



City of Pensacola

City Council

Agenda

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

March 21, 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 Charles Bare

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 24-269 APPROVAL OF MINUTES: REGULAR MEETING DATED MARCH 7, 2024
Recommendation: That City Council approve minutes of the regular meeting dated March 7, 2024.
Sponsors: Council President Casey Jones
Attachments: *Draft: Regular Meeting Dated 3/7/2024*

APPROVAL OF AGENDA

CONSENT AGENDA

2. 24-294 MEMORANDUM OF AGREEMENT WITH FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE (FOP) REGARDING ARTICLE 36.1 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT FOR POLICE OFFICERS
Recommendation: That City Council approve the Memorandum of Agreement between the City of Pensacola and the Florida State Lodge Fraternal Order of Police modifying the Collective Bargaining Agreement for Police Officers.
Sponsors: Mayor D.C. Reeves

Attachments: *Memorandum of Agreement – Fraternal Order of Police (FOP)*

3. 24-306 AWARD OF BID NO. 24-010 - SAENGER THEATRE NORTH WALL
BRICK TUCK-POINT AND REPAIR

Recommendation: That City Council award Bid No. 24-010 for completion of brick repointing and repairs at the Saenger Theatre to ParsCo LLC, the lowest and most responsible bidder, in the amount of \$170,550 plus 10% contingency for a total contract amount of \$187,605. Further, that City Council authorize the Mayor to take the necessary actions to execute and administer this contract in accordance with the terms of the contract and the Mayor's executive powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *ParsCo Bid Documents*
 Bid Tabulation
 Vendor List

4. 24-270 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER
JENNIFER BRAHIER - DISTRICT 1

Recommendation: That City Council approve funding of \$1,500 to the Hope Above Fear from the City Council Discretionary Funds for District 1.

Sponsors: Council Member Jennifer Brahier

Attachments: *None*

5. 24-302 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER
CHARLES BARE - DISTRICT 2

Recommendation: That City Council approve funding of \$1,000 to the Children's Home Society of Florida Western Region from the City Council Discretionary Funds for District 2.

Sponsors: Council Member Charles Bare

Attachments: *None*

6. 24-308 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER
TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$500 to the Eastside Neighborhood Improvement Association, Inc., \$500 to the African American Heritage Society and \$500 to the Fiesta of Five Flags Association, Inc. from the City Council Discretionary Funds for District 5.

Sponsors: Council Member Teniadè Broughton

Attachments: *None*

7. 24-309 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$1,000 to the Watson Family Foundation from the City Council Discretionary Funds for District 6.

Sponsors: Council Member Allison Patton

Attachments: None

REGULAR AGENDA

8. 24-300 FY 2023 CITY OF PENSACOLA ANNUAL COMPREHENSIVE FINANCIAL REPORT

Recommendation: That the City Council accept the City of Pensacola Annual Comprehensive Financial Report for the year ended September 30, 2023 as prepared by the Financial Services Department and the Independent Auditors Report Issued there upon.

Sponsors: Mayor D.C. Reeves

Attachments: FY 2023 City of Pensacola Financial Statements
SAS 114 City of Pensacola

9. 24-293 APPOINTMENTS - PARKS AND RECREATION BOARD

Recommendation: That City Council appoint three (3) individuals to the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2027.

Sponsors: Council President Casey Jones

Attachments: Michael Blankenship - Application of Interest
Michael Blankenship - Nomination Form
Bradley Boes - Application of Interest
Bradley Boes - Nomination Form
Rand Hicks - Application of Interest
Rand Hicks - Nomination Form
Suzanne Lewis - Application of Interest
Suzanne Lewis - Nomination Form
Kirwan Price - Application of Interest
Kirwan Price - NominationForm
Ballot

10. 24-231 QUASI-JUDICIAL HEARING - REQUEST FOR A CONDITIONAL USE PERMIT – COMMUNICATIONS TOWER – 2650 CREIGHTON ROAD

Recommendation: That City Council conduct a Quasi-Judicial Hearing on March 21, 2024, to consider the request for a Conditional Use Permit to install a communications tower at 2650 Creighton Road.

Sponsors: Council President Casey Jones

Attachments: *Application for Conditional Use - Communication Tower - 2650 Creighton Road*
Planning Board Minutes - 2/13/2024
Communication from Neighboring Property - Email from Mr. Taffe Received 2/19/2024
Communication from Neighboring Property - Walmart Letter Recieved 2.20.2024
Amended Photo Simulations of Communications Tower
Amended Plans Showing Removal of Barbed Wire on Fence

11. 24-226 PUBLIC HEARING: REQUEST FOR VACATION OF RIGHT OF WAY - 100 WATER STREET AND 3600 BLOCK ELKTON STREET

Recommendation: That City Council conduct a Public Hearing on March 21, 2024, to consider the request to Vacate the Right of Way at 100 Water Street and 3600 Block Elkton Street.

Sponsors: Council President Casey Jones

Attachments: *Application for Vacation of Street Right of Way*
Planning Board Minutes - 2/13/2024
Proposed Ordinance No. 5-24
Business Impact Analysis Report
Sensitive Property Assessment - 2/20/2024

12. 24-227 PROPOSED ORDINANCE NO. 5-24 - VACATION OF RIGHT OF WAY - 100 WATER STREET AND 3600 BLOCK ELKTON STREET

Recommendation: That City Council approve Proposed Ordinance No. 5-24 on first reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF WATER STREET AND AN UNIMPROVED ALLEYWAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Council President Casey Jones

Attachments: *Proposed Ordinance No. 5-24*
Business Impact Analysis Report
Planning Board Minutes - 2/13/24
Application Vacation of Street Right of Way
Sensitive Property Assessment - 2/20/24

- 13. 24-228** PUBLIC HEARING: FUTURE LAND USE MAP AND ZONING MAP AMENDMENT – RECENTLY ANNEXED PROPERTY - 422, 424, AND 400 BLOCK OF AIRPORT BOULEVARD

Recommendation: That City Council conduct a Public Hearing on March 21, 2024, to consider amending the City's Future Land Use Map and Zoning Map for the properties located at 422, 424, and 400 Block of Airport Boulevard which were recently annexed into the City.

Sponsors: Mayor D.C. Reeves

Attachments: *Letter Requesting Annexation, Zoning, and FLUM Designation
Planning Board Minutes - 2/13/2024
Proposed Ordinance No. 6-24
Business Impact Analysis Report - Proposed Ordinance No. 6-24
Proposed Ordinance No. 7-24
Business Impact Analysis Report - Proposed Ordinance No. 7-24*

- 14. 24-229** PROPOSED ORDINANCE NO. 6-24 - FUTURE LAND USE MAP AND AMENDMENT – RECENTLY ANNEXED PROPERTY - 422, 424, AND 400 BLOCK OF AIRPORT BOULEVARD

Recommendation: That City Council approve Proposed Ordinance No. 6-24 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance No. 6-24
Business Impact Analysis Report - Proposed Ordinance No. 6-24
Letter Requesting Annexation, Zoning and FLUM Designation
Planning Board Minutes - 2/13/2024*

- 15. 24-230** PROPOSED ORDINANCE NO. 7-24 ZONING MAP AMENDMENT – RECENTLY ANNEXED PROPERTY - 422, 424, AND 400 BLOCK OF AIRPORT BOULEVARD

Recommendation: That City Council approve Proposed Ordinance No. 7-24 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING

AN EFFECTIVE DATE

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance No. 7-24*
Business Impact Analysis Report - Proposed Ordinance No. 7-24
Letter Requesting Annexation, Zoning and FLUM Designation
Planning Board Minutes - 2/13/2024

16. 24-233 PUBLIC HEARING: REQUEST FOR FUTURE LAND USE AND ZONING
MAP AMENDMENT - BLOUNT STREET AND 6TH AVENUE

Recommendation: That City Council conduct a Public Hearing on March 21, 2024, to consider a request to amend the City's Future Land Use Map and Zoning Map for the properties located at Blount Street and 6th Avenue.

Sponsors: Council President Casey Jones

Attachments: *Application - Zoning and FLUM Amendment-Blount and 6th*
Planning Board Minutes - 2/13/2024
Proposed Ordinance No. 8-24
Business Impact Analysis Report - Proposed Ordinance No. 8-24
Proposed Ordinance No. 9-24
Business Impact Analysis Report - Proposed Ordinance No.9-24

17. 24-234 PROPOSED ORDINANCE NO. 8-24 - FUTURE LAND USE MAP
AMENDMENT - BLOUNT STREET AND 6TH AVENUE

Recommendation: That City Council approve Proposed Ordinance No. 8-24 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND
FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA;
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING
AN EFFECTIVE DATE

Sponsors: Council President Casey Jones

Attachments: *Proposed Ordinance No. 8-24*
Business Impact Analysis Report - Proposed Ordinance No. 8-24
Application - Zoning and FLUM Amendment-Blount and 6th
Planning Board Minutes - 2/13/2024

18. 24-235 PROPOSED ORDINANCE NO. 9-24 - ZONING MAP AMENDMENT -
BLOUNT STREET AND 6TH AVENUE

Recommendation: That City Council approve Proposed Ordinance No. 9-24 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

Sponsors: Council President Casey Jones

Attachments: *Proposed Ordinance No. 9-24*
Business Impact Analysis Report - Proposed Ordinance No. 9-24
Application - Zoning and FLUM Amendment-Blount and 6th
Planning Board Minutes - 2/13/2024

19. 24-253 AWARD OF BID NO. 24-007 2023 SIDEWALK PHASE II PROJECT

Recommendation: That City Council award the contract for Bid No.24-007 to Site & Utility, LLC, the lowest and most responsible bidder, for a base price of \$329,641.00, plus a 10% contingency in the amount of \$32,964.10, for a total contract price of \$362,605.10 for 2023 Sidewalk Phase II Project, and authorize the transfer of funds in the amount of \$69,008 from the College Parkway Sidewalk Project to the 2023 Sidewalk Phase II Project. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Bid Tabulation*
Final Vendor Reference List
Project Limits Map Around OJ Semmes Elem. School
Project Limits Map Within the Eastgate Subdivision

20. 24-280 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-27 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE - PENSACOLA POLICE DEPARTMENT SUMMER YOUTH ACTIVITIES

Recommendation: That the City Council adopt Supplemental Budget Resolution No. 2024-27.

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

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-27*
Supplemental Budget Explanation No. 2024-27
Letter of Certification re Resolution No. 2024-27

21. 24-299 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-29 - INSURANCE SETTLEMENTS RELATED TO THE DESIGN AND CONSTRUCTION OF THE CHAPPIE JAMES MUSEUM PROJECT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-29.

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. 2024-29*
Supplemental Budget Explanation No. 2024-29

22. 24-279 CMAR CONTRACT FOR AMERICAN MAGIC

Recommendation: That City Council award a contract for RFQ # 24-012 Provide Construction Manager at Risk Services (CMAR) with Guaranteed Maximum Price for the High-Performance Maritime Center of Excellence and American Magic at the Port of Pensacola to Greenhut Construction Company, Inc. of Pensacola, FL for pre-construction services in the amount of \$50,000 and a Guaranteed Maximum Price to be agreed upon at design completion. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Construction Manager at Risk Contract*

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 #: 24-269

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED MARCH 7, 2024

ATTACHMENTS:

1. Draft: Regular Meeting Dated 3/7/2024



City of Pensacola

CITY COUNCIL

MINUTES

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

March 7, 2024

5:30 PM

Hagler-Mason Conference Room,
2nd Floor

ROLL CALL

Council President Jones called the regular meeting to order at 5:30 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 Member Delarian Wiggins

AWARDS

None

FIRST LEROY BOYD FORUM

Mayor Reeves addressed Council indicating he would like City Attorney Cobb to clarify issues related to the recent referendum petition process related to the award of bid for the demolition of Malcolm Yonge Gym. City Attorney Cobb responded accordingly, referencing City Charter section 7.05. Mayor Reeves made follow-up remarks.

Gloria Horning: Addressed Council regarding flooding in her neighborhood on South DeVilliers Street. She referenced the City's ordinance regulating stormwater and alleged installation of unpermitted French drains in relation to the nearby

residential development by Adams Homes.

Council Member Bare indicated that he is opposed to the Mayor addressing Council during LeRoy Boyd Forum, rather there is a place on the agenda for Mayor's Communications.

The following individuals addressed Council regarding their opposition to the demolition of Malcolm Yonge Gym while in the process of gathering petitions against Council's award of the contract:

Sarah Brummet
Dashaun McKenzie
Sherri Myers
Charlie Dyell
Jonathan Green (booing with thumbs down)
Beverly Perry

APPROVAL OF MINUTES

1. 24-267 APPROVAL OF MINUTES: REGULAR MEETING DATED FEBRUARY 22, 2024

Recommendation: That City Council approve the minutes from the regular meeting dated February 22, 2024.

A motion to approve 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

APPROVAL OF AGENDA

A motion to approve 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 and 3 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

2. 24-217 AWARD OF BID #24-011 PENSACOLA INTERNATIONAL AIRPORT AUTOMATED EXIT LANE BREACH CONTROL

Recommendation: That City Council award Bid #24-011, Automated Exit Lane Breach Control (ELBC) at Pensacola International Airport to Loftis Marine, LLC of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$299,720.00 plus a 10% contingency of \$29,972.00 for a total of \$329,692.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

3. 24-262 APPOINTMENT - ENVIRONMENTAL ADVISORY BOARD

Recommendation: That City Council reappoint Katie Dineen, who is an employee or retired environmental professional, or member of local environmental organizations or businesses with an interest in City environmental issues, to the Environmental Advisory Board for a term of two (2) years, expiring March 1, 2026.

REGULAR AGENDA

4. 24-221 PENSACOLA INTERNATIONAL AIRPORT - FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 435717-8-94-01 - RUNWAY 8/26 REHABILITATION CONSTRUCTION

Recommendation: That City Council approve the acceptance of the State of Florida Department of Transportation (FDOT) Public Transportation Grant Agreement No. 435717-8-94-01 in the amount of \$600,000 to provide partial funding for the Runway 8/26 Rehabilitation Construction. 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 resolution authorizing the grant award.

A motion to approve was made by Council Member Brahier 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

5. 24-222 RESOLUTION NO. 2024-25 PENSACOLA INTERNATIONAL AIRPORT - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION AGREEMENT NO. 435717-8-94-01 - RUNWAY 8/26 REHABILITATION CONSTRUCTION

Recommendation: That City Council adopt Resolution No. 2024-25.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 435717-8-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR RUNWAY 8/26 REHABILITATION – CONSTRUCTION AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

A motion to adopt was made by Council Vice President Moore 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

6. 24-169 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-21 - FEDERAL LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

Recommendation: That the City adopt Supplemental Budget Resolution No. 2024-21.

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 Vice President Moore.

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 advised a workshop session has been scheduled immediately following the 3:30 P.M. agenda conference on March 18th to discuss the FY 2025 Budget for the Office of the City Council.

MAYOR'S COMMUNICATION

Mayor Reeves provided updates on state funding awards for the City which have been approved by the legislature and the City is awaiting the signature of the governor. He also commented on the upcoming annual McGuire's 5k Run, commending the collaboration of multiple City departments.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Brahier commented on the tragic accident at Hitzman Optimist Park parking lot which took the life of a 6-year-old girl.

Council Member Bare commended Mayor Reeves for working on grants for state funding of projects. He also addressed Council regarding his recent attendance at an economic symposium. Further, he commented on the many ways he's been honored to have had the opportunity to serve people, not only in his local political position, but in his military and professional career and private life. He indicated there is a lot of work to be done in service of the citizens of this community.

Council Member Patton announced an upcoming *Smoke Alarm Saturday* event in the Eastside Neighborhood.

SECOND LEROY BOYD FORUM

None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 6:12 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 #: 24-294

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

MEMORANDUM OF AGREEMENT WITH FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE (FOP) REGARDING ARTICLE 36.1 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT FOR POLICE OFFICERS

RECOMMENDATION:

That City Council approve the Memorandum of Agreement between the City of Pensacola and the Florida State Lodge Fraternal Order of Police modifying the Collective Bargaining Agreement for Police Officers.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Memorandum of Agreement is written to implement an understanding reached by the parties regarding promotional opportunities for police officers to advance to sergeant. The details are set forth in the Agreement regarding the promotional exam components, the weight of the components, and the Chief's interview regarding the eligibility list, which is to be determined based on the assessment and the written test scores. Augmentation of the scoring of the promotional exam is acknowledged to remain consistent with the Collective Bargaining Agreement and Florida law.

PRIOR ACTION:

August 12, 2021 - City Council ratified and approved the Collective Bargaining Agreement with the Florida State Lodge Fraternal Order of Police.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/7/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Ted Kirchharr, Human Resources Director

Renay Pierre-Richardson, Assistant Human Resources Director

ATTACHMENTS:

1. Memorandum of Agreement – Fraternal Order of Police (FOP)

PRESENTATION: No

MEMORANDUM OF AGREEMENT

The City of Pensacola and the Florida State Lodge Fraternal Order of Police (FOP) – Police Officers, Inc. individually referenced as “Party” and collectively referenced as the “Parties,” hereby agree to the following Memorandum of Agreement (“MOA”):

WHEREAS, the Parties are currently operating pursuant to the terms and conditions of the collective bargaining agreement between City of Pensacola and the Florida State Lodge Fraternal Order of Police (FOP) – Police Officers 2021-2024, which is currently status quo; and,

WHEREAS, the City and FOP-Police Officers hereby reach this Memorandum of Understanding (MOU) pursuant to Article 36.1 of the collective bargaining agreement providing for Promotional Procedure Overview:

NOW, THEREFORE, mutually and voluntarily agreed by the Parties as follows:

1. The Sergeants Promotional exam shall consists of two (2) components: Assessment and Written, that will be. The weight of each component is as follows:

Assessment: 70%

Written Test: 30%

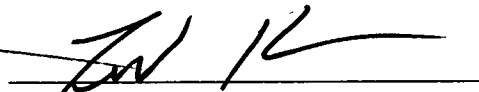
****The Chief’s Interview can be used in the promotional process as a third component however this component will not be weighted and cannot effect the eligibility list generated from the scoring of the Assessment and Written Test components.**

2. An announcement of the weights of the two components shall be made prior to promotions.
3. In addition, the written test will require a passing score of 70 or higher to be classified as a “Pass”.
4. When a passing score is attained, the total examination score shall be augmented by veteran preference points (per Florida statutes), education points, and seniority points as defined currently in the CBA.
5. This MOA represents the Parties’ entire agreement and constitutes a complete understanding between the Parties. The Parties acknowledge that no other contract, promise, or inducement has been made and that, accordingly, this MOA cannot be amended or modified without the express written consent of both parties.

The Parties signify their agreement with this Memorandum of Understanding by affixing their signatures below. This Agreement shall take effect, upon full execution, in accordance with the terms of this Agreement.



