordinances. The signs shall be for the purpose of assigning Port users with wayfinding. Tenant may display exterior and interior static and electronic signage that advertises its products & services, promotes special events & tournaments, promotes third-party services & products, etc., as long as such advertising and signage is consistent with similarly situated businesses and does not violate any applicable laws and ordinances, subject to the prior written approval of the Port Director, not to be unreasonably withheld conditioned, or delayed.

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

Any Tenant Logo will be permitted to be affixed to the exterior of the Leased Premises provided same is affixed in a manner that is in compliance with applicable City of Pensacola sign ordinances and with the prior written approval of the Port Director, which shall not be unreasonably withheld, conditioned or delayed.

In addition, Tenant will be permitted to paint its Tenant Logo or Name on the exterior of the Facilities and on the leasehold grounds.

Section 24.23 SUCCESSORS AND ASSIGNS

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

Section 24.24 NO PARTNERSHIP

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

Section 24.25 THIRD PARTIES

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

Section 24.26 TIME IS OF THE ESSENCE

Time is of the essence of this Lease.

Section 24.27 MEMORANDUM OF LEASE

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

Section 24.28 REPRESENTATIONS AND WARRANTIES OF CITY AND TENANT

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

- a. The City is the fee simple owner and record title holder of the Leased Premises.
- b. The City has the full right and authority to make, execute and perform this Lease and grant the rights contained herein to the Tenant.

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

- a. The Tenant has the full right, power and authority to make, execute and perform this Lease.
- b. This Lease is binding upon and enforceable against the Tenant in accordance with its terms.

END OF ARTICLE

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

CITY:

CITY OF PENSACOLA,
a Florida municipal corporation

By: _____,
D.C. Reeves, Mayor

Date: _____

Attest:

Ericka Burnett, City Clerk

Signed by Mayor in the presence of:

Print Name: _____

Print Name: _____

Approved as to form:

Beggs & Lane, RLLP,
a Florida registered limited liability partnership,
Outside Legal Counsel

TENANT:

BELLA MENTE QUANTUM RACING ASSOCIATION, a Delaware nonprofit corporation qualified to do business in Florida as Bella Mente Quantum Racing Association Corp.

By: _____
Print Name: _____
Title: _____

Date: _____

Signed by Tenant in the presence of:

Print Name: _____

Print Name: _____

Approved as to content:

Clark Merritt, Port Director

EXHIBIT “A”

Figure 1
Building Location



EXHIBIT “B”

Figure 2
Conceptual Site Layout

E:\DWG\misc\American Magic\Concept Lease Area.dwg, Dec 15, 2023 - 2:51:00PM, rgalger