Daniel Hartnett
FOP 71, Labor Representative



City Representative
Ted Kirchharr, Human Resources Director



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-306

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF BID NO. 24-010 - SAENGER THEATRE NORTH WALL BRICK TUCK-POINT AND REPAIR

RECOMMENDATION:

That City Council award Bid No. 24-010 for completion of brick repointing and repairs at the Saenger Theatre to ParsCo LLC, the lowest and most responsible bidder, in the amount of \$170,550 plus 10% contingency for a total contract amount of \$187,605. Further, that City Council authorize the Mayor to take the necessary actions to execute and administer this contract in accordance with the terms of the contract and the Mayor's executive powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project is a continuation of the ongoing improvements to the exterior of the Saenger Theatre. Three sides of the stage tower have previously been repointed, which is a process by which the mortar joints in the brick walls are repaired and renewed. This award will complete the repointing of the remaining brick.

PRIOR ACTION:

FUNDING:

Budget:	\$197,637	Saenger Capital Balance
Actual:	\$170,550	Wall construction
	<u>17,055</u>	10% Contingency
	<u>\$187,605</u>	TOTAL

FINANCIAL IMPACT:

The Saenger Theatre Capital Fund currently has a balance of \$197,637. However, the Facility Charge funds accrued in FY23 have not yet been transferred to the Capital Fund because the amount to be transferred is determined by an annual audit of the Saenger's financial, which is currently underway and should be complete in short order. Funding for this project will come from the Saenger Theatre Capital Improvement fund, which is funded from the \$1 facility fee charged on each single-ticket purchase for events at the Saenger.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Jeffrey Sharp, General Manager, Saenger Theatre.

ATTACHMENTS:

1. ParsCo Bid Documents
2. Bid Tabulation
3. Vendor List

PRESENTATION: No

PROPOSAL

BID NO. 24-010

SAENGER THEATRE NORTH WALL BRICK TUCK-POINT AND REPAIR

Base Bid One hundred Seventy thousand Five hundred fifty dollars and ⁰⁰/₁₀₀
(\$ 170,550.00)

Bid Security in the proper form and in the amount of \$ 5% of BID is submitted.

Dunns#/UEID: 019197969 (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation
Contractor's Certification or Registration

No. CGC1512307 Expiration Date 8/31/2024

Signature  Date: 2/12/24

Printed Name: AMIR M. FOOLADI Title: PRESIDENT & CEO

Company: PARSCO, LLC Address: 700 N. DeVilliers St.

Telephone: 850-696-7656 City: PENSACOLA

Fax: 850-898-3423 State: FL Zip: 32501

E-mail: amir@pars-co.net

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: PARSCO, LLC

Date: 2/12/24

Authorized

Signature: 

Printed Name: AMIR M. FOOLADI

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

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

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

PARSCO, LLC
Company Name


Authorized Signature

AMIR M. FOOLADI
Printed Name

2/12/24
Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

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

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

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

If not, mark "N/A."

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
N/A		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

In order for a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

Respondent's Name:	Respondent's Principle Place of Business
Paslo, LLC	700 N - De Villiers Pensacola, FL 32501

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL..

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be located in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business PARSLO, LLC

Address 700 N. DeVilliers St.

Owner(s)'s Name(s) AMIR M. FOOLADI

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

City of Pensacola
Florida

**CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE**

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

- A. Federal Clean Water Act as amended in 1987
- B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
- C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be \$ 0, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

N/A

Authorized Official

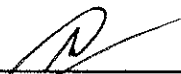
THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Florida Statue §287.087, preference shall be given to business with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.



Signature

AMIR M. FOOLADI

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Addendum Date: January 25, 2024

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

SAENGER THEATRE NORTH WALL BRICK TUCK-POINT AND REPAIR

Bid No. 24-010

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS ADDENDUM MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.

Company: PARSCO, LLC Date: 2/12/24

Authorized Representative: AMIR M. FOOLAOI Title: PRESIDENT & CEO
Printed Name

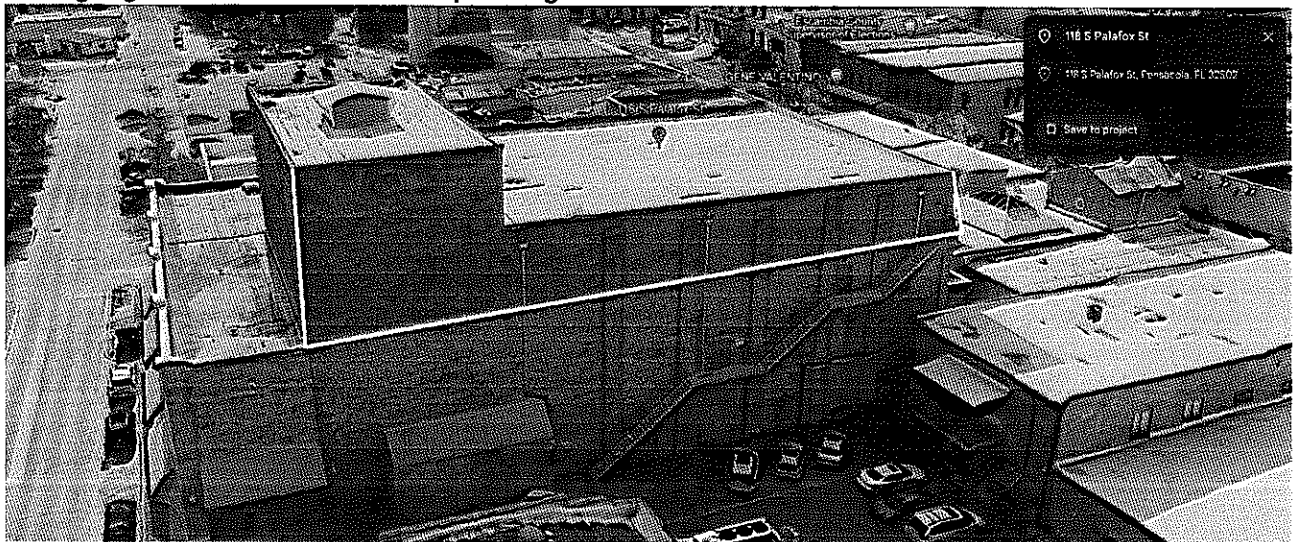
Signature: 

Questions and Answers

1. Are any drawings, specifications or any other bid documents available?

A. No.

2. We were wondering if your project of tuckpointing the North wall was the entire wall or if you had an approximate square footage? I attached a pic from google, please confirm if the highlighted area is all the tuckpointing work.



A. The picture correctly outlines the area to be repaired. The total square footage is unknown. The following link has close-up drone imagery of the wall: [Google Drive Link](#).

Addendum Date: January 29, 2024

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

SAENGER THEATRE NORTH WALL BRICK TUCK-POINT AND REPAIR

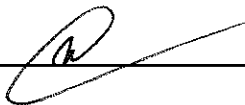
Bid No. 24-010

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS ADDENDUM MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.

Company: PARSCO, LLC Date: 2/12/24

Authorized Representative: AMIR M. FOOLADI Title: PRESIDENT & CEO
Printed Name

Signature: 

Questions and Answers

1. Are we to seal the entire north wall, or just where work is taking place on the darker brick?
A. Only the area being repaired.
2. Are we to remove and put back downspouts to do work behind the down spouts?
A. Yes
3. Will dust control be required when removing mortar?
A. Yes
4. Is the lintel above the door in the dark brick to be repointed as well?
A. Yes, and replaced.
5. From the site visit it looks like the only item needing to be removed from the wall and discarded is a ground wire, is there any other items?
A. Correct

Addendum Date: February 5, 2024

CITY OF PENSACOLA, FLORIDA
ADDENDUM #3

SAENGER THEATRE NORTH WALL BRICK TUCK-POINT AND REPAIR

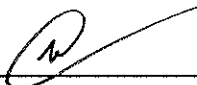
Bid No. 24-010

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS ADDENDUM MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT.

Company: PARSCO, LLC Date: 2/12/24

Authorized Representative:  AMIR M. FOOLADI Title: PRESIDENT & CEO
Printed Name

Signature: 

Questions and Answers

1. VSWMBE participation - Is it mandatory? If so what is the percentage goal of the project to go to the disadvantaged business?
A. There is no requirement for SBE, MBE, WBE, or VBE participation. The forms are included so that if certified Veteran, Woman, Minority or Small Business Enterprises act as primes or subcontractors on in the project, we can include them in the City's participation records.
2. Also do you have a list of preferred contractors for the disadvantaged businesses?
A. No.
3. Does the theatre have an elevator?
A. A freight elevator rises to the second floor.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

ParsCo, LLC
P.O. Box 12862
Pensacola, FL 32591

OWNER:

(Name, legal status and address)

City of Pensacola
222 West Main Street
Pensacola, FL 32502

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653
Mailing Address for Notices
Same as Above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Saenger Theater North Wall Brick Tuck-Point and Repair/Bid No. 24-010/ Pensacola, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of February, 2024.

(Witness)



(Witness) Margaret A. Schulz

ParsCo, LLC

(Principal)

(Seal)

By:

(Title)

The Hanover Insurance Company

(Surety)

(Seal)

By:

(Title) Kevin Wojtowicz, Attorney-in-Fact
& FL Licensed Agent

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kevin Wojtowicz, Jessica Reno and/or Laura D. Mosholder

Of **Nielson, Wojtowicz, Neu & Associates of St. Petersburg, FL and Nielson, Mosholder & Associates of Sanford, FL** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty-Five Million and No/100 (\$25,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 14th day of November, 2023



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

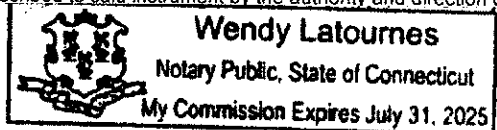
James H. Kawiecki
James H. Kawiecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joellen M. Mendoza
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 14th day of November, 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Wendy Latournes
Wendy Latournes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 13th day of February 2024.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder
John Rowedder, Vice President

TABULATION OF BIDS

BID NO: 24-010

TITLE: SAENGER THEATRE NORTH WALL BRICK TUCK-POINT REPAIR

Submittals Due: 02/13/2024, 2:30 P.M.	PARSCO CONSTRUCTION, LLC	KETOM CONSTRUCTION CO, INC. DBA SOUTHERN PRESERVATION SYSTEMS	HADLEY CONSTRUCTION SPECIALTIES, INC.
Department: Saenger Theatre	Pensacola, FL	Loganville, GA	Robertsdale, AL
Base Bid	\$170,550.00	\$178,904.00	\$199,520.00

Submittal Due Date: 02/13/23

Bid No.: 24-010

FINAL VENDOR REFERENCE LIST
SAENGER THEATRE NORTH WALL BRICK TUCK-POINT AND REPAIR
SAENGER THEATRE

Vendor #	Name	Address	City	St	Zip	SMWBE
071098	ACCELERATED CONSTRUCTION SERVICES INC	P O BOX 1005	GONZALEZ	FL	32560	Y
086047	ADAM HASSEBROCK	1720 W FAIRFIELD DR STE L 11	PENSACOLA	FL	32501	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
068969	ALEXANDER CARL SELMON DBA ACSIII	5443 BYRON ST APT C	MILTON	FL	32570	
000272	ALL SEASONS INC	89 E BLOUNT STREET	PENSACOLA	FL	32501	
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
077010	BAUGHN RENOVATIONS LLC	2105 NORTH "S" ST	PENSACOLA	FL	32505	Y
052226	BELLAMY, LARRY DBA LARRY MASONRY	6099 CEDAR RD	MOLINO	FL	32577	
046668	BERRY CONSTRUCTION CO OF SHALIMAR INC	4391 STEPHENS ROAD	PACE	FL	32571	
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
065158	BOSS LADY CONCREATE CO LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
048546	BROWN BROS INC	PO BOX 1005	GONZALEZ	FL	32560	
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
073032	BROWN, JAMES F DBA ADVANCED PRESSURE WASHING LLC	501 ORBY STREET	PENSACOLA	FL	32534	
074691	CHARLES H SMITH III DBA TEAM RISEN KING CUSTOM WOODWORK LLC	863 UPHAM COURT	PENSACOLA	FL	32508	
042045	CHIVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6810 FIELDS LANE	PENSACOLA	FL	32505	Y
049305	COLOR WHEEL PAINTS	312 EAST NINE MILE ROAD	PENSACOLA	FL	32514	
043794	CRAFTSMAN CONCRETE CONTRACTORS	55 SOUTH B STREET	PENSACOLA	FL	32502	
048039	CTG IMPROVEMENTS INC	5616 BALSAM STREET	MILTON	FL	32583	
076481	D & R PAINTING INC GROUP	9141 DAYTONA DRIVE	PENSACOLA	FL	32506	
062631	DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	Y
027697	DUGGINS CARPET CARE INC DBA DUGGINS SERVICES	P O BOX 10884	PENSACOLA	FL	32524	
086264	ECO GARDENS LANDSCAPING INC	PO BOX 1508	GULF BREEZE	FL	.32562	
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
068797	EMERALD WATERS PAINTING INC	7453 SUNSET HARBOR DR	NAVARRE ACH	FL	32566	Y
058107	FOUR FEATHERS CONSTRUCTION LLC	1820 CONDOR DRIVE	CANTONMENT	FL	32533	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
043447	GM CONCRETE LLC	8557 UNTREINER AVE	PENSACOLA	FL	32534	Y
062339	GQS ENTERPRISE LLC	833 HORSEMEN'S PATH	CANTONMENT	FL	32533	Y
073703	GRAND SERVICE COMPANY LLC	320 EDGEWATER DRIVE	PENSACOLA	FL	32507	Y

Submittal Due Date: 02/13/23

Bid No.: 24-010

FINAL VENDOR REFERENCE LIST
SAENGER THEATRE NORTH WALL BRICK TUCK-POINT AND REPAIR
SAENGER THEATRE

Vendor #	Name	Address	City	St	Zip	SMWBE
074076	GRAY SERVICE PAVERS CO INC	8121 LILLIAN HWY LOT 90	PENSACOLA	FL	32506	
018636	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	
086683	HADLEY CONSTRCT'N SPECIALTIES	P O BOX180037	MOBILE	AL	36618	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
048587	HARRISON CONTRACTING CO INC	344 VALPARAISO PARKWAY	VALPARAISO	FL	32580	
048956	HERBERTS HOME & BUSINESS MAINTENANCE LLC	1713 LEPLY ROAD	PENSACOLA	FL	32534	Y
047672	HRC ROOFING & CONSTRUCTION INC	5675 HWY 90 SUITE #B	MILTON	FL	32583	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
051467	JAMES MALLORY CONTRACTOR INC	6756 CEDAR RIDGE CIRCLE	MILTON	FL	32570	Y
053161	JONBUILT INC	PO BOX 5482	NAVARRE BCH	FL	32566	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
051546	JOSEPH TRANCHINA PAINTING CONTRACTOR	8457 MELIACEAE DRIVE	PENSACOLA	FL	32514	
024819	KEENAN & SONS INC	3250 W FAIRFIELD DR	PENSACOLA	FL	32505	
086661	KETOM CONSTRUCTION INC DBA SOUTHERN PRSRVTN SYSTEMS	3735 HARRISON ROAD	LOGANVILLE	GA	30052	
070474	LANIER, EDDIE B DBA LANIER MASONRY LLC	1530 SIR HORNE DRIVE	PENSACOLA	FL	32505	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
049105	LEWIS, MICHAEL D DBA MICHAELS QUALITY PAINTING	141 YUCATAN DRIVE	PENSACOLA	FL	32506	
040016	LIFE BY DESIGN CONSULTANTS	PO BOX 17742	PENSACOLA	FL	32522	
051430	LOWE MAINTENANCE INC	3798 WILLARD NORRIS ROAD	PACE	FL	32571	
048531	LOWERY INDUSTRIAL COATINGS INC	1814 BLACKBIRD LANE	PENSACOLA	FL	32534	
076493	LTS CONSTRUCTION LLC	4771 BAYOU BLVD #290	PENSACOLA	FL	32503	Y
051373	LUKER BUILDERS INC	5265 JOANNA PLACE	PACE	FL	32571	
058801	M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
059406	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
070661	MCDULT, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
081701	MICHAEL KISERIAN DBA EMBE CLEANING & RESTORATION LLC	125 BERKLEY DRIVE	PENSACOLA	FL	32503	
053393	MIRACLE PAINTING LLC	445 GULF SHORE DRIVE	DESTIN	FL	32541	
060998	MIXON, ALBERT DBA QUALITY SHEETROCK & PAINTG CNTRCTRS LLC	116 SOUTH DONELSON ST	PENSACOLA	FL	32502	Y
052946	NORWOOD STUCCO INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
064899	PALMER'S CONCRETE FINISHING	4509 BAYSIDE DRIVE	MILTON	FL	32583	
049009	PARRIS CONSTRUCTION CO LLC	3636 NORTH L STREET	PENSACOLA	FL	32505	Y

Submittal Due Date: 02/13/23

Bid No.: 24-010

FINAL VENDOR REFERENCE LIST
SAENGER THEATRE NORTH WALL BRICK TUCK-POINT AND REPAIR
SAENGER THEATRE

Vendor #	Name	Address	City	St	Zip	SMWBE
058953	PARSCO LLC	700 N DEVILLIERS STREET	PENSACOLA	FL	32501	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
075508	PHILLIPS, TERRELL DBA TP CLEANING /TP ROOFING	6501 WEST 98 APT 117	PENSACOLA	FL	32504	
004675	PHOENIX COATINGS INC	900 INDUSTRIAL COURT	PENSACOLA	FL	32505	Y
085694	POOLE, DERRICK DEMETRIS DBA DERRICK POOLE CONSTRUCTION LLC	1261 TRAMMEL BOULEVARD	PENSACOLA	FL	32505	
086286	PURIFOY, KELVIN DBA KELVIN PURIFOY CONSTRUCTN LLC	1111 GERMAIN ST	PENSACOLA	FL	32534	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
071623	REYCO CONTRACTING SOLUTIONS LLC		PENSACOLA	FL	32534	Y
071620	ROBERT HEATH INTERIORS INC	5331 KENNETH ROAD	MILTON	FL	32583	
005573	ROBERTSON CURTIS INC	P O BOX 10794	PENSACOLA	FL	32524	Y
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
071619	SEMPERSMART LLC DBA CERTAPRO PAINTERS OF NORTHWEST FLORIDA	42 BUSINESS CENTER DR	MIRAMAR BCH	FL	32550	
086686	SHAFFER CONSTRUCTION	4661 E SPENCER FIELD RD	PACE	FL	32571	
024992	SNELGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA ST	PENSACOLA	FL	32502	Y
057076	SUNRISE CONTRACTING SVCS INC	1509 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	Y
052830	TACOMA CONSTRUCTION LLC DBA TARTAN CONSTRUCTION	4051 FLORIDATOWN RD	PACE	FL	32571	
082484	TAMMARO, CHARITY LYNNE DBA GENESIS CONSTN REMDL&CLNG SVCS	3615 HWY 297A	CANTONMENT	FL	32533	
019561	TEDDER, DAVID DBA DAVID TEDDER PAINTING	9439 ABB PITTMAN RD	MILTON	FL	32570	Y
030430	TOMPKINS PAINTING INC	PO BOX 18671	PENSACOLA	FL	32523	Y
073229	TRACY SIMON DBA TOUCHED BY TRACY PAINTING & DESIGNS LLC	1662 HOLLOW POINT DRIVE	CANTONMENT	FL	32533	Y
086065	TRENT M PATTERSON DBA PATTERSON CSP LLC	6530 N PALAFOX ST #8	PENSACOLA	FL	32503	Y
048590	VAKS, EDWARD CHARLES DBA YO EDDIE INC	5416 HAMILTON COVE	PACE	FL	32571	
086663	VALCOURT BUILDING SERVICES	195 LURTON STREET	PENSACOLA	FL	32505	
054211	VALLIA WARREN CONSTRUCTION SYSTEMS INC	3130 NORTH E STREET	PENSACOLA	FL	32501	Y
048654	WALKER PAINT INC	6086-C GULF BREEZE PKWY	GULF BREEZE	FL	32563	
051237	WATSON, ALFRED DBA ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
051855	WHITE CONSTRUCTION & RENOVATN INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	
044856	WOLFE CONSTRUCTION	SUITE 212	PENSACOLA	FL	32534	Y

Vendors: 94



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-270

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Jennifer Brahier

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$1,500 to the Hope Above Fear from the City Council Discretionary Funds for District 1.

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.

The mission at Hope Above Fear is to promote awareness about the dangers of substance use, to extend assistance to adolescents struggling with substance abuse, and to provide support for their families. They inspire and equip teens in Escambia and Santa Rosa Counties with the tools, knowledge, and resources needed to pursue substance-free living. With a focus on positivity, optimism and resilience, they guide teens to choose a narrative of strength and self-discovery. Their Choose Your Story is an initiative dedicated to encouraging positive choices rather than substance abuse. Once a month, they offer free teen gatherings which provide various experiences for them that they might not have had without this program. Funding will be used towards the Choose Your Story program.

PRIOR ACTION:

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

FUNDING:

Budget: \$ 14,400 FY 2024 District 1 Discretionary Funds

Actual: \$ 1,500 Hope Above Fear

FINANCIAL IMPACT:

A balance of \$14,400 is currently within the District 1 Discretionary Fund Account FY 2024.

Upon approval by City Council, a balance of \$12,900 will remain in the District 1 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 #: 24-302

City Council

3/21/2024

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 Children's Home Society of Florida Western Region 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 1902, the Children's Home Society of Florida is one of the leading private, nonprofit organizations that provides services for children and families in the State of Florida. They provide assistance to individuals and families by offering a range of outpatient and residential treatment options, as well as specialty services including trauma therapy and cognitive behavioral treatments. Their Family Visitation Center offers a warm, friendly environment where moms and dads learn how to practice positive parenting and family connections begin to form. Additionally, they offer programs for new parents, teens, youth and at risk homeless who have exited foster care. Funding will be used towards their operations.

PRIOR ACTION:

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

FUNDING:

Budget: \$ 15,377 FY 2024 District 2 Discretionary Funds

Actual: \$ 1,000 Children's Home Society of Florida Western Region

FINANCIAL IMPACT:

A balance of \$15,377 is currently within the District 2 Discretionary Fund Account FY 2024.

Upon approval by City Council, a balance of \$14,377 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 #: 24-308

City Council

3/21/2024

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 the Eastside Neighborhood Improvement Association, Inc., \$500 to the African American Heritage Society and \$500 to the Fiesta of Five Flags Association, Inc. 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.

The Eastside Neighborhood is centrally located within the City of Pensacola. It is centered roughly around the Martin Luther King, Jr. Drive and Davis Street corridor and bounded by Baars Street to the North, Cervantes Street to the South, Hayne Street to the west and between 6th and 9th Avenues to the east. The Eastside Neighborhood is contained within the East King Tract, one of several land grants awarded to prominent citizens during Spanish Rule. Funding will be used towards various improvements and activities within the neighborhood.

The African American Heritage Society was founded September 12, 1990 and has operated continuously with vision and purpose. Their mission is to preserve, promote and integrate African American history, heritage, cultura and diversity in Pensacola and the Greater Gulf Coast Region through education and the humanities and to continue to lead the area in supporting and promoting Cultural Tourism in Northwest Florida. Funds will be used to offset costs associated with their Journey to Juneteenth celebration.

The Fiesta organization was formed to celebrate the founding of Pensacola: America's First Settlement. Fiesta plans and produces over twenty events throughout the year and are

designed to appeal to all ages and interests, as well as promote tourism for the area. In 2022, Fiesta Pensacola established a new Multicultural Heritage Committee to promote diversity and inclusivity within the organization, city and community. Funds will be used towards costs associated with the Journey to Juneteenth celebration.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 6,357	FY 2024 District 5 Discretionary Funds Balance
Actual:	\$ 500	Eastside Neighborhood Improvement Association
	500	African American Heritage Society
	<u>500</u>	Fiesta of Five Flags Association
	<u>\$ 1,500</u>	

FINANCIAL IMPACT:

A balance of \$6,357 is currently available within the District 5 Discretionary Fund Account for FY 2024. Upon approval by City Council, a balance of \$4,857 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 #: 24-309

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Allison Patton

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of \$1,000 to the Watson Family Foundation from the City Council Discretionary Funds for District 6.

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.

The Watson Family Foundation was created in 2016 with the opening of the Watson Firm, PLLC. Attorney Aaron Watson and his wife, Kimberly, were so moved by the community's support upon opening their law firm that they immediately began looking for meaningful ways to give back. The Watson Firm soon became known for its annual Thanksgiving Dinner Giveaway and its Backpack Giveaway. Guided by generational values, the Watsons believe in continuing their family legacy of faith-based outreach, community service and mentorship. The Watson Family Foundation's mission is to help bridge the gap that separates deserving families from the support needed to guide them toward leading thriving lives. Funding will be used towards their Third Annual Juneteenth - A Family Reunion for the Culture Festival on Saturday, June 15, 2024 at the Museum Plaza located at 120 Church Street.

PRIOR ACTION:

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

FUNDING:

Budget: \$18,900 FY 2023 District 6 Discretionary Funds Balance

Actual: \$ 1,000 The Watson Family Foundation

FINANCIAL IMPACT:

A balance of \$18,900 is currently within the District 6 Discretionary Fund Account for FY 2024. Upon approval by City Council, a balance of \$17,900 will remain in the District 6 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 #: 24-300

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

FY 2023 CITY OF PENSACOLA ANNUAL COMPREHENSIVE FINANCIAL REPORT

RECOMMENDATION:

That the City Council accept the City of Pensacola Annual Comprehensive Financial Report for the year ended September 30, 2023 as prepared by the Financial Services Department and the Independent Auditors Report Issued there upon.

HEARING REQUIRED: No Hearing Required

SUMMARY:

At the end of the fiscal year, The City's Financial Services Department prepares an Annual Comprehensive Financial Report as required by section 11.45 of the Florida Statutes. There were no findings or audit comments related to these financial statements.

PRIOR ACTION:

June 16, 2022 - City Council Awarded a five-year contract to Warren Averett, LLC for request for professional auditing services

FUNDING:

Budget: \$101,620

Actual: \$101,620

FINANCIAL IMPACT:

Each fiscal year the cost of the independent audit is included in the City Council's budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/6/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. FY 2023 City of Pensacola Financial Statements
2. SAS 114 City of Pensacola

PRESENTATION: Yes

FISCAL YEAR 2023

Annual Comprehensive Financial Report

For the Year Ended September 30, 2023



City of Pensacola, Florida
D.C. Reeves, Mayor





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THE CITY OF PENSACOLA, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2023



Prepared by:
Financial Services Department

Amy Lovoy
Finance Director

ACCOUNTING STAFF
Lakia McNeal, CPA
Alicia Faller

**CITY OF PENSACOLA, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
YEAR ENDED SEPTEMBER 30, 2023
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INTRODUCTORY SECTION

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CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

CITY OF PENSACOLA ORGANIZATIONAL CHART

LIST OF ELECTED AND APPOINTED OFFICIALS



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D.C. Reeves
Mayor

March 23, 2023

The Honorable Delarian Wiggins, President
And Members of the City Council
City of Pensacola
Pensacola, Florida

Pursuant to applicable Florida Statutes and sound financial management practices, the Annual Comprehensive Financial Report (Annual Financial Report) of the City of Pensacola, Florida, for the fiscal year ended September 30, 2023, has been prepared and is submitted herewith.

The City of Pensacola's Annual Financial Report was prepared by the Financial Services Department. Responsibility for both the accuracy of the presented data and completeness and fairness of the presentation, including all disclosures, rests with the City. City management believes that the report is a fair presentation of the City's financial position and results of operations as measured by the financial activity of its various funds, that presented data is accurate in all material aspects and that all disclosures necessary to enable the reader to gain maximum understanding of the City's financial affairs have been included.

This report has been presented in accordance with Generally Accepted Accounting Principles (GAAP). These principles require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). The Letter of Transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Pensacola's MD&A can be found immediately following the report of the independent auditors.

Mayor's Initiatives

As the Chief Executive of the City of Pensacola, the Mayor and his staff serve to administer and enforce city ordinances, direct city employees providing services to citizens, and prepare and submit the city budget. In addition to these specific duties outlined in the City Charter, the Mayor also performs economic development, community outreach, and public awareness functions. Mayor D.C. Reeves was elected and sworn in as mayor in November 2022. He is the third Mayor under the City's strong mayor form of government.

Upon his election in November 2022, Mayor Reeves formed a transition team of 29 volunteers to make recommendations to advance the City in multiple areas including neighborhoods, crime, economic development, and environment. The transition team focused and studied the following areas:

- Attainable Housing
- Citizen Engagement
- City Construction & Development
- Education
- Employee Engagement & Culture
- Environment
- Finance
- Livability
- Measurable Performance
- Military Relations
- Public Safety
- Strategic Planning

The implementation of the recommendations made by the transition team resulted in development of a Strategic Plan and will be a multi-year endeavor. Several of the recommendations were completed within the first six months in the office. The City's mission is to provide the highest quality of life for all our citizens by providing cost effective municipal services, including public safety, infrastructure and public amenities, and working together with the community to create a healthier environment and growing economy. The Mayor and staff have prioritized the recommendations and are diligently working to implement them. The City's fiscal year 2024 approved annual budget document details the goals and objectives of the City of Pensacola in the upcoming year.

The Reporting Entity

The financial reporting entity includes all funds of the primary government, as well as all its component units. Component units are legally separate organizations for which the City is financially accountable and, for financial statement purposes, are either blended with the activities of the City or discretely presented. The criteria used to determine whether an organization should be a part of the City's reporting entity were those outlined by Governmental Accounting Standards Board (GASB) Statement No. 61, *The Financial Reporting Entity: Omnibus*.

The Downtown Improvement Board (DIB) has been classified as a component unit and is discretely presented in the City's annual financial report in a separate column in the government-wide financial statements. The Community Redevelopment Agency (CRA) also meets the definition of a component unit; however, their financial reporting is blended with the City's financial activity. In addition, Florida Statute section 163.387(8) requires an independent audit of the CRA's financial statements. A copy of the CRA's audited financial statements can be obtained by contacting the City's financial services department: City of Pensacola, 222 West Main Street, Pensacola, FL 32502.

Form of Government

The City operates under a Mayor-Council structure commonly referred to as a "Strong Mayor" form of government. With the Mayor-Council structure, the Council is the governing body of the City with all legislative powers of the City vested therein, which consisted of seven (7) Council Members, one (1) elected from each of the seven (7) election districts of the City. The Mayor is not a member of Council and does not have voting power. The Mayor's term allows

for a maximum of three consecutive four-year terms of office. Beginning in January 2022 and every ten years thereafter, a Charter Review Commission will be established to review the City's charter. With the Mayor-Council structure, the Mayor replaces the City Manager as the executive head of the City and shall appoint a City Administrator to assist in managing daily operations.

The City of Pensacola provides a full range of municipal services including public works, public safety, recreation and cultural activities. In addition, the City's enterprise activities include a natural gas utility, sanitation collection system, seaport, and international airport.

Accounting and Internal Controls

The management of the City is responsible for establishing and maintaining internal controls. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss through unauthorized use or disposition; the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the evaluation of costs and benefits requires estimates and judgments by management.

Budget Process

The budget process for the City of Pensacola does not have an easily identifiable beginning or end. During each fiscal year, new initiatives for services, regulations, funding sources, better methods of providing existing services, and citizen comments are brought forward for discussion and study and implementation. Although the budget document is developed at a fixed point in time and identifies a work plan for a specific period, the budget process is fluid.

There are several tools used throughout the course of the fiscal year to report on the status of the budget. A report is provided to City Council quarterly on pertinent funds which shows a comparison of revenues and expenditures to budgeted numbers. Additionally, City Council is provided a monthly financial overview by the Budget Analyst for City Council. Monthly reports are generated for public review to provide a more frequent overview of the financial status as compared to budget. In accordance with Chapter 166.241, Florida Statutes, budget amendments within a fund (transfers of amounts from one line item to another) are approved by the Finance Director as the Mayor's designee and Supplemental Budget Resolutions adopted by Council are the only means to amend an adopted budget. Two public hearings are held before the adoption of the final budget and final millage rates.

Debt Administration

Debt administration is the responsibility of the City's Finance Director. Additional assistance is employed through the services of RBC Capital Markets, the City's Financial Advisors.

Pledged revenues for business-type debt are typically the sole pledge of net revenues from operations, however, from time to time there are pledges of specific revenue streams. In fiscal year 2023 business-type activities paid a total of \$4.6 million and \$1.4 million, respectively, for principal and interest on bonds.

Revenues traditionally pledged for general government type debt include infrastructure sales tax, local option gasoline tax, communication services tax, local business tax and tax increment revenues. The City paid a total of \$5.6 million and \$2.6 million, respectively for principal and interest, for governmental activities debt during fiscal year 2023. The City has no general obligation debt.

In order to be in compliance with all continuing disclosure requirements, the City of Pensacola issues an annual Report to Bondholders published on or before the 180th day after the end of the City's fiscal year. The Annual Comprehensive Financial Report and the Report to Bondholders should be read in conjunction to get a clear and complete understanding of the market effect on the City of Pensacola.

Pensacola Energy

Pensacola Energy, a department of the City, became a City-owned utility on April 27, 1948, upon its purchase from the Gulf Power Company. Pensacola Energy supplies natural gas to approximately 46,000 service connections and is one of the largest municipal gas distribution systems in Florida as it relates to customer base. The revenue classification for billed gas service is 36.0% residential, 21.4% commercial, 40.4% industrial and 0.5% municipal.

Pensacola Energy had operating income before depreciation of \$11,733,955; a decrease of \$4,723,322 over last year. Operating revenue decreased by \$9,877,740 (14.1%) during fiscal year 2023 and operating expenses decreased by \$5,154,418 (9.61%). The primary reason for the decrease in operating revenue and operating expense is a result of the decrease in the cost of natural gas; the cost of natural gas is passed on to the customer directly affecting charges for services revenue. In fiscal year 2023, the cost of natural gas decreased by \$9,198,980. Excluding the cost of gas, operating expenses increased by \$4,044,562. Materials and supplies increased by \$842,588 from the prior year. The salaries and employee benefits line item of the financial statements increased approximately by \$865,488 and there was a \$2,435,813 increase in pension expenses in fiscal year 2023. The pension expense can vary considerably over time, depending upon changes in the estimated actuarial costs and fluctuations in the market resulting in highly variable income statement results in years where there are large gains or losses in the market.

Pensacola Energy budgets for normal winters; however, actual revenues fluctuate with the cost of natural gas and weather patterns. Pensacola Energy is allowed to adjust rates annually with the Consumer Price Index (CPI) if approved by City Council. No increase was approved for fiscal year 2023.

Fiscal year 2024 operating revenues are budgeted at \$74.8 million, \$1.6 million (2.0%) higher than the prior year budget. The increase in revenues for fiscal year 2024 is due to anticipated increases in the cost of natural gas which was the trend when the budget was developed in 2023, thus increasing revenues as the cost of gas is passed onto the customer through rates and charges. The CPI increase for fiscal year 2024 is 5%, however due to anticipated increase to the gas rates, no increase in rates was recommended in the fiscal year 2024 budget. Fiscal year 2024 appropriations increased \$1.6 million (2.0%) over fiscal year 2023 mainly due anticipated

increases in the cost of natural gas. Pensacola Energy's transfer to the General Fund was increased \$11.1 million. The transfer complies with the City Council adopted financial planning policy which states "Long-term, the budgeted transfer should not be more than 15 percent of budgeted ESP revenue".

Sanitation Services

The City has operated a solid waste collection system for over fifty years. Sanitation service is mandatory within the city limits, and the City provides residential garbage, recycling, and trash collection once per week to approximately 21,000 customers. Commercial dumpster services are provided by private hauling companies franchised by the City and regulated by the Sanitation Services department. Commercial Solid Waste Franchise fees are set at \$1.50 per cubic yard of non-compacted waste and are used to sustain the Code Enforcement operation. Residential sanitation fees are set at \$27.44 per month and support the self-sustaining Sanitation Services operation. In addition, there is a fuel and lubricant pass-through surcharge of \$1.60 per month and an equipment surcharge of \$4.21 per month for the fiscal year 2023. Funds generated by the equipment surcharge are used for replacement of sanitation equipment.

Sanitation had operating income before depreciation of \$1,433,240; a decrease of \$136,319 over the prior fiscal year. Operating revenue increased by \$474,438 (5%) during fiscal year 2023 and expenses increased by \$610,757 (7.5%). The primary reason for the increase in operating revenue over the prior fiscal year can be linked to an increase in customer base and increase in rates. In addition, revenues for franchise fees increased by \$20,489 in fiscal year 2023. Offsetting the increase; the revenues for code enforcement decreased by \$113,476 from the prior year. While increases in pension expenses increased operating expenses by \$977,519, there was a light decrease to salaries and benefits, repairs and maintenance, materials and supplies, office and utilities, landfill fees and overhead allocation to offset the pension expenses increase.

Fiscal year 2024 revenues are budgeted at \$8.5 million, \$170,700 (2%) higher than the prior year budget. During 2022 a rate study was conducted, and on September 15, 2022, City Council passed ordinance 28-22 that would effect the fees collected for Sanitation through fiscal year 2026. The collection rate will increase of \$1.11 bringing the new rate to \$28.55 per month effective October 1, 2023. Fiscal year 2024 appropriations increased by \$170,700 (2%) over fiscal year 2023 budget mainly due to increase in operating cost.

Port of Pensacola

The Port of Pensacola, a department of the City, provides marine terminal services connecting water and land transportation. Revenues are generated through fees for wharfage, handling, dockage, rent, storage, security, and harbor services. Rates are established in a published, publicly available tariff.

The Port had operating income before depreciation of \$457,441; an increase from last fiscal year of \$386,681. Operating revenues increased by \$278,905 (10%) and expenses decreased by \$107,776 (4%). The primary reason for the increase in operating revenue can be linked to the increase in vessel activity at the Port. The increase in expenses can be linked to a \$269,299 increase in pension expenses as reported in the salaries and employee benefits line item of the

financial statements. Operating expenses excluding salaries and benefits decreased by \$406,418 primarily in repairs and maintenance and contractual services.

For decades, the Port of Pensacola has relied on Florida Seaport Transportation and Economic Development (FSTED) grants to fuel vital infrastructure improvements. This past year was particularly productive, with the Port securing one major FSTED grant for the construction of a new boat launch and marina facility on the eastern side. The Port continues to work on dredging projects, security equipment maintenance, and other waterside infrastructure repairs that were awarded by previously awarded FSTED.

The Port is also actively managing and spending down various Florida Department of Transportation (FDOT) grants for railroad modernization, upland cargo improvement, drainage repairs.

Fiscal year 2024 operating revenues are budgeted at \$2.9 million, \$116,700 (3%) lower than the prior year budget as revenues is based on historical trend information on vessel activity levels as well as current and prospective lease agreements. Fiscal year 2024 appropriations increased by \$116,700 (3%) over fiscal year 2024 budget mainly due to an increase in personnel services and operating cost.

Pensacola International Airport

The City of Pensacola owns the Pensacola International Airport and operates the facility as an enterprise department. The Airport plays an important role in the national, state, and local air transportation systems, serving as the primary commercial service airport for northwest Florida and southeast Alabama with a principal service area encompassing Escambia, Santa Rosa, and Okaloosa Counties in Florida and Baldwin, Escambia and Mobile counties in Alabama. During fiscal year 2023, 2.65 million passengers utilized the scheduled service. According to the Bureau of Transportation Statistics data, Pensacola was ranked 89th among 765 U.S. airports in terms of the total number of scheduled enplanements as of September 2023.

The Airport had operating income before depreciation of \$10,588,303; a \$1,820,043 decrease over the last fiscal year. The Airport Fund's operating revenues increased by \$1,675,590 (5.8%) in fiscal year 2023 and expenses increased by \$3,495,633 (21.2%). The primary reason for the increase in revenues is increased passenger traffic. The airline revenues increased by \$648,886. In addition, an 8.6% increase in passenger traffic resulted in a \$1.7 million increase in non-airline revenues, primarily in parking (\$1.3 million). The increase in expense can be linked to an \$1,779,277 increase pension expense as reported in the salaries and employee benefits line item of the financial statements. In addition, contractual services increased by \$727,522 mainly related to Airport's parking management, janitorial services and advertising contracts and an increase of \$607,695 in operating mainly related to repairs and maintenance and liability insurance for the Airport.

Fiscal year 2024 operating revenues are budgeted at \$29 million, \$7.7 million (36.1%) higher than the prior fiscal year budget. Non-airline revenues such as restaurant and lounge, hanger/ground leases, parking lot, and rental car customer facility charge revenues are projected to increase to a total of \$4,818,00 due to the increase in passenger traffic through the Airport.

Charges to the airlines such as loading Bridge fees, landing fees, apron area rentals, and airline rentals are projected to increase by \$2,906,000 based on the agreements with the airlines. Fiscal year 2024 operating appropriations decreased by \$6.1 million (24.1%) over fiscal year 2023 budgeted totals primarily due to a \$3.0 million increase in capital outlay, 3.1 million increase in personnel and operating services.

The Airport has an operating agreement with the airlines which provides for revenues sufficient to meet operating expenses, debt service payments and capital expenditures. However, it does not provide for any incentives given to the airlines nor depreciation, which is reported on the City's financial statements as an operating expense.

Current Year Budget, Events and Future Year Plans

The Pensacola City Council approved a fiscal year 2023 budget of \$277,368,524, an increase of \$24,165,324 from the 2022 budget. Overall appropriated fund balance decreased by \$7,433,824 and overall revenue estimates increased by \$32,162,400. The General Fund anticipated an increase in revenues of \$3,904,900 (6.51%) due to a \$2,271,700 increase in property taxes as a result of an 11.51 % increase in taxable property valuation, \$183,800 increase in Franchise Fees based on based on historical trends, estimated changes in population and estimated inflation and rate changes, \$813,600 increase in sales and use taxes as the local economy continues to see increases spending patterns, and \$181,300 increase in Public Services Tax based on historical trends and a weather pattern of warm summers and mild to colder winters. The Debt Service Funds anticipated a slight decrease of \$45,700 due to decreased transfers to cover debt service. The Special Revenue Funds anticipated an increase in revenues of \$1,409,100 (3.05%) mainly due to increased intergovernmental revenues based on available grant funding. The Capital Project Funds anticipated an increase in revenues of \$69,600 (0.01%) due to increases in Local Option Sales Tax based on prior year receipts. The Enterprise Funds anticipated an increase in revenues of \$27,273,000 (30.8%). Natural gas sales were projected at \$73,254,400 an increase of \$24,733,800 or 51% from the fiscal year 2022 budget. The increase is due to the new prepay gas transportation customer in the 2023 budget. Sanitation revenues were projected at \$7,141,500, an increase of \$152,100 or 2.17% from the fiscal year 2022 budget. The increase is attributed to an increase in sanitation charges due to an increase in customer rates. Port revenues were projected at \$3,093,300, an increase of \$539,200 or 21.1% from the fiscal year 2022 budget based historical trend information on vessel activity. Pensacola International Airport revenues and passenger facility charges were projected at \$24,944,000, an increase of \$1,823,000 or 8% from the fiscal year 2022 budget. The increase is attributed to the increase of airline revenues of \$164,000 based on the agreements with the airlines. The non-airline revenues decreased by \$85,000 and rental car facility charges increased by \$1,269,000. The passenger facility charged increased by \$100,000.

Departmental events and plans

The Pensacola Police Department continued its efforts through community policing strategies to improve communication and relationships between officers and the public by fostering a closer police-community relationship. In an effort to achieve this goal, the department's Citizens Police Advisory Committee participated in numerous town hall meetings to discuss concerns within the community, worked with neighborhood groups to inform residents about problems in their areas, discussed how to try to make their neighborhoods safer. As an effort to increase

intentional face-to-face contact with the public and open the lines of communication, the department has continued to host community events throughout the year such as periodic Coffee with a Cop days, Christmas event, and Rally Foundation Christmas Party.

The department also pursued additional funding sources that would allow the department to improve ways in which police services were provided and further prevent crime. During the past fiscal year, the department was awarded \$1,048,551 in local, state and federal grants to purchase items necessary to further crime prevention goals as well as improve officer safety.

In fiscal year 2024, the department will continue its efforts to reduce crime by increase concentrated patrols in known problem areas for burglaries, drugs, etc. as well as partner with neighborhood associations to educate them about crime in their areas as a means of helping share information with residents and encourage them to watch for criminal activities.

The Pensacola Fire Department provides a wide range of services and programs designed to protect the lives and property of the citizens and visitors to the City of Pensacola. The department is proud to confirm it achieved the best possible Insurance Services Organization (ISO) Class 1 rating. A rating based on a class rating scale of 1 (highest) to 10 (lowest) and obtained by evaluating crucial factors such as: fire suppression, which includes fire station locations, personnel, training, apparatus, and equipment; water supply, which includes fire hydrant spacing, inspections, and fire flow; and communications, which includes station alerting and dispatch, radio communication equipment, and emergency response times.

In fiscal year 2023 the department purchased new equipment which included TNT Tools (Spreader, Cutter, Telescoping Ram), a new Generator for Fire Station # 4, and upgraded the facilities at Fire Station # 1 and Fire Station #4. The department was awarded a Firefighter Cancer Decontamination Equipment Grant and purchased the hoods and gloves.

On-going advancement in incident reporting and record management allowed the department to monitor, evaluate, and improve its processes more accurately. The Training Division improved employee training and development, creating uniformity in all-hazards training exercises and response readiness. The Fire Marshal's office deployed a Hazard House prop which enables additional fire safety education.

In fiscal year 2024, the department will continue to advance the Fire Cadet Program. The Fire Marshal's office will continue community risk reduction, outreach, and fire prevention/education initiatives, including the installation of smoke alarms. The Training Division will implement new employee and supervisor drills, training, and development programs. Training exercises and increased aircraft rescue firefighting (ARFF) response drills will improve response readiness. Best-practice leadership training will be provided to all department supervisors as succession and transition planning continues. Upgrades to facilities will continue.

The Parks and Recreation Department continued its commitment to improve and promote the quality of life for all citizens and visitors of Pensacola by protecting the heritage of our parks while providing a wide range of recreational, social, and educational opportunities. The City of Pensacola has a total of ninety-three parks and open spaces, along with ten community resource centers which are maintained by the Parks and Building Maintenance divisions, programmed by the Recreation division, and utilized by Pensacola residents and City organizations.

The Parks and Recreation department completed numerous park improvements in fiscal year 2023. The department installed new playground equipment at seven (7) parks: Lions Park, East Gate Park, Lamancha Square Park, Pintado Park, Belvedere Park, Fairchild Park, Operto Square and Granada Subdivision. In addition, a new sculpture was installed at Admiral Mason Park, and improvements were completed at the Garden of Peace and Hope at Corrine Jones Park. The construction of the new Blake Doyle Skate Park and Day-Use Marina at Community Maritime Park were completed as well. A new solar lighting and a musical/sensory garden were installed at Kiwanis Park.

In fiscal year 2024, the department will develop a quantitative park & facilities assessment to determine deferred maintenance needs at City's parks facilities. The Parks and Recreation Department will install one new playground at H.K. Matthews Park, make upgrades to park amenities in various parks, begin construction of replacement of the Roger Scott Pool restrooms and office areas, finish construction of Bruce Beach, and finish reconstruction of the hard-surface courts at Roger Scott Tennis Center. Scheduling for renovations to begin at Cobb Resource Center and Fricker Resource Center in the upcoming year. Kitchen renovation and site improvements are planned at the Woodland Heights Resource Center as well.

Parks and Recreation actively partners with local corporate, non-profit, and community groups to provide service benefits to the entire community. These organizations support the Parks and Recreation Department thru sponsorships for events such as the City's annual Easter Egg Hunt, Blues on the Bay Music Series, Drive-in Movie, and Halloween Egg Haunt as well as providing support for recreational, social, and educational programs within the City's Resource Centers and parks.

The Public Works and Facilities Department continued to meet its mission statement of providing courteous and quality service, while maintaining the City's current infrastructure and constructing new infrastructure. Operations maintain 332 miles of roadway, 82 stormwater ponds, 118 various underground stormwater treatment units, 18 ditches, 2,352 drainage inlets and 45 stormwater outfalls, 15 of which are major outfalls.

During fiscal year 2023, Operations completed 60 sidewalk repair work orders, repaired over 65 potholes, addressed 288 traffic signal issues. Approximately 6,397 miles of roadway were swept and approximately 3,921 tons of road debris were removed. The department replaced 450 street markers and street signs, installed 7 speed tables, and placed over 4,000 linear feet of thermoplastic pavement markings. In addition, the department installed 8 new video detection systems and 3 new uninterrupted power supplies to traffic signals owned by the City.

In fiscal year 2024, Public Works will complete several large stormwater capital improvement projects including the volumetric expansion of the existing pond at Marketplace Drive and the installation of new stormwater piping down a portion of Barrancas Avenue. Furthermore, a drainage improvements project along E. Texar Street, between 9th Avenue and 12th Avenue, will be designed and advertised for construction, to help mitigate flooding along E. Texar Street. Similarly, the design for flood mitigation is slated for the intersections of Summit Blvd and Piedmont Road as well as R Street and Strong Street. Two major projects are slated to install new stormwater outfalls to Pensacola Bay which will mitigate flooding along 9th Avenue, as well

as Main Street. Additionally, Public Works will be managing the design and/or construction for the Parks and Recreation Department; projects include Bruce Beach, Sanders Beach Boat Ramp, Bayview Park, Roger Scott, Community Maritime Park, and Hollice T. Williams. Pensacola International Airport and Public Works will manage the design and construction of a parking lot expansion, the conceptual design for another 470 parking spaces, and a project to clear 45 acres in preparation for construction of 2 new hangars. Lastly, grant funds were secured and work commenced on updating the City-wide Stormwater Model to include the anticipated sea-level rise.

The Development Services Department is comprised of three divisions: Planning & Zoning, Building Inspections, and the Community Redevelopment Agency. The department is responsible for the City's long-range planning, land development and revitalization programs, as well as plan review and permitting. Development Service coordinates the City's weekly "One Stop" Development Review meeting, which provides those who are interested in submitting projects for permitting the opportunity to obtain input from City staff from Planning Services, Inspection Services, Fire Marshall, Public Works and Engineering.

Planning Services continues to maintain the City's Comprehensive Plan, Planning Services also maintains the current Land Development Code (LDC) and continues to work towards encouraging urban density, mixed-use development, and implementing form-based, sustainable development guidelines to create a more walkable-built environment.

Building and Inspections is responsible for conducting inspections of building construction for compliance with Florida Building Codes, local building ordinances and approved plans within the city limits. During fiscal year 2023, the department issued # permits and conducted # building inspections.

The Community Redevelopment Agency (CRA), was established in 1980 to implement the revitalization of a 1,237-block blighted area, referred as the Pensacola Inner City Community Redevelopment Area. This area encompasses 17th Avenue on the east, Pensacola Bay on the south, Bayou Chico and the City limit line on the west and the City limit line on the north. Within the Pensacola Inner City Community Redevelopment Area, there exists three Redevelopment Areas - the Urban Core Community Redevelopment Area, the Urban Infill and Redevelopment Area (commonly referred to as Eastside Community Redevelopment Area) and the Westside Community Redevelopment Area.

The Urban Core Community Redevelopment Area was established in 1984 and has facilitated a variety of public and private sector redevelopment initiatives since its inception, including streetscape, park, and commercial façade improvements and relocation of the Emerald Coast Utilities Authority (ECUA) Wastewater Treatment Plant. In 2010, public improvements to a 27-acre waterfront parcel on Pensacola Bay were completed which created the Vince Whibbs, Sr. Community Maritime Park (CMP), a multi-use athletic stadium, amphitheater and public promenade, and parcels available for private development. The pivotal redevelopment project along with other projects were made possible through the City's issuance of the Urban Core Redevelopment Revenue Bond, Series 2009.

In Fiscal Year 2023, the CRA completed the first phase of park improvements to the Bruce Beach Natural area, the Palafox Pier Marina and Community Maritime Park, a floating day-use marina, the Blake Doyle Skate Park within the Hollice T. Williams Urban Greenway and initiated actions towards the redevelopment of 101 West Main Street, adjacent to Pensacola Bay. CRA initiatives planned for fiscal year 2024 include the continuation of the CRA's established residential and commercial improvement programs and affordable housing initiatives, as well as, construction of the second phase of the Bruce Beach Park. The design of corridor improvements to Cedar Street (as a component of the "Hashtag" Waterfront Connector (Continuous Waterfront Trail System)), the Hollice Williams Urban Greenway (which extends into the Eastside district) and improvements to West Main Street from Clubbs to Barrancas (extending into the Westside district) is expected to continue during the upcoming fiscal year with construction to follow. Construction of Main Street improvements (as a component of the "Hashtag" Waterfront Connector project is anticipated to be performed in conjunction with improvement of Cedar Street.

The Eastside Community Redevelopment Area was established in 2005. In 2018, the CRA completed reconstruction of the historic birth site of General Daniel "Chappie" James, Jr., America's first African American Four-Star General, to accommodate the operation of a commemorative museum and youth flight academy. The project was funded through the issuance of the Eastside Redevelopment Revenue Bonds, Series 2017. CRA continues to offer residential improvement programs and affordable housing initiatives. In effort to provide affordable housing, CRA purchased two affordable housing infill sites located at 1700 Dr. Martin Luther King Jr. Blvd and 2700 Dr. Martin Luther King Jr. Blvd and preliminary home plans have been substantially designed for both locations. The construction of a 2nd phase of improvements to expand the campus of the General Daniel "Chappie" James, Jr. Museum and Youth Flight Academy is expected to be completed in the upcoming year.

The Westside Community Redevelopment Area was established in 2007. However, tax increment revenues were not received for many years due to the 2008 decline in property values caused by the recession. The City Council reaffirmed the existence of blight in the district, rescinded the 2007 base year for the Westside Community Redevelopment Area taxable property values and established a new base year of 2013. With a new base year set, the CRA started receiving tax increment revenues in 2015. In 2017, the City issued the Westside Redevelopment Revenue Bonds, Series 2017 to fund critical Westside redevelopment initiatives supporting blight removal and neighborhood livability. CRA initiatives planned for the upcoming year include the continuation of the CRA's established residential and commercial improvement programs and affordable housing initiatives, as well as acquisition and redevelopment of target sites within the district. The CRA authorized acquisition of the Pensacola Motor Lodge on West Cervantes Street in fiscal year 2023 with solicitation for redevelopment of the site for affordable multifamily rental housing scheduled for fiscal year 2024. Three affordable housing infill sites located at 2300 West Jackson Street, 901 West Blount Street and 900 Block West Blount Street will be made available for housing in the upcoming and future years. Home plans are in design for the Jackson Street and 900 Block locations, and rehabilitation specifications are in development for 901 West Blount. Other planned CRA initiatives include landscaping improvements to West Garden Street from A Street to C Street, corridor improvements to L Street, Gregory Street and Wright Street, rehabilitation of the former Alice Williams library and

land assembly to support park redevelopment of the American Creosote Works (ACW) superfund site.

The CRA continues to work with private sector concerns to support a revitalized and blight free community. Investment in the Pensacola Inner City Community Redevelopment Area will assist in removing blight, maintaining housing affordability and strengthening the property tax base and potential for future revenue growth.

The Housing Department focused on continuing to address the community's needs by supporting community redevelopment projects, supportive service agencies, and concentrating on the need for decent, safe, and attainable housing to enhance the quality of life for all area residents.

During fiscal year 2023 in support of the Mayor's commitment to build stronger neighborhoods, 17 low and moderate families had their homes rehabilitated through the city's various owner-occupied rehabilitation programs, leveraging funds from federal and state sources. Funds received through the State Housing Initiatives Partnership (SHIP) program, HOME Investment Partnerships Program, and other homebuyer programs assisted 42 families in the community reach homeownership.

Through the city's Community Development Block Grant (CDBG) program public service activities supported the delivery of 17,753 nutritional meals to 114 elderlies, disabled, and special needs families. Group classes provided educational opportunities regarding home buying and foreclosure prevention for 50 residents, and 37 households received legal services.

In response to the pandemic, the city received an award of CDBG-Coronavirus funds. The CDBG-Coronavirus funds provided 10 families with eviction and foreclosure counseling assisting them with the goal of maintaining their residence. Additionally, CDBG-Coronavirus funds provided 24 families with emergency payments for overdue mortgage and utility expenses assisting residents maintain their homes.

The Section 8 Housing Choice Voucher (HCV) Program provided rental assistance for approximately 1,828 extremely and very low-income families each month during fiscal year 2023. This reflects approximately \$1.3 million in monthly rental housing assistance in our community, paid out to an estimated 543 local landlords.

During 2023, the city continued to administer a special allocation of 35 Emergency Housing Vouchers in partnership with the Continuum of Care lead agency, Opening Doors Northwest Florida, Inc., targeting the housing needs of the homeless, victims of domestic violence, and families at risk of homelessness.

In response to the growing need for attainable housing in the community, to include the development of both rental and homeownership opportunities, the Department continues to develop new programs and seek creative solutions to address this concern for the city's residents.

Parking Department is responsible for the enforcement of state and local parking laws and ordinances for all City owned on-street and off-street parking assets within the city limits. The

Parking Department also provides payment enforcement for the city's 1,300 pay-to-park spaces, maintenance of 49 payment kiosk, one city owned parking garage, four boat ramps, and five parking lots. The Parking Department also oversees the Constituent Service Division. In 2023 the Parking Department reinvested \$100,000.00 of parking revenue back into maintenance, cleaning, painting, and security of the city owned, Jefferson Street parking garage. The City Parking Department experienced a 6% increase in single parking sessions, an 18% increase in parking permits, and a 24% increase in the number of parking citations issued over 2022.

The Constituent Services Division responds to 311 (non-emergency) citizen concerns for all seven districts, fifty-four thousand city residents, and sixteen city departments. In 2023 Constituent Services routed, tracked, and responded to 2,984 identified issues within the city limits and closed 2,856 citizen concerns. The 311 ticket subjects ranged from potholes to streetlights and from code violations to garbage pick-up. The 311 Department ensures that citizens' concerns regarding the safety and maintenance of city infrastructures are properly addressed, questions about city processes and programs are answered, thereby ensuring the overall quality of life for city constituents.

Pensacola Energy's (PE) vision is to be an innovative, high-value energy services provider committed to safety, performance and excellence with the continued goal to always improve customer service delivery, test and implement new service offerings, upgrade the condition of our underground gas mains and service lines and integrate new technologies to improve operational efficiency and minimize greenhouse gas emissions.

In fiscal year 2023, the department expanded the natural gas distribution system to include a new Citygate serving the north end of Escambia County. Upgrades to the Palafox Compressed Natural Gas Station were completed in 2023. This project expanded the compressor capacity of the station and added sixteen time-fill fueling spaces for sanitation vehicles. Pensacola Energy also began purchasing renewable natural gas (RNG) for use in all City vehicles using CNG. The addition of RNG moves the City 7.62% closer to its 30% renewable energy goal by 2030. Other distribution system improvements included streamlining of the infrastructure within regulator station number two, improving station functionality to service the southwest areas of Pensacola, and in-house construction crews completed the installation of fourteen miles of natural gas main.

The natural gas rate ordinance allows for an annual adjustment in rates based on the Consumer Price Index (CPI), an Infrastructure Recovery Charge as a rate component, a Weather Normalization Adjustment Factor, and a Purchase Gas Adjustment which includes a dedicated component to restore Pensacola Energy's operating reserves. A multi-year infrastructure replacement plan has been developed for the Infrastructure Recovery Charge which allows costs to be collected through rates the year following the expenses.

The Sanitation Services and Fleet Management Department is responsible for providing dependable, efficient Sanitation Services to the City residents and business establishments through residential garbage, recycling, trash collection and code enforcement. The department is also responsible for the central garage operations, which maintains the City's fleet as required for various municipal services, from acquisition to deposition.

In fiscal year 2023 Sanitation Services collected 19,196 tons of solid waste and 2,559 tons of curbside recyclables. As part of the Mayor's initiative to reinvest in City neighborhoods, Sanitation Services provides the Mayor's Neighborhood Cleanup program to each City neighborhood once per year. The ten neighborhood cleanups completed in fiscal year 2023 resulted in the removal of 10,986 tons of bulk waste, 893 old tires, and 9,881 cans of old paint. The City also contracts with Escambia County Utility Authority (ECUA) to provide recyclable processing. In March 2015, as amended in April 2020, the City of Pensacola and Escambia County entered an Interlocal Agreement that provides for exchange of services that benefit each entity. The agreement gives the City no-cost yard trash disposal to provide county neighborhood cleanups. Due to the increase in cost, the City ended the recycling program through ECUA. In October 2023, the City discontinued recycling services to city residents and created a curbside recycling services solution for residents to continue to recycle eligible items.

The Code Enforcement Division initiated 5,208 new cases in fiscal year 2023, with 588 cases categorized as overgrown vacant property. Along with illegal dumping cases and Sanitation "no service cases," these officers made 10,508 site visits consisting of investigations, follow-ups, and postings.

The Fleet Management Divisions had a robust fiscal year 2023. Repairs were made to 1,352 light-duty vehicles and 1,924 repairs to heavy-duty vehicles.

The Port of Pensacola is a thriving economic hub in northwest Florida and a cornerstone of the City's maritime process since 1754. As one of Florida's sixteen deep-water ports, its mission is to fuel the economic engine of northwest Florida through international trade, maritime and water-dependent industries, and businesses.

In fiscal year 2023, the Port had a record year in cargo activity. Overall, cargo activity increased about 17% from prior fiscal year. The deep draft vessel calls increased about 8.6%, and tons of cargo was handled through the port. There was approximately 435,050 tonnage handled at the Port, which is the highest tonnage in decades.

The Port anticipates similar success in the fiscal year 2024. Port will embark on the construction of the High-Performance Maritime Center of Excellence, which will serve as the home base for American Magic. This state-of-the-art facility is expected to create over 150 jobs when fully operational.

The Pensacola International Airport's purpose is to meet the needs of the traveling public, both commercial and private passengers, while ensuring their safety and security. To ensure those needs are met and to strategically position the Airport to meet future demands, the Airport updated their Master Plan in 2019. An airport master plan is a comprehensive study of an airport that describes the short-, medium-, and long-term development plans to meet future aviation demand, typically with a 20-year outlook. The Master Plan update addresses the recommended plan for the Airport through 2035 and drives all future capital projects. With the unprecedented growth in Escambia County, Pensacola International Airport has already exceeded the Master Plan's forecasted 2030 annual enplaned passenger numbers. In fiscal year 2023 the Airport had 2.65 million passengers utilized the scheduled service of seven airlines to fifteen plus non-stop destinations, surpassing 2022 passenger numbers of 2.44 million by 8.6%.

With the continued growth in passenger traffic, the Airport has been diligently working on moving forward with many of the projects depicted in the 2019 Master Plan Update. In 2023, the Airport completed the rehabilitation of taxiway A and the terminal escalator replacement. In 2024, the Airport hopes to kick off several projects, including the rehabilitation of runway 8-26, the paving of the remote parking lot, the reconfiguration of the taxiway A7 and taxiway A/B intersection, the construction of a corporate apron, and the design for a terminal building renewal and expansion project.

Construction will continue with the expansion of the Airport's Maintenance Repair Overhaul (MRO) Facility. Hanger two was completed in 2023 and in 2024 construction should commence for the next phase, which includes an additional hanger(s), warehouse space, and administration space.

Citywide topics

In fiscal year 2023, the City lost three (3) key staff employees: the City Attorney, Parks & Recreation Director, and the Housing Director. The City Attorney position remained vacant for the rest of fiscal year 2023. The Parks & Recreation Director position was filled by Tonya Byrd as interim in June 2023. The Housing Director position was vacated on the last day of fiscal year 2023. The City experienced a 15.18% turnover rate in fiscal year 2023, an increase over the reported fiscal year 2022 rate of 11.06%. The 2023 turnover rate does not include retirements. Based on exit interviews, employees cited increased compensation from other job opportunities, promotional opportunities, and relocation as the main reason for their separations.

The City has five unions which have agreements that are renegotiated on a recurring basis. The American Federation of State County and Municipal Employees (AFSCME) union and the City entered into a three-year agreement on September 23, 2021, for fiscal years October 1, 2021 through September 30, 2024. The City's contract ended as of September 30, 2024. As of January 2024, the Public Employees Relations Committee revoked the AFSCME certification. The City and the three police unions entered into a three-year agreement on September 23, 2021 for fiscal years October 1, 2021, through September 30, 2024. The Police Officers' contract provides for the members to receive a 6% pay increase or brought up to the new minimum base salary of \$43,014 effective October 1, 2021, and 4% pay increase effective October 1, 2022, and October 1, 2023, not to exceed the maximum of \$70,012. The Police Sergeants' contract provides for the members to receive a 4% pay increase effective October 1, 2021, October 1, 2022, and October 1, 2023, not to exceed the maximum for \$77,251, \$81,120 and \$85,176 respectively. The Police Lieutenants' contract provides for the members to receive a 3% pay increase effective October 1, 2021, October 1, 2022, and October 1, 2023, not to exceed the maximum for \$97,011. The City and International Association of Firefighters' (IAFF) entered into an agreement November 13, 2020, for fiscal years October 1, 2021, through September 30, 2023. The City and IAFF are currently in negotiations for a new contract. Union and Non-union employees also received a merit increase of 0%, 1% or 2% based on performance reviews, effective October 1, 2022.

Independent Auditors

The Florida Statutes and the City's Bond Resolutions require an annual audit of the City's financial records by an independent certified public accountant. The City's fiscal year 2023 financial statements have been audited by the certified public accounting firm of Warren Averett, LLC. The goal of the independent audit was to provide reasonable assurance that the financial statements are free of material misstatement.

The City is also required to undergo an annual audit to obtain reasonable assurance about compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs and state projects.

Reporting Achievements

The Government Finance Officers Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Pensacola for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022. The Certificate of Achievement is a prestigious national award, recognizing conformance with the highest standards for preparation of state and local government financial reports.

In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized comprehensive annual financial report, whose contents conform to program standards. Such comprehensive annual financial reports must satisfy both accounting principles generally accepted in the United States and applicable legal requirements. The City of Pensacola has been awarded a Certificate of Achievement for forty-two of its last forty-three fiscal years.

A Certificate of Achievement is valid for a period of one year only. We believe that the current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and will be submitting it to GFOA to determine its eligibility for another certificate.

Acknowledgements

The City's accounting staff, as always, is dedicated in preparing a timely and accurate comprehensive annual financial report. Appreciation is expressed to all those who contributed to its preparation and to City Council for the continued support of a fiscally sound City government.

Respectfully submitted,



D.C. Reeves
Mayor



Amy L. Lovoy
Finance Director



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Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Pensacola
Florida**

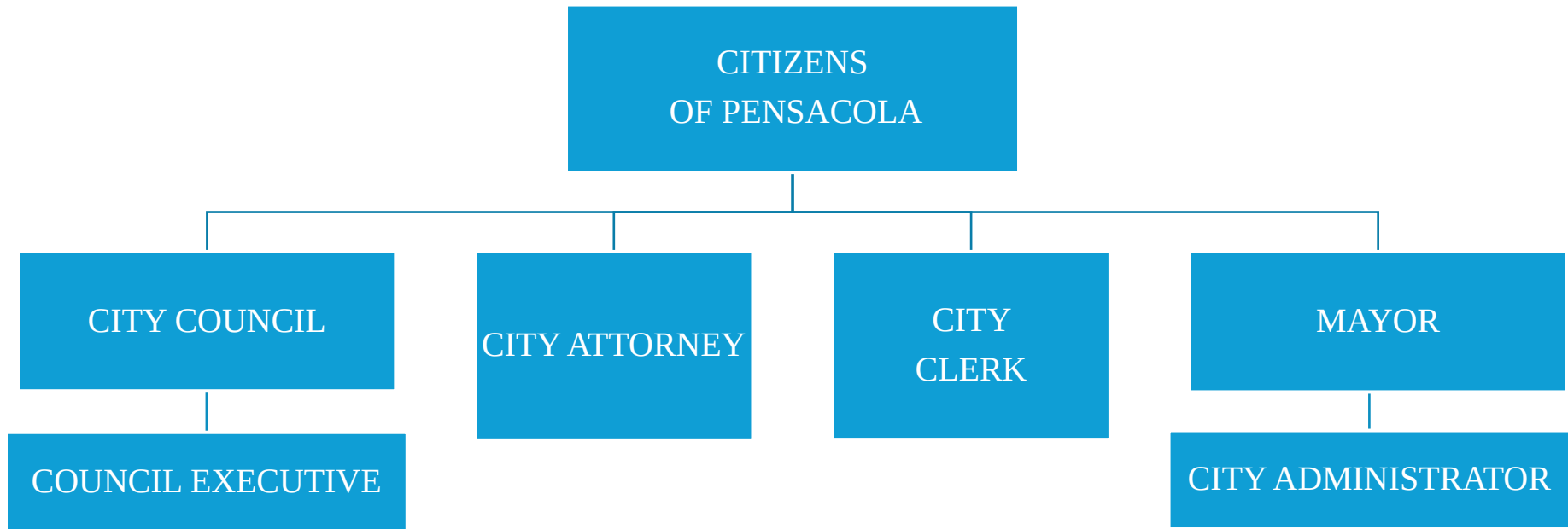
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

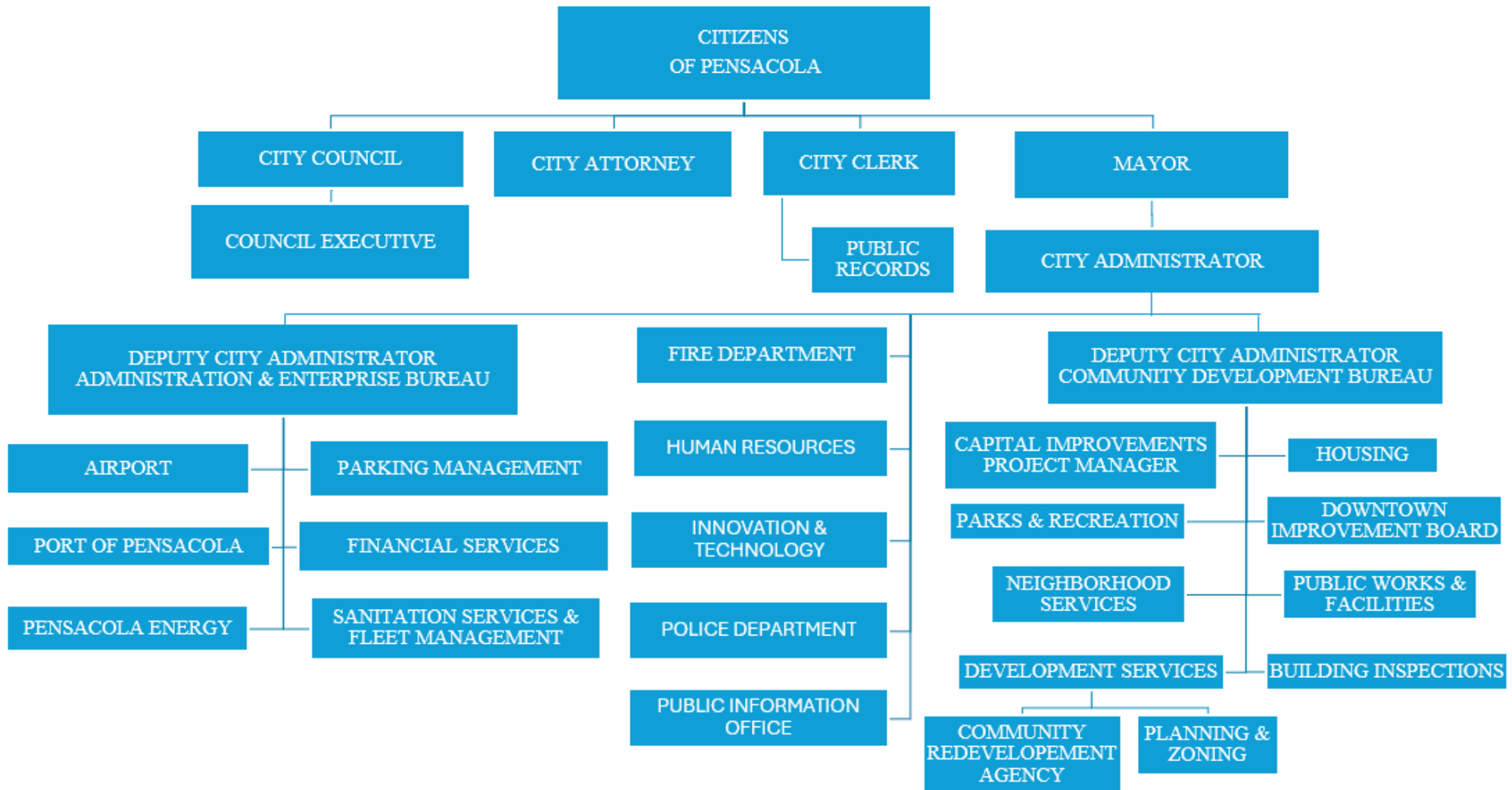
Christopher P. Morill

Executive Director/CEO

**CITY OF PENSACOLA
FISCAL YEAR 2023
ORGANIZATIONAL CHART**

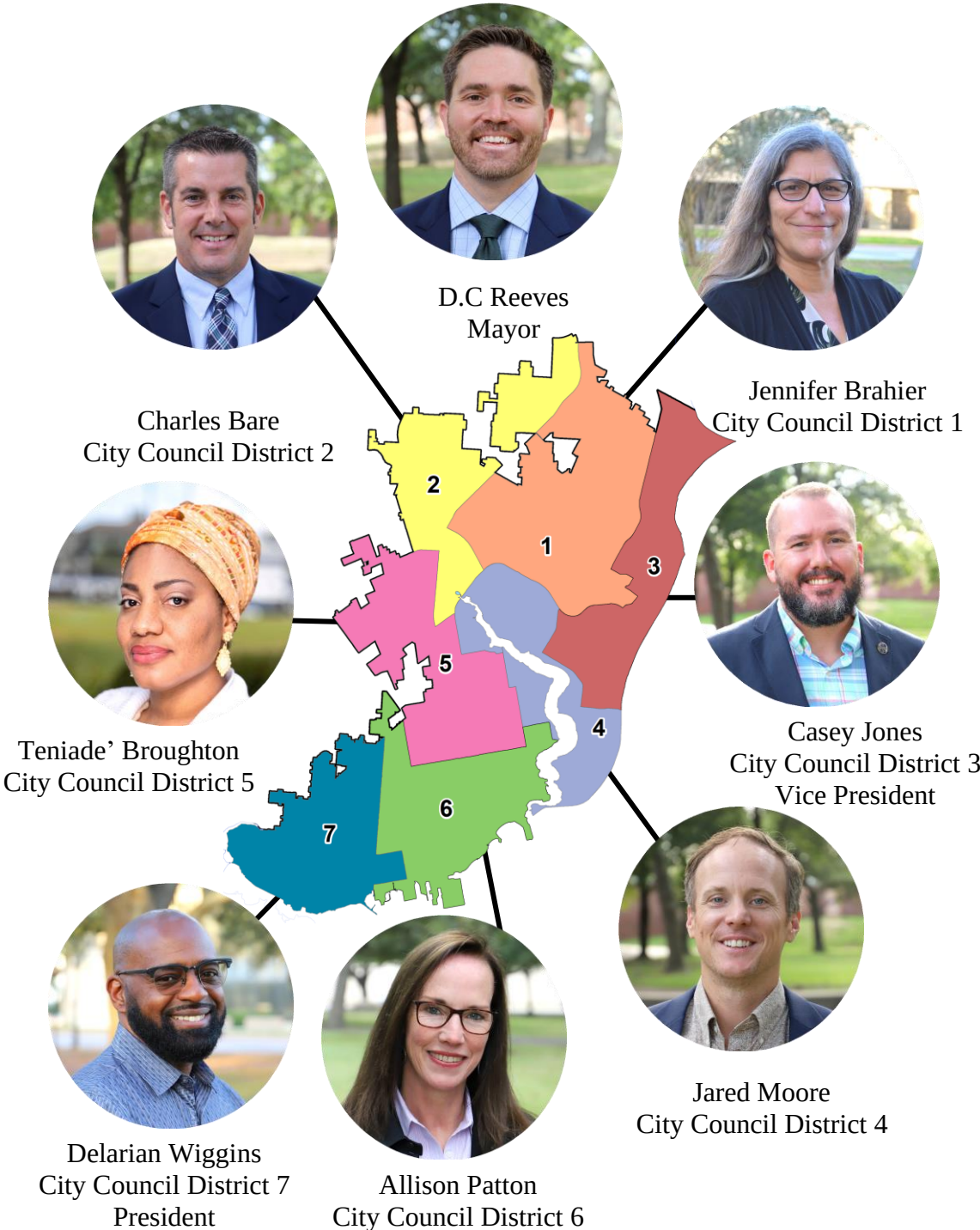


CITY OF PENSACOLA FISCAL YEAR 2023 CITY REPORTING STRUCTURE CHART



CITY OF PENSACOLA, FLORIDA
LISTING OF ELECTED AND APPOINTED OFFICIALS

ELECTED OFFICIALS
FY 2023 MAYOR & CITY COUNCIL



CITY OF PENSACOLA, FLORIDA
LISTING OF ELECTED AND APPOINTED OFFICIALS

ELECTED OFFICIALS
FY 2024 MAYOR & CITY COUNCIL





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FINANCIAL SECTION

This section contains the following subsections:

INDEPENDENT AUDITORS' REPORT

MANAGEMENT'S DISCUSSION AND ANALYSIS

BASIC FINANCIAL STATEMENTS

REQUIRED SUPPLEMENTARY INFORMATION

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES



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INDEPENDENT AUDITORS' REPORT

Honorable Mayor and
Members of the City Council
City of Pensacola, Florida

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Pensacola, Florida (the "City"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, based on our audit, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2023, and the respective changes in financial position, where applicable, cash flows thereof, and the respective budgetary comparison for the General Fund, American Rescue Plan Act Fund, Natural Disaster Fund, and the Housing Assistance Payments Fund, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our ethical responsibilities, in accordance with the relevant ethical requirements relation to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedules related to pension and the other post-employment benefits, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Pensacola, Florida's basic financial statements. The budgetary comparison information, combining and individual nonmajor fund financial statements and schedules, and financial data schedule are presented for purposes of additional analysis and are not a required part of the basic financial statements of the City of Pensacola, Florida.

The accompanying schedule of expenditures of federal awards, passenger facility charges, and state financial assistance is presented for purposes of additional analysis as required Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and as specified in the *Passenger Facility Charges Audit Guide for Public Agencies*, issued by the Federal Aviation Administration, and by Section 215.97, Florida Statutes, and is also not a required part of the basic financial statements of the City of Pensacola, Florida.

The combining and individual fund financial statements and budgetary comparison information, the financial data schedule and schedule of expenditures of federal awards, passenger facility charges, and state financial assistance are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 5, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Warren Averett, LLC". The signature is written in a cursive, flowing style.

Pensacola, Florida
March 5, 2024

Management's Discussion and Analysis

This section will provide a comparative analysis between fiscal year 2023 and 2022. The comparison amounts are shown at a summary level with additional detail provided for explanation. The format is designed to provide the reader a narrative overview of the City's financial activity for the fiscal year ended September 30, 2023. This discussion should be read in conjunction with the Letter of Transmittal located in the Introductory Section.

Financial Highlights

- The City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources (net position) as of September 30, 2023 by \$595,677,433. Of this amount, the net investment in capital assets totaled \$479,384,103, which is unavailable, and restricted net position totaled \$50,147,428 resulting in an unrestricted net position of \$66,145,902. Unrestricted net position is negatively impacted due to GASB Statement No. 68, which reduced governmental activities unrestricted net position by \$115,054,857 and business-type activities by \$30,474,048 for a total reduction of \$145,528,905. GASB Statement No. 68 requires the City to report on the face of the financial statements the deferred inflows, deferred outflows and net pension liabilities for each of the City's pension plans and the City's proportionate share of the Florida Retirement System (FRS). This unfunded pension obligation will continue to negatively impact unrestricted net position for future periods until all plans have been fully funded. For a more detailed explanation of GASB Statement No. 68 refer to the Government-Wide Financial Analysis section of Management's Discussion and Analysis.
- The City's total net position of \$595,677,433 increased \$41,506,574 (7.5%) over the fiscal year 2022 net position of \$554,170,859. Governmental activities increased by \$5,300,187 (2.7%) and business-type activities increased by \$36,206,387 (10%). For a detailed explanation of these fluxes refer to the Government-Wide Financial Analysis section of Management's Discussion and Analysis.
- As of September 30, 2023, the City's governmental funds reported combined fund balances of \$84,123,505 a decrease of \$740,146 (0.01%) over the prior fiscal year. For a detailed explanation of the fluxes refer to the Government-Wide Financial Analysis section of this report. The unassigned fund balance for the City's General Fund is \$(872,968). Unassigned fund balance is the portion of fund balance which is not obligated or specifically designated and is available for any purpose.
- Governmental funds' revenues decreased by \$7,529,224 (5.85%) over the prior fiscal year total of \$128,546,754. The major increase in governmental funds' revenues stems from \$4,744,174 in General Fund revenues mainly related to an increase in ad valorem tax revenues, \$1,288,940 in CRA revenues mainly related to an increase in ad valorem tax revenues, a decrease \$13,189,536 in intergovernmental revenues mainly related to COVID-19 funding and FEMA reimbursements.

Governmental funds' expenditures increased by \$7,929,706 (6.5%) over the prior fiscal year total of \$121,115,298. The major increase in governmental funds' expenditures stems from an \$3,933,837 decrease in the Natural Disaster Fund related to the Hurricane Sally, \$2,720,873 decrease in American Rescue Plan funds. Offsetting the decreases was a \$1,584,333 increase in General Fund Program cost, \$5,140,757 increase in capital outlays related to Local Option Sales Tax funds, and \$4,367,166 increase in CRA capital projects

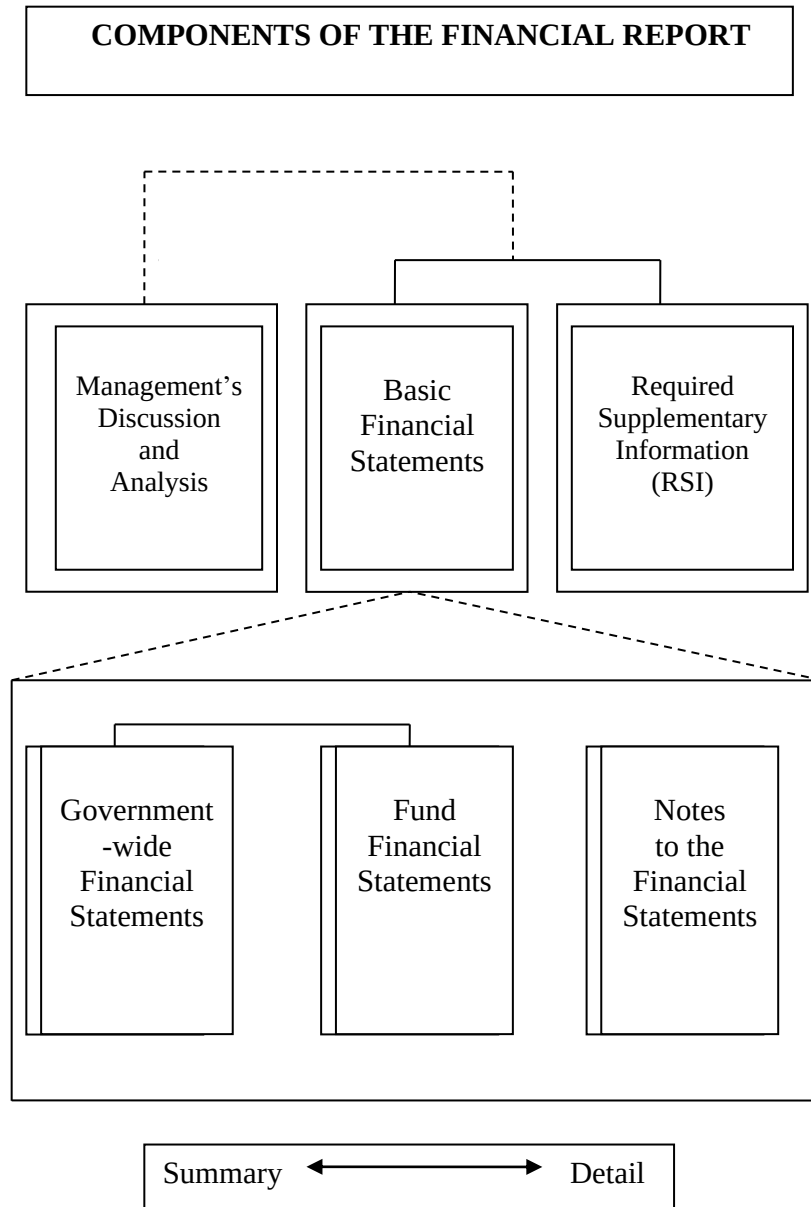
- The City's General Fund fund balance, excluding restricted fund balance, increased by \$831,734 from \$27,979,225 to \$28,810,959 in fiscal year 2023. The fund balance overall increased by \$2,214,211, but most of the increase was assigned for management purposes. Included in the committed fund balance is Council Reserves of \$14,398,521. The Council Reserve balance represents 20% of fiscal year 2024 beginning budgeted General Fund appropriations which meets the 20% minimum reserve goal stated in the City Council's Fund Balance Policy. The General Fund had an increase in restricted fund balance of \$1,382,477 related to an increase in contractual obligations. Total fund balance increased by \$2,214,211 (7.6%) from fiscal year 2022.

General Fund revenues increased over fiscal year 2022 by \$4,747,174 (8.5%) mainly related to a \$2,754,337 increase in ad valorem tax revenues and an \$862,995 increase in interest income due to rising interest rates on investments, a \$370,481 increase in franchise fees, and \$284,686 increase in charges for services. Expenditures increased by \$4,891,359 (9%) primarily as a result of a \$2,195,016 (5%) increase in personnel costs related to increases in employee pay. In addition to personnel cost, the operating expenses increased approximately \$2,448,724 from prior year primarily related to \$521,868 in professional services, \$350,329 in communication, \$130,263 in insurance, \$174,747 in utilities and \$490,491 in other contractual services.

- The City's enterprise funds reported combined ending net position of \$394,648,051, an increase of \$36,206,387 (10%) in comparison to the prior fiscal year. Of the total net position amount, \$282,278,975 represents net investment in capital assets which increased \$13,667,823 (5%). Operating revenues decreased by \$7,448,807 (6.9%) from last fiscal year and operating expenses before depreciation decreased by \$1,155,804 (1.4%). For a detailed explanation of these fluxes refer to the Government-Wide Financial Analysis section of Management's Discussion and Analysis.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. These statements have three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements. Following is a chart that illustrates the components of the Annual Comprehensive Financial Report (ACFR).



Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the City of Pensacola's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information on all the City's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. The focus of the statement is designed to be similar to bottom line results for the City and its governmental and business-type activities. This statement combines and consolidates governmental funds current financial resources (short-term spendable resources) with capital assets and long-term obligations. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of the related cash flows*. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal years (e.g., earned but unused vacation leave and revenue in connection with receivables which are not considered available to liquidate liabilities of the current period).

Both the government-wide financial statements distinguish functions of the City of Pensacola that are principally supported by taxes and intergovernmental revenues (governmental activities such as police, fire, public works, recreation and general administration) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, transportation, culture and recreation, economical and physical environment, and human services. The business-type activities of the City include the airport, seaport, natural gas utility services and sanitation services.

Discretely presented component units, which are legally separate governmental units over which the City can exercise influence, are presented as a separate column in the government-wide statements. The Downtown Improvement Board is the only discretely presented component unit of the City. The focus of the financial statements is the Primary Government, which are the operations of the City.

Fund Financial Statements

A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. Traditional users of the ACFR will find the Fund Financial Statements presentation more familiar. The focus is on "major" funds, rather than fund types, as reported in the traditional financial statement presentation. All of the City's funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Since the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. This allows readers to better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Governmental fund information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund, Housing Assistance Payments Fund, American Rescue Plan Fund and Local Option Sales Tax Fund, all of which are considered to be major funds. All other governmental type funds are considered "nonmajor" and are reported in a single, aggregated column. Individual fund data for each of these nonmajor governmental funds is provided in the form of Combining Statements and Individual Fund Statements and Schedules section of this report.

Blended component units, which are legally separate entities in which the City and the entity have substantially the same governing body or the entity's debt is expected to be repaid almost entirely with resources from the City, are presented as funds of the primary government. The Community Redevelopment Agency (CRA) is the only blended component unit of the City.

Proprietary Funds. Proprietary funds provide the same type of information as the business-type activities in the government-wide financial statements, only in more detail. The proprietary fund financial statements can be found in the Basic Financial Statements section of this report.

The City of Pensacola maintains two types of proprietary funds: enterprise funds and internal service funds. The City uses enterprise funds to account for the assets, operation and maintenance of the City-owned natural gas service, garbage and trash service, port facility, and airport. Internal service funds are used to account for activities that provide goods and services to other City departments such as computers, telecommunications, fleet maintenance, insurance, 311 services, mail and engineering. Since internal service funds predominately benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Fiduciary Funds. The City of Pensacola is the plan sponsor for the General Pension, Firefighters' and Police Officers' retirement fund. The City is responsible for ensuring that the assets reported in these funds are used for their intended purposes. All of the City's fiduciary activities are reported in a separate statement of fiduciary net position and a statement of changes in net position. These activities are excluded from the government-wide financial statements because the assets cannot be used to support or finance the City's programs or operations. During fiscal year 2007, the City closed the General Pension requiring new general employees to participate in the Florida Retirement System (FRS) though the General Pension remains open for existing participants who chose not to participate in the FRS. During fiscal year 2013, the City closed the Police Officers' Retirement fund requiring new police employees to participate in the Florida Retirement System (FRS) though the Police Officers' Retirement fund remains open for existing participants who chose not to participate in the FRS.

Notes to the Financial Statements

The notes to the financial statements provide additional information that is essential to gain a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found as part of the Basic Financial Statements section of this report.

Other information

This report additionally includes Required Supplementary Information (RSI) containing schedules of the City's total Other Postemployment Benefits (OPEB) liability and the City's Net Pension Liability (NPL) and contributions for the City's three sponsored pension plans as well as the City's proportionate share in the Florida Retirement System pension plan and health insurance subsidy program. Combining statements for nonmajor governmental funds and internal service funds are included as well as budgetary comparisons for all debt service and nonmajor governmental funds. Additional information about the City can be found in the Statistical Section.

Government-Wide Financial Analysis

The City of Pensacola adopted the government-wide financial statement presentation. This reporting structure and measurement focus using accrual accounting for all of the government's activities was mandated by the Government Accounting Standards Board (GASB) in Statement No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*. Comparative data for fiscal years ending September 30, 2023 and 2022 is presented.

It is important to note that GASB Statement No. 68, *Accounting and Financial Reporting for Pensions; an amendment of GASB Statement No. 27*, requires governments that offer defined pension benefits to its employees to report on the face of its financial statements the unfunded pension obligation (the "Net Pension Liability"). In addition, GASB Statement No. 68 requires each local government participating in a defined benefit cost-sharing multiple-employer pension plans, such as the Florida Retirement System (FRS), to report on the face of its financial statements their proportionate share of the "collective" Net Pension Liability.

GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits other than pensions*, requires governments that offer other post-employment benefits (OPEB) to its employees to report on the face of its financial statements the total unfunded OPEB obligation (the “Total OPEB Liability”).

Both the Net Pension Liability and Total OPEB Liability are recorded at the fund level for proprietary activities and the allocated amount for governmental activities is presented at the government-wide level. The recording of the deferred inflows, deferred outflows, total pension liabilities and total OPEB liability for each of the City’s pension plans, the City’s proportionate share of the Florida Retirement System (FRS) and the City’s OPEB negatively impact the City’s unrestricted net position until all plans have been fully funded. In addition, pension and OPEB expense, which is a net result of the changes in deferred inflows, deferred outflows, total liabilities, can vary considerably over time, depending upon changes in the estimated costs due to such things as market fluctuations. This can result in highly variable income statement results. The governmental fund-level statements are not affected by these pronouncements which use a modified-accrual basis of accounting.

In October 2022, GASB Statement No. 96, Subscription-based Information Technology Arrangements (SBITA) was implemented and required the recognition of certain subscription-based information technology arrangements for governments that were previously recognized as outflows of resources based on the payment provisions of the contract. As a result of this Statement, the City recognized a SBITA liability and an intangible right-to-use asset in fiscal year 2023. The prior year’s balances were not restated for this change in the comparative schedules on the next page.

At year-end, the City is reporting positive balances in two of three categories of net position for governmental activities and all three categories for business-type activities.

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**Summary Statements of Net Position
September 30,**

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Current and other assets	\$ 78,956,806	\$ 78,470,470	\$ 150,873,471	\$ 129,621,277	\$ 229,830,277	\$ 208,091,747
Internal balances	42,371	(93,488)	(42,371)	93,488	0	0
Noncurrent assets	46,788,562	51,216,274	50,032,139	39,758,605	96,820,701	90,974,879
Capital assets	269,236,471	262,976,737	324,175,684	314,695,671	593,412,155	577,672,408
Total assets	<u>395,024,210</u>	<u>392,569,993</u>	<u>525,038,923</u>	<u>484,169,041</u>	<u>920,063,133</u>	<u>876,739,034</u>
Total deferred outflows of resources	<u>64,195,139</u>	<u>28,345,058</u>	<u>17,323,147</u>	<u>7,727,204</u>	<u>81,518,286</u>	<u>36,072,262</u>
Current and other liabilities	28,406,822	30,615,030	45,963,661	45,403,614	74,370,483	76,018,644
Noncurrent liabilities	208,598,988	180,927,359	71,890,488	70,326,400	280,489,476	251,253,759
Total liabilities	<u>237,005,810</u>	<u>211,542,389</u>	<u>117,854,149</u>	<u>115,730,014</u>	<u>354,859,959</u>	<u>327,272,403</u>
Total deferred inflows of resources	<u>21,104,157</u>	<u>51,052,503</u>	<u>29,859,870</u>	<u>28,359,727</u>	<u>50,964,027</u>	<u>79,412,230</u>
Net position:						
Net investment in capital assets,	197,105,128	192,144,576	282,278,975	268,611,152	479,384,103	460,755,728
Restricted	25,290,316	27,110,940	24,857,112	22,407,112	50,147,428	49,518,052
Unrestricted	(21,366,062)	(23,526,321)	87,511,964	67,423,400	66,145,902	43,897,079
Total net position	<u>\$ 201,029,382</u>	<u>\$ 195,729,195</u>	<u>\$ 394,648,051</u>	<u>\$ 358,441,664</u>	<u>\$ 595,677,433</u>	<u>\$ 554,170,859</u>

The total City's net investment in capital assets, such as land, roads, parks, buildings, intangible right to use assets, and machinery and equipment is presented less any outstanding debt related to the acquisition and accumulated depreciation of those assets. The City uses these capital assets to provide services to the citizens and consequently these assets are not available for future spending. Although the investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

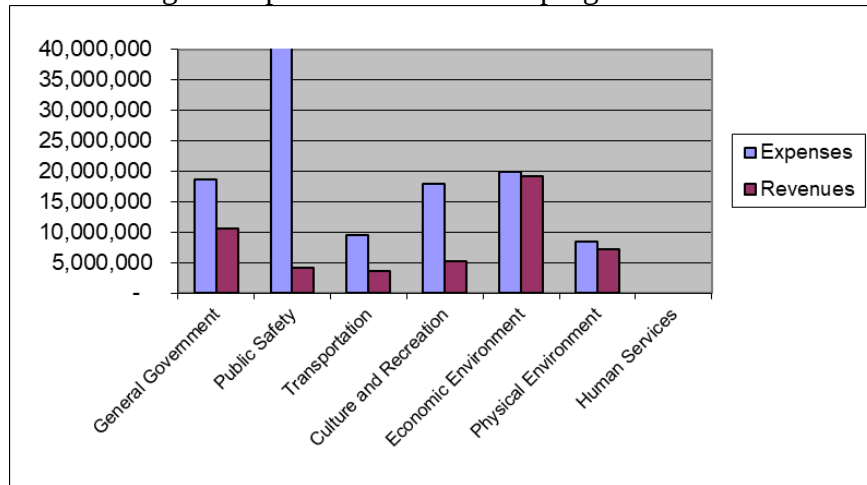
Restricted net position are resources subject to external restriction on how they may be used while unrestricted assets may be used to meet the City's ongoing obligations to citizens and creditors. Unrestricted net position represents 22.8% of total net position for business-type activities. Unrestricted net position for governmental activities is negative primarily due to the net pension liability of \$110,785,910 and total OPEB liability of \$7,894,149. These unfunded liabilities will continue to negatively impact unrestricted net position for future periods until all obligations have been fully funded. In addition, the unrestricted net position for governmental activities is negatively impacted due to the recognition of the City's long-term contribution to the Emerald Coast Utilities Authority (ECUA) totaling \$5,200,000 as of September 30, 2023. Since the commitment is a long-term liability and future revenue sources have been pledged for the annual payment of \$1.3 million it is expected that this commitment will continue to negatively impact unrestricted net position through fiscal year 2027.

Changes in Net Position Years Ended September 30,

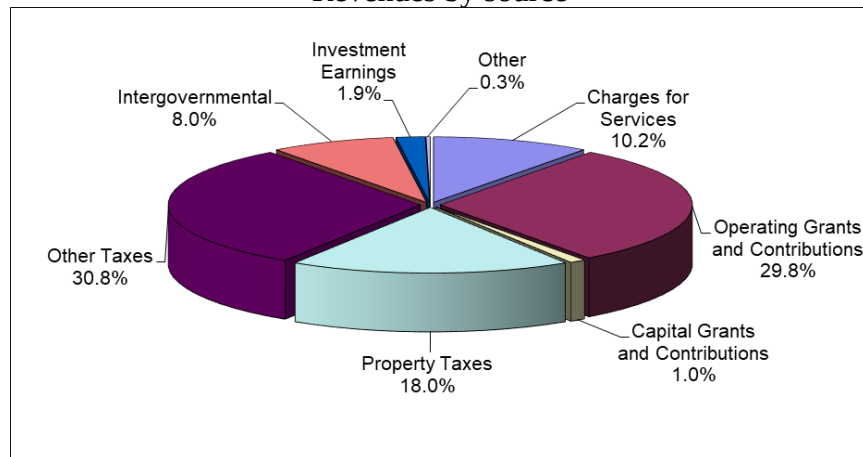
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues						
Program revenues:						
Charges for services	\$ 12,359,235	\$ 11,770,828	\$ 103,928,123	\$ 110,835,725	\$ 116,287,358	\$ 122,606,553
Operating grants and contributions	36,252,808	48,204,504			36,252,808	48,204,504
Capital grants and contributions	1,241,271	1,303,263	33,543,067	59,978,639	34,784,338	61,281,902
General revenues:						
Property taxes	21,873,778	19,640,104			21,873,778	19,640,104
Other taxes	37,500,156	36,600,360			37,500,156	36,600,360
Intergovernmental	9,754,477	9,831,242			9,754,477	9,831,242
Interest earnings	2,265,910	590,532	4,181,440	931,927	6,447,350	1,522,459
Insurance recoveries	0	272,997			0	272,997
Gain on sale of capital asset	97,367	65,623	9,200	60,760	106,567	126,383
Other	226,811	199,714	915,681	703,755	1,142,492	903,469
Total revenues	<u>121,571,813</u>	<u>128,479,167</u>	<u>142,577,511</u>	<u>172,510,806</u>	<u>264,149,324</u>	<u>300,989,973</u>
Expenses						
General government	18,703,847	18,281,895			18,703,847	18,281,895
Public safety	47,513,896	30,403,609			47,513,896	30,403,609
Transportation	9,579,297	8,616,365			9,579,297	8,616,365
Culture and recreation	17,947,317	18,695,537			17,947,317	18,695,537
Economic environment	19,906,544	18,189,837			19,906,544	18,189,837
Physical environment	8,444,383	5,331,122			8,444,383	5,331,122
Human services		21,666			0	21,666
Unallocated depreciation	1,638,021	1,682,419			1,638,021	1,682,419
Interest on long-term debt	2,589,840	2,726,705			2,589,840	2,726,705
Utility			50,567,655	55,485,713	50,567,655	55,485,713
Sanitation			8,778,303	8,030,569	8,778,303	8,030,569
Port			3,598,499	3,785,115	3,598,499	3,785,115
Airport			33,370,793	28,985,668	33,370,793	28,985,668
Total expenses	<u>126,323,145</u>	<u>103,949,155</u>	<u>96,315,250</u>	<u>96,287,065</u>	<u>222,638,395</u>	<u>200,236,220</u>
Increase (decrease) in net position before transfers and other items	(4,751,332)	24,530,012	46,262,261	76,223,741	41,510,929	100,753,753
Transfers in (out)	<u>10,051,519</u>	<u>10,293,304</u>	<u>(10,051,519)</u>	<u>(10,293,304)</u>	<u>0</u>	<u>0</u>
Increase (decrease) in net position	<u>5,300,187</u>	<u>34,823,316</u>	<u>36,210,742</u>	<u>65,930,437</u>	<u>41,510,929</u>	<u>100,753,753</u>
Net position at beginning of year	<u>195,729,195</u>	<u>160,264,854</u>	<u>358,441,664</u>	<u>292,348,162</u>	<u>554,170,859</u>	<u>452,613,016</u>
Change in accounting principle - Implementation of GASB 87		641,025		163,065	0	804,090
Implementation of GASB 96			(4,355)		(4,355)	0
Net position as restated	<u>195,729,195</u>	<u>160,905,879</u>	<u>358,437,309</u>	<u>292,511,227</u>	<u>554,166,504</u>	<u>453,417,106</u>
Net position at end of year	<u>\$ 201,029,382</u>	<u>\$ 195,729,195</u>	<u>\$ 394,648,051</u>	<u>\$ 358,441,664</u>	<u>\$ 595,677,433</u>	<u>\$ 554,170,859</u>

Governmental Activities Fiscal Year 2023

Program expenses matched with program revenues



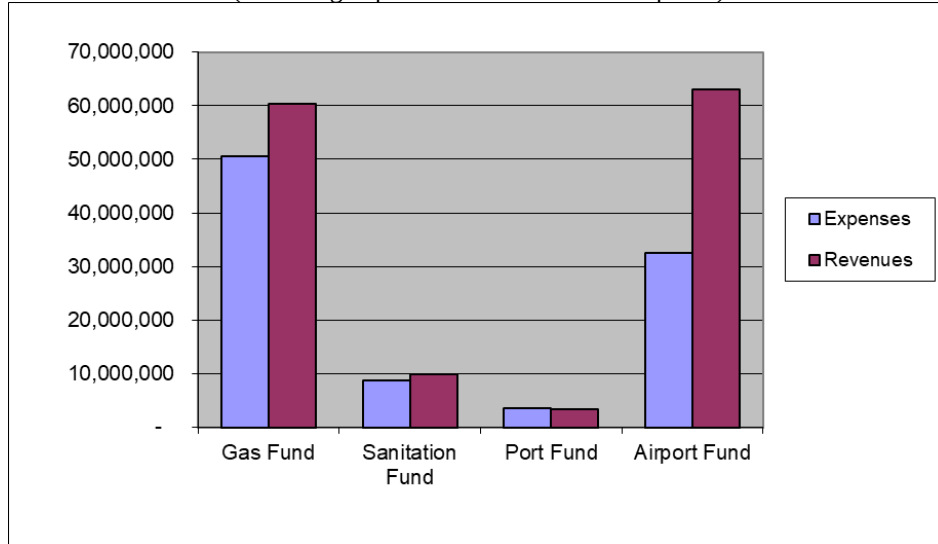
Revenues by source



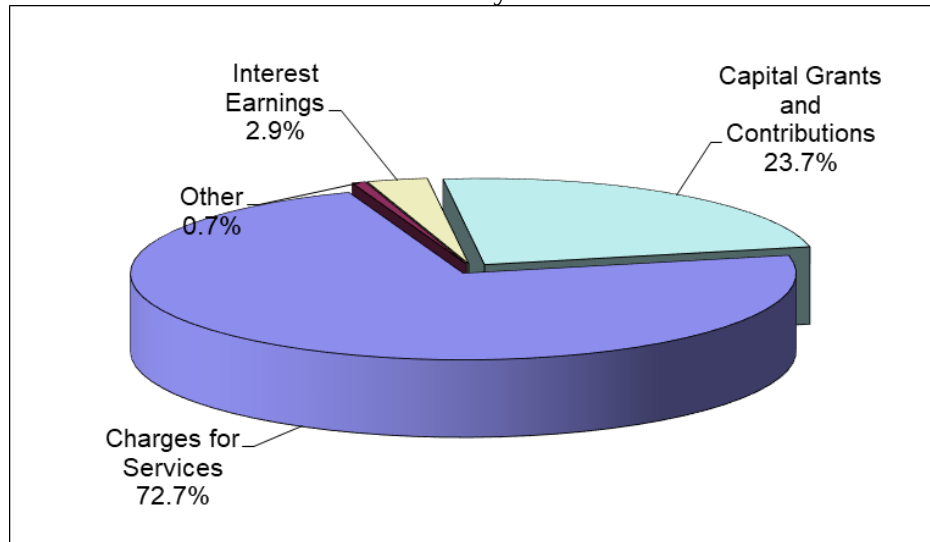
GASB Statement No. 34 reporting requires that functional expenses are matched with revenues that directly support the function. The increase in the current year net position for Governmental Activities on the Statement of Activities equaled \$5,300,187 which was a decrease of \$29,523,129 from the prior year. The majority of the decrease is attributed to the \$11,951,696 decrease in operating grants and donations and an increase of \$17,110,287 in public safety expenses. The bar chart above gives a clear indication of which functions are dependant on general revenues to support their operations. Public Safety has the largest differences as this function is traditionally supported by taxes. Taxes, investment earnings and other revenues are classified as general revenues of the government.

Business-type Activities Fiscal Year 2023

Expenses compared to *charges for services* revenues
(Including depreciation and bad debt expense)



Revenues by Source



The increase in current year net position for Business-type Activities on the Statement of Activities totaled \$36,210,742. The Utility Fund increased \$1,589,582, the Sanitation Fund increased \$770,115, the Port Fund increased \$250,606 and Airport Fund increased \$33,600,439. All funds charged fees sufficient to cover operations when excluding depreciation. An explanation of these fluxes can be seen in the Financial Analysis of the Government's Funds section below.

Financial Analysis of the Government's Funds

The City of Pensacola uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental funds. The focus of governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of September 30, 2023, the City's governmental funds reported combined fund balances of \$84,123,505, a decrease of \$740,146 (01.1%) over the prior fiscal year.

Non-spendable and restricted governmental funds balance of \$40,291,532 are available to meet current commitments in the next fiscal year. Non-spendable fund balance of \$86,115 is for prepaid expenditures and inventory. Restricted fund balance is broken down as; \$323,788 is for Saenger capital reserves; \$8,085,373 is for debt service requirements; \$16,867,897 is for community development projects and \$14,928,359 is for other purposes related to contractual obligations. This leaves a remaining unrestricted fund balance of \$43,831,973.

Below is a comparative chart for the City's "major" funds; General Fund, Housing Assistance Payments Fund, American Rescue Plan Act Fund and the Local Option Sales Tax Fund.

Major Fund Information

	<u>General Fund</u>	<u>Housing Assistance Payments Fund</u>	<u>American Rescue Plan Act Fund</u>	<u>Local Option Sales Tax Fund</u>
Fiscal Year 2023				
Revenues and other sources	\$ 68,093,355	\$ 17,804,804	\$ 2,873,525	12,307,158
Expenditures and other outlays	(65,879,144)	(18,466,079)	(2,873,525)	(15,419,506)
Increase (decrease) in fund balance	<u>\$ 2,214,211</u>	<u>\$ (661,275)</u>	<u>\$ 0</u>	<u>\$ (3,112,348)</u>
Fiscal Year 2022				
Revenues and other sources	\$ 63,344,107	\$ 17,236,572	\$ 6,001,807	12,516,807
Expenditures and other outlays	(60,466,333)	(17,748,232)	(5,594,398)	(10,281,374)
Increase (decrease) in fund balance	<u>\$ 2,877,774</u>	<u>\$ (511,660)</u>	<u>\$ 407,409</u>	<u>\$ 2,235,433</u>

The General Fund is the main operating fund of the City. At September 30, 2023, total fund balance in the General Fund was \$31,236,071, an increase of \$2,214,211 (7.6%) from beginning fund balance. The unrestricted portion of fund balance was \$28,752,220, however \$14,398,520 is committed for the Council Reserve, \$22,316 is committed for park purchases, \$507,826 is committed for the tree planting trust fund, \$5,100,000 is assigned for future fund balance draw downs, \$513,793 is assigned for assessments, \$449,140 is assigned for housing initiatives, \$275,000 is assigned for Wayside Park repairs, \$2,500,000 actuarial unfunded pension liability, 27,184 for lien amnesty, and \$2,550,000 is assigned for anticipated match requirements needed for Hurricane Sally leaving an unassigned fund balance of \$2,408,440.

Since the City budgets for expenditures in the General Fund based on anticipated revenues, changes to fund balance are a result of the difference in budget verses actual revenues and expenditures. Fiscal year 2023 actual revenues exceeded the original budget by \$4,193,691. The majority of the increase was made up of \$477,532 in taxes, \$817,852 in franchise fees, \$953,077 2023 actual expenditures came in over the original budget (less the anticipated fund balance drawdown of \$1.7 million) by \$195,817.

As a measure of the General Fund's liquidity, a comparison of both total and unrestricted fund balances compared with total fund operating expenditures shows percentages of 53.1% and 48.9%, respectively. The Government Finance Officer's Association (GFOA) Best Practice recommendation is for a government to maintain in its General Fund unrestricted fund balance no less than two months of General Fund operating expenditures. At 48.9% of unrestricted fund balance, this provides more than six months of coverage.

The Housing Assistance Payments Fund had a total fund balance at year-end of \$2,179,251, a decrease of \$661,274 (23.2%). Fund balance of \$1,032 is non-spendable and \$2,178,219 is restricted for housing assistance payments as required by the Department of Housing and Urban Development (HUD). Changes to fund balance are a function of federal funding by the HUD and the operating efficiency employed by the City's Housing staff. Fluctuations can be large or small depending on the goals of the federal government programs. The decrease in fiscal year 2023 fund balance is due to an increase in spending to combat the growing number of homeless families nationally through HUD's Housing Choice Voucher (HCV) CARES Act funding.

The American Rescue Plan Act (Act) Fund had zero fund balance at year-end. The Act allows revenue replacement for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to revenues collected in the most recent fiscal year prior to the emergency. Finance has calculated the revenue loss based on guidance from the Department of Treasury and identified funds which revenues were hit the hardest by the COVID-19 pandemic. Operating transfers from the American Rescue Plan Act Fund (ARPA Fund) were made directly to the following funds: the Parking Management Fund, Recreation Fund and Community Maritime Park Management Fund.

The Local Option Sales Tax (LOST) Fund had a total fund balance of \$2,276,058 at year-end, a decrease of \$3,112,348. Restricted fund balance of \$4,501,912 is comprised of \$2,430,929 in debt service restrictions and \$2,070,983 in third party contract restrictions leaving an unrestricted fund balance of \$(2,225,854). The decrease in fiscal year 2023 fund balance is due to the planned

completion of capital projects which were to be funded with future local option sales tax revenues.

Proprietary Funds. Proprietary fund statements provide the same information as in the business-type activities column of the government-wide statements, but in greater detail, and on a fund basis for enterprise funds and the internal service funds. All of the City's enterprise funds are classified as major funds.

Enterprise Funds.

The City of Pensacola does not budget for depreciation, bad debt expense, unfunded pension obligations or other postemployment benefits. However, personal cost, operating expenses, capital outlay, and principal and interest payments are budgeted.

The Utility Fund had a total net position of \$80,368,092 at fiscal year-end, an increase of \$1,574,669 (2%) over the prior fiscal year. Pensacola Energy operated at a profit of \$11,733,955 before depreciation expense of \$3,129,712 and an \$8,000,000 transfer to the General Fund; a decrease from last fiscal year by \$4,723,272. Operating revenue decreased by \$9,877,740 (14.1%) during fiscal year 2023 and operating expenses decrease by \$5,154,418 (9.61%). The primary reason for the decrease in operating revenue and operating expenses is the result of a decrease in the cost of natural gas; the cost of natural gas is passed on to the customer directly affecting charges for services revenue. In fiscal year 2023, the cost of natural gas decreased by \$9,198,980. Offsetting the decrease in fuel cost, the cost of materials and supplies increased by \$842,588 from the prior year. The salaries and employee benefits line item of the financial statements increased approximately by \$865,488 and there was a \$2,435,813 increase in pension expenses in fiscal year 2023. The pension expense can vary considerably over time, depending upon changes in the estimated actuarial costs and fluctuations in the market resulting in highly variable income statement results in years where there are large gains or losses in the market.

The Sanitation Fund had a total net position of \$3,632,579 at fiscal year-end, an increase of \$780,673 (27.3%) over the prior fiscal year. Sanitation Services operated at a profit of \$1,433,240 before depreciation expense of \$730,945; a decrease from last fiscal year by \$136,319. Operating revenue increased by \$474,438 (5%) during fiscal year 2023 and expenses increased by \$610,757 (7.5%). The primary reason for the increase in operating revenue over the prior fiscal year can be linked to an increase in customer base and increase in rates. In addition, revenues for franchise fees increased by \$20,489. Offsetting the increase, the revenues for code enforcement decreased by \$113,476 from the prior year. While increases in pension expenses increased operating expenses by \$977,519, there was a light decrease to salaries and benefits, repairs and maintenance, materials and supplies, office and utilities, landfill fees and overhead allocation to offset the pension expenses increase.

The Port Fund had a total net position of \$18,825,261 at the end of the fiscal year-end, an increase of \$253,606 (1.3%) from the prior fiscal year. The Port operated at a profit of \$457,441 before depreciation expense of \$1,131,653; an increase from last fiscal year by \$386,681. Operating revenues increased by \$278,905 (9.6%) and expenses decreased by \$107,776 (4%). The primary reason for the increase in operating revenue can be linked to increased vessel

activity at the Port. The increase in expenses can be linked to a \$269,299 increase in pension expenses as reported in the salaries and employee benefits line item of the financial statements. Operating expenses excluding salaries and benefits decreased by \$406,418 primarily in repairs and maintenance and contractual services.

The Airport Fund had a total net position of \$291,822,119 at fiscal year-end, an increase of \$33,600,439 (13%) over the prior fiscal year. The Airport operated at a profit of \$10,580,303 before depreciation expense of \$12,057,036; a decrease from last fiscal year of \$1,820,043. The Airport Fund's operating revenues increased by \$1,675,590 (5.8%) in fiscal year 2023 and expenses increased by \$3,495,633 (21.2%). The primary reason for the increase in revenues is increased passenger traffic. The airline revenues increased by \$648,886. In addition, an 8.6% increase in passenger traffic resulted in a \$1.7 million increase in non-airline revenues, primarily in parking (\$1.3 million). The increase in expense can be linked to a \$1,779,277 increase pension expense as reported in the salaries and employee benefits line item of the financial statements. In addition, contractual services increased by \$727,522 mainly related to Airport's parking management, janitorial services and advertising contracts and an increase of \$607,695 in operating mainly related to repairs and maintenance and liability insurance for the Airport.

The chart below shows the operating income of each enterprise fund. The chart includes depreciation, bad debt expense and other post-employment benefits.

	Operating Income (Loss)	
	2023	2022
Utility Fund	\$ 8,604,243	\$ 13,390,007
Sanitation Fund	702,295	940,487
Port Fund	(674,212)	(1,105,333)
Airport Fund	(1,468,733)	617,043
Total	<u>\$ 7,163,593</u>	<u>\$ 13,842,204</u>

Internal Service Funds

The internal service funds are designed to recover the internal costs of general services provided to other city departments. The decrease in total net position for all internal service funds was \$289,887. The City's Insurance Retention Fund decreased by \$359,932 and the Central Services Fund increased by \$70,045. Although there was a decrease in operating expenses such as salaries, contractual services, and office and utilities there was increase of \$1,499,074 in premiums and claims expenses for the Insurance Retention Fund. The Central Services Fund saw an increase of \$372,536 in charges for services. The 311 Call Services was added to the Central Services fund in fiscal year 2023 which increased the revenues by \$215,880 and increased expenses by \$51,545 mostly in salaries and benefits line item. Pension expenses increased in the internal services funds by \$1,098,831 from the prior year. The pension expense can vary considerably over time, depending upon changes in the estimated actuarial costs and fluctuations in the market resulting in highly variable income statement results in years where there are large gains or losses in the market.

General Fund Budgetary Highlights

In accordance with Chapter 166.241, Florida Statutes, the Mayor or his designee may authorize budget amendments if the total appropriations of the fund are not changed. The Mayor has established budgetary control within each fund at the line item. Amounts may be transferred between departmental line items or between departments within a fund provided no transfer shall be made contrary to Florida Statute. Amounts to be transferred require the approval of the Mayor or his designee; however, amounts appropriated for capital outlay can only be transferred from the capital outlay category with City Council approval. The budgetary changes as described below were a necessary part for overall operations of the City's activities reported in the General Fund.

The final budget as compared with the original budget for the General Fund estimated revenues increased by \$1,188,062 (2.1%) during fiscal year 2023. The majority of the increase was made up of \$558,895 in charges for services and \$464,167 in donations.

The final appropriations in the General Fund as compared with the original budget increased by \$7,286,071 (2.1%) in fiscal year 2023. The primary reason for the increase relates to:

- An increase in appropriations for general government of \$2,534,750 is primarily related to carryforwards from the prior fiscal year budget to cover open encumbrances and projects. Some of the larger carryforwards included \$499,334 related to City Council unspent project budget, approximately \$210,000 for new grant writing staffing and \$300,000 for the Citywide strategic plan.
- An increase in appropriations for public safety in the amount of \$938,890 is primarily related to the carryforward from the prior fiscal year budget to cover open encumbrances and projects as well as \$670,514 for capital purchases and contractual services.
- An increase in appropriations for transportation in the amount of \$1,932,326 is primarily related to the carryforward from the prior fiscal year budget to cover open encumbrances and projects.
- An increase in appropriations for culture and recreation in the amount of \$1,376,833 is related to the carryforward from the prior fiscal year budget to cover open encumbrances and projects. Some of the larger carryforwards included \$636,274 related to the Tree Trust fund and \$437,982 related to the Saenger Capital account.
- An increase in appropriations for economic environment in the amount of \$503,272 is primarily related to the carryforward from the prior fiscal year budget for the City's housing initiatives program as well as outside agency funding.

Capital Asset and Debt Administration

Capital Assets. As of year-end, the City had \$479,384,103 net investment in capital assets. Governmental activities accounted for \$197,105,128 and business-type activities accounted for \$282,278,975. This investment in capital assets includes land, buildings, improvements, machinery and equipment and infrastructure.

Major capital asset additions/completions during the current fiscal year include the following:

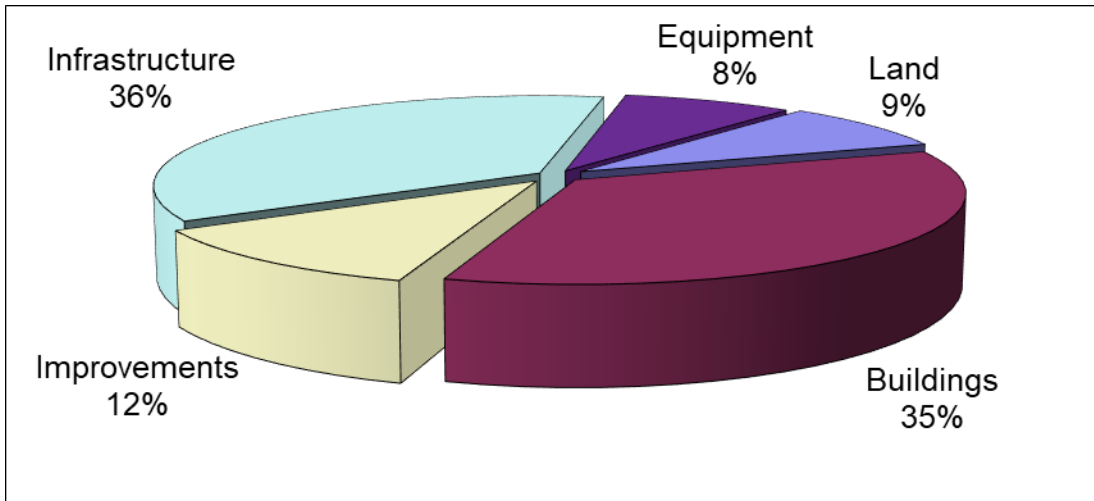
Governmental Activities

- Stormwater, street and traffic and sidewalk capital projects \$4,759,582
- Athletic facility, resource center and park improvements \$7,026,878
- Parks and Recreation vehicles & equipment \$626,897
- Fire vehicles and equipment \$653,653
- Police vehicles and equipment \$1,525,292
- Public Works vehicles and equipment \$509,528

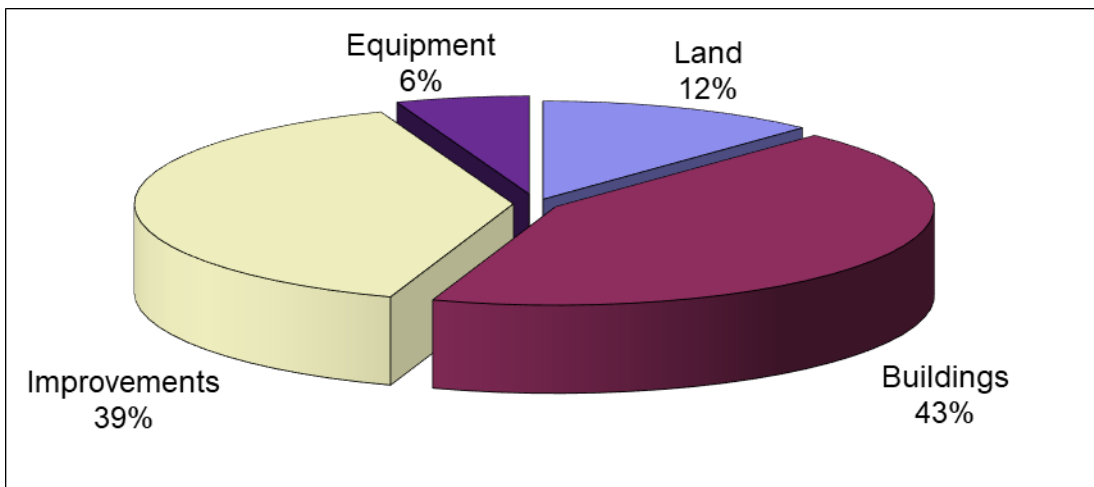
Business-type Activities

- Pensacola Energy natural gas utility improvements \$5,525,130
- Pensacola Energy large equipment \$449,537
- Pensacola Energy vehicles \$52,046
- Sanitation garbage trucks \$198,215
- Port equipment \$176,139
- Port warehouse improvements \$1,195,320
- Port Cathodic Protection Improvements \$510,752
- Airport vehicles \$127,495
- Airport customs & border protection building and equipment \$5,071,683
- Airport VT Hanger and improvements \$60,954,601
- Airport baggage handling system \$220,204
- Airport AOC communication upgrades \$271,322
- Technology Resources network equipment \$368,979
- Engineering vehicles \$78,118

**Governmental Activities
Capital Assets net of depreciation**



**Business-type Activities
Capital Assets net of depreciation**



Additional details about the City's capital assets can be found in Section III, C, of the Notes of this report. The City has two capital plans. The first is required by Florida's growth management legislation and is an element of the City's comprehensive plan. The second is a broader plan and covers all infrastructure needs of the City. This plan is two-part; the first is transportation funded by the Local Option Gasoline Tax (LOGT) and stormwater funded with a transfer from the General Fund totaling up to \$2,735,000. The second is referred to as the LOST IV Plan and is funded by LOST collections. Additional details of the capital plans are available in the City's annual budget which is available on the City's website.

Long-term Debt. At the end of fiscal year 2023, the City had total non-self-supporting bonded debt of \$85,148,180 and self-supporting bonded debt of \$42,056,000. Governmental activities have notes payable in the amount of \$85,148,180 and Business-type activities have notes payable in the amount of \$42,056,000. The City has no general obligation debt.

The City does not borrow for operating needs. All of its outstanding long-term indebtedness is for capital needs only. The direct debt per capita (population 53,876) as of September 30, 2023 is as follows:

Local Option Sales Tax Debt	\$ 14,412,000	Per capita \$ 268
Local Option Gas Tax Debt	5,924,000	Per capita 110
Eastside Redevelopment Area Debt	988,000	Per capita 18
Westside Redevelopment Area Debt	3,087,000	Per capita 57
Urban Core Redevelopment Area Debt	60,737,180	Per capita 1,127
Total	<u>\$ 85,148,180</u>	<u>\$ 1,580</u>

The Local Option Sales Tax Debt is supported by local option sales tax collections and is payable through October 2028.

The Local Option Gas Tax Debt is supported by local option gasoline tax collections. On July 23, 2015 the Board of County Commissioners extended the Six-Cent Local Option Gasoline Tax (LOGT) for an additional 10 years and four months beginning September 1, 2016 through December 31, 2026. In the event that LOGT is insufficient to pay debt service, the loan is furthered secured by a covenant to budget and appropriate from the City's non-ad valorem revenues and is payable through 2026.

The Eastside Redevelopment Area Debt is supported by Tax Increment Revenues derived from the Eastside Redevelopment Area and in the event that these revenues are insufficient to pay debt service, the loan is furthered secured by the Local Business Tax and is payable through 2037.

The Westside Redevelopment Area Debt is supported by Tax Increment Revenues derived from the Westside Redevelopment Area and in the event that these revenues are insufficient to pay debt service, the loan is furthered secured by the Local Business Tax and is payable through 2037.

The Urban Core Redevelopment Area Debt is supported by Tax Increment Revenues derived from the Urban Core Redevelopment Area and in the event that these revenues are insufficient to pay debt service, the loan is furthered secured by certain non-ad valorem revenues budgeted and appropriated therefore pursuant to a Covenant to Budget and Appropriate and is payable through 2043.

All required principal and interest payments on outstanding debt were remitted timely and in full. The reserve requirements and deposits into the debt service funds mandated by the bond covenant remain funded at or above the prescribed levels at fiscal year-end.

As of September 30, 2023, the only bonded debt the City had outstanding were bank issued. Therefore, the ratings below will not be updated unless the City specifically request a review by one of the rating agencies.

On March 28, 2019 Fitch Ratings (“Fitch”) affirmed an implied general obligation rating for the City of “AA+” and on October 16, 2009 Standard & Poor’s Ratings Services (“Standard & Poor’s”) affirmed its “AA” on the City’s Issuer Credit Rating.

On October 17, 2017 Standard & Poor’s affirmed a long-term rating of “BBB”, on October 10, 2017 Fitch affirmed a rating of “BBB-” and on May 30, 2017 Moody’s Investors Service, Inc. (“Moody’s”) affirmed a long-term rating of “Baa1” on the City’s Airport Revenue Bonds. Standard & Poor’s and Fitch assigned a Positive outlook and Moody’s assigned Stable outlooks in conjunction with the ratings on the City’s Airport Revenue Bonds.

The fluctuations of the financial market and downgrades or potential downgrades of bond insurers’ ratings have had no material effect on principal and interest payments made by the City, or the City’s underlying bond ratings. All required principal and interest payments have been remitted timely and in full.

Additional detail about long-term debt can be found in the Notes to the Financial Statements; Note III, Long-term debt.

Economic Factors and Next Year’s Budgets and Rates

The City’s fiscal year 2024 budget totals \$313,871,700. Of this, \$72 million is for the General Fund, \$144.3 million is for enterprise funds, and the remaining \$97.4 million is for various special revenue, debt service, capital projects, and internal services funds. The General Fund consists of governmental services such as general administration, public safety, parks and recreation, and public works. Enterprise Funds consist of a Utility Fund, Sanitation Fund, Port Fund and Airport Fund. These enterprise Funds are expected to be self-supporting, on a cash-flow basis, from user fees for services.

The General Fund is expected to see \$6.3 million in revenue growth. The estimated 12.35 percent growth in property valuations will amount to an additional \$2,411,200 in gross Property Tax revenue. After the required transfers to the Tax Increment Financing Districts, the net additional Property Tax Revenue is \$1,705,700. Franchise Fees and Public Service Tax Revenues are projected to increase 3.71% or \$691,00 in anticipation of a normal winter as well as the cost of energy. The Utility fund is expected to see \$1.9 million increase in budgeted revenues. The significant increase in revenues for fiscal year 2024 is due to anticipated increases in the cost of natural gas, thus increasing revenues as the cost of gas is passed onto the customer through rates and charges. The CPI increase for fiscal year 2024 is 5%, and an increase to the gas rates are anticipated for fiscal year 2024, however, the budget does not reflect an increase and any adjustments that may occur. The Sanitation Fund is expected to see \$320,000 increase in revenues. The majority of the increase is related to increase in rates and charges. The Port Fund is expected to see \$116,700 decrease in revenues. The decreased is based on historical trend information on vessel activity levels as well as current and prospective lease agreements. The

Airport Fund is expected to see \$7.6 million increase in revenues. Non-airline revenues such as restaurant and lounge, hanger/ground leases, parking lot, and rental car customer facility charge revenues are projected to increase to a total of \$4,818,000 due to the increase in passenger traffic through the Airport. Charges to the airlines such as loading Bridge fees, landing fees, apron area rentals, and airline rentals are projected to increase by \$2,906,000 based on the agreements with the airlines.

Personnel costs account for \$90,504,100 of the City's fiscal year 2024 budget (28.8%). The fiscal year 2024 budget includes various organizational improvements that include the addition of seven, bringing the total number of budgeted executive branch positions to 890. In addition to the new positions, the fiscal year 2024 budget provides a 3.0% increase for employees represented by AFSCME, a 4% for Police Officers and Police Sergeants, a 3% for Police Lieutenants. A three-year agreement with the Fire Union ended in fiscal year 2023 and negotiations are currently underway with the Fire Union. Once an agreement has been ratified by the City Council, a supplemental budget resolution will be brought before the City Council to appropriate the funds for the agreement with the Fire Union. For those employees not covered by a collective bargaining unit, a 3.0% based CPI pay adjustment as prescribed by the Human Resources Manual is included in the budget.

On June 09, 2010, the City Council approved Resolution No. 31-10 which established the Fund Balance Policy of Governmental Funds as well as committed the Council Reserves Fund Balance in the General Fund. On October 9, 2014, the City Council approved the same Council Reserve Policy by Ordinance, amending chapter 3-1 of the Code of the City of Pensacola, Florida; creating section 3-1-13. The Fund Balance Policy states that a minimum reserve of 20 percent of beginning adopted appropriations should be maintained in the General Fund as a Council Reserve. The minimum reserve was initially adopted as part of the Financial Planning and Administration Policy on July 23, 1998. The existing