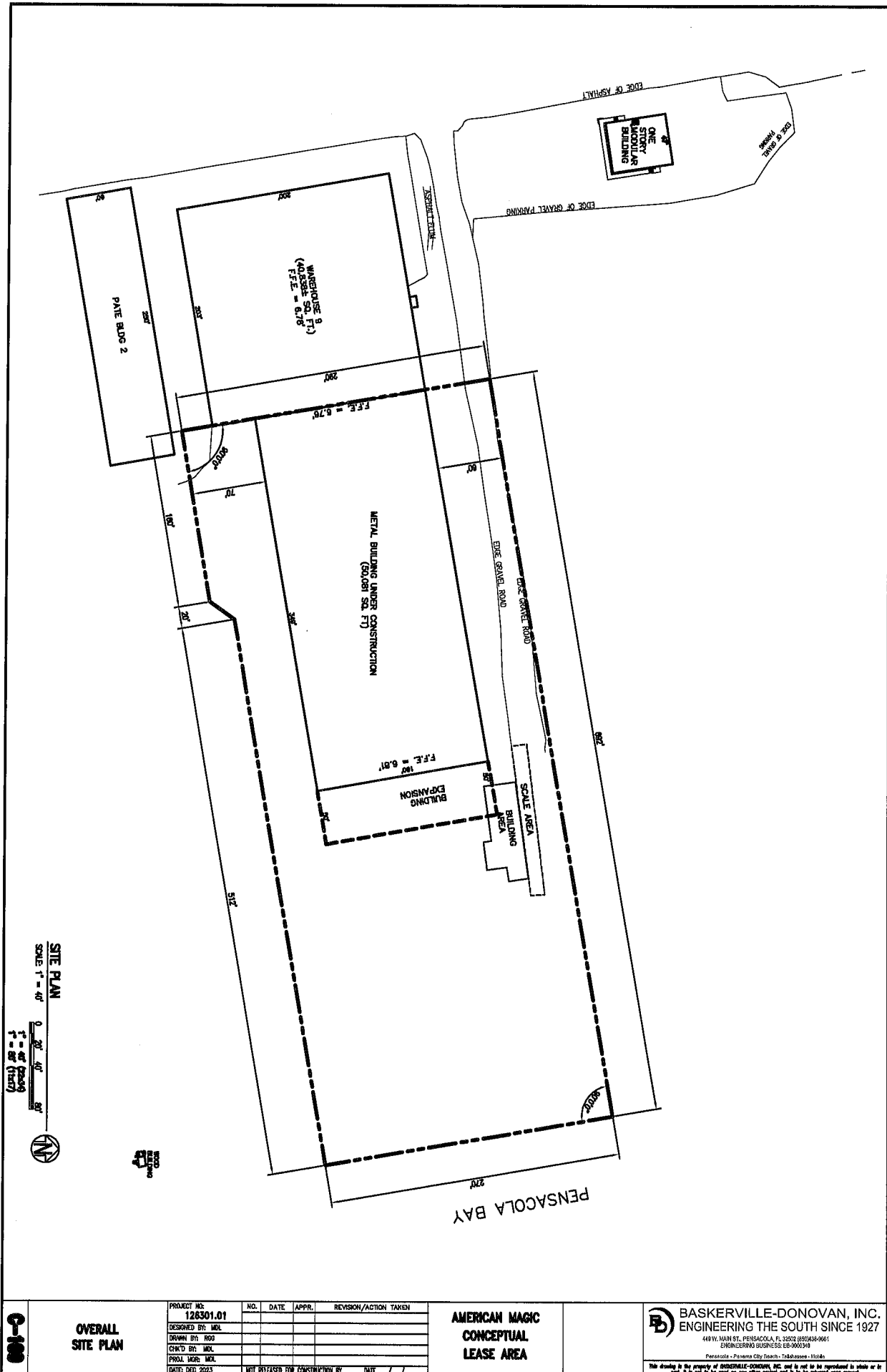


Figure 3
Mezzanine Option

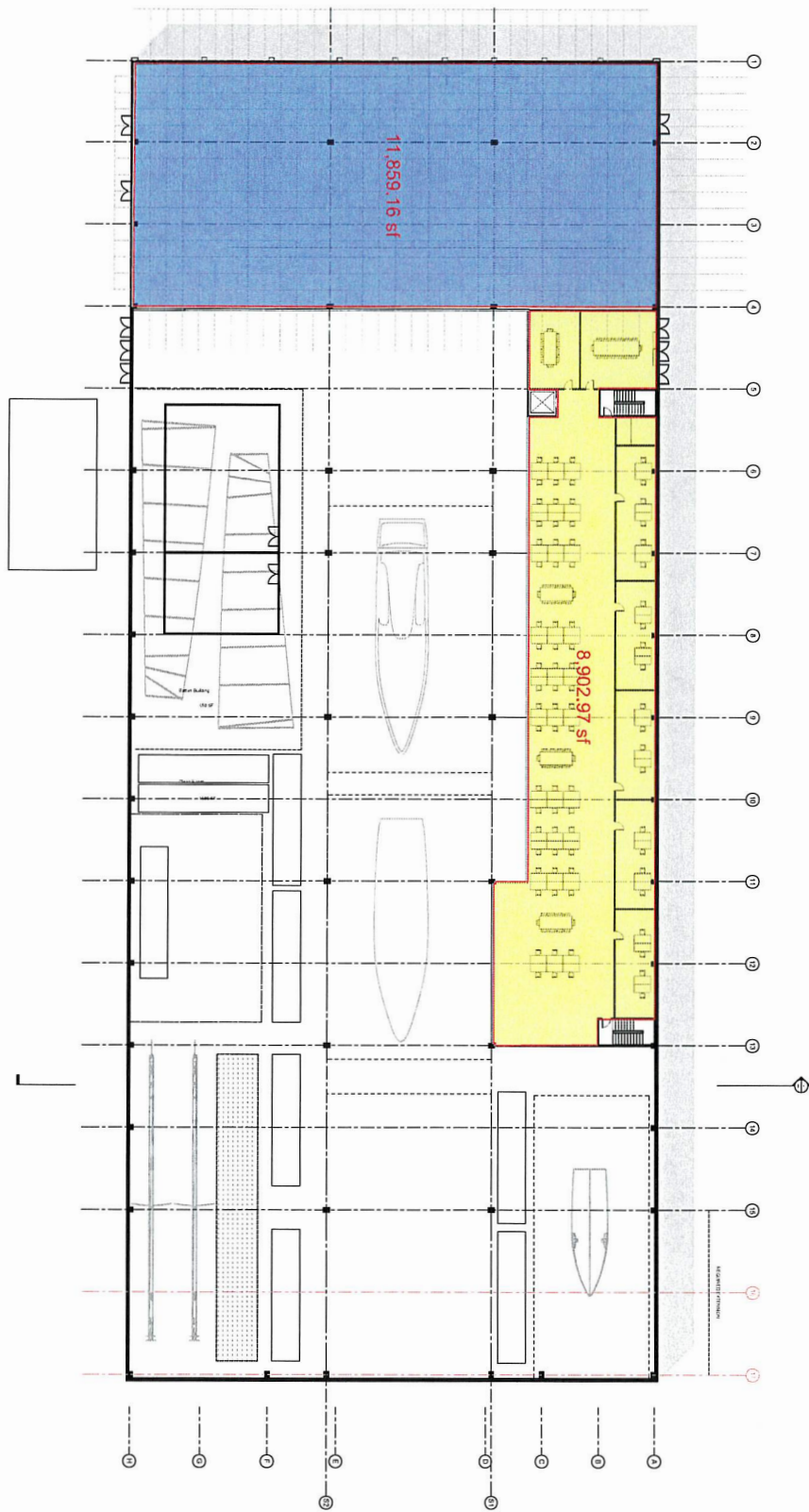
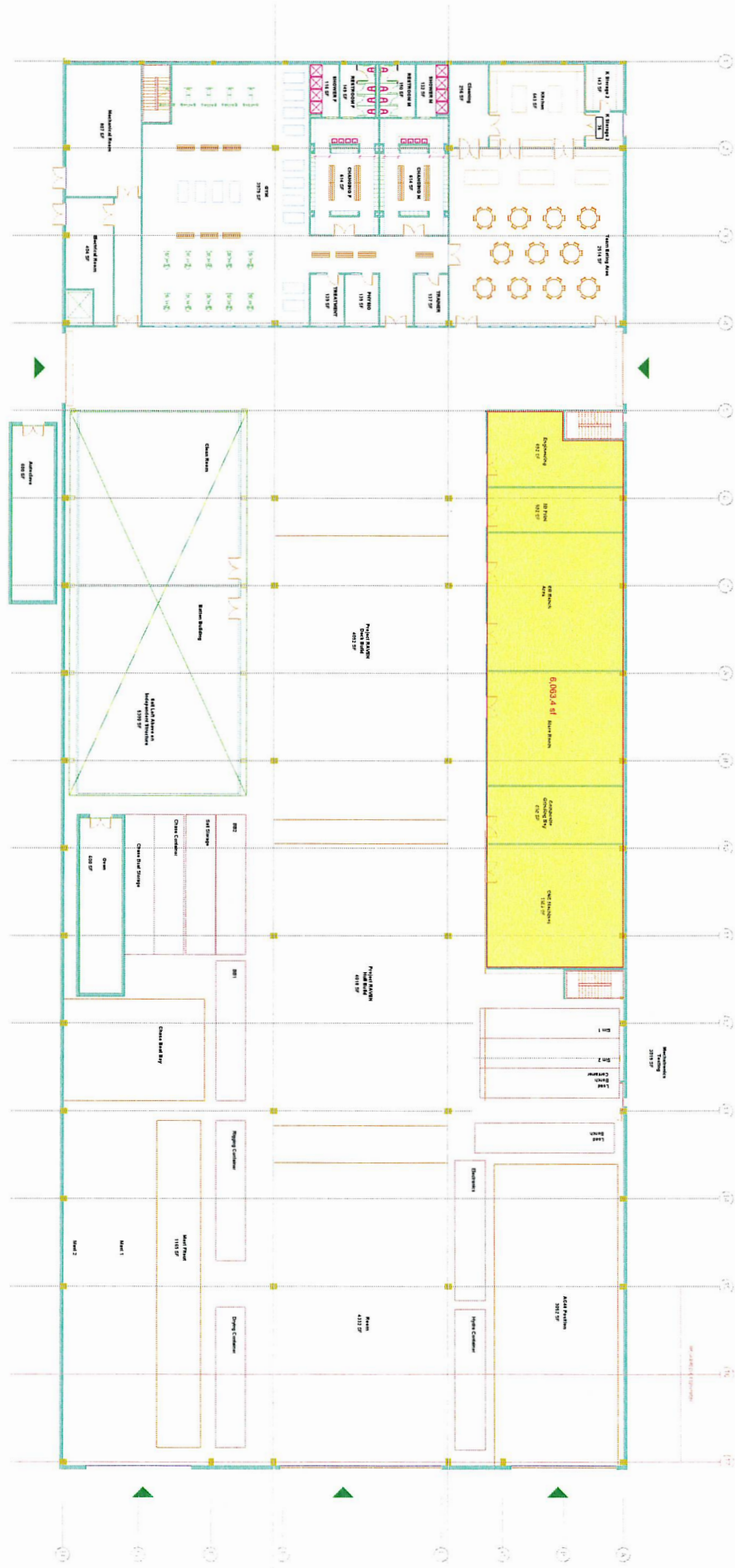


Figure 4
Building First Floor Layout



REVISIONS & TOLERANCES		NOTES	
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EXHIBIT “C”

Estimated Available Funds

Florida DEO Grant	\$3.9 million
Triumph of the Gulf Coast, Inc.	\$8.5 million
<u>Florida Seaport Transportation Economic Development</u>	<u>\$2.6 million</u>
 TOTAL	 \$15.0 million

EXHIBIT “D”

Preliminary Project Schedule

Design, construction and upfitting of Warehouse 10: July 2023 through December 2024

Design and construction of dock and boat ramp: July 2023 through December 2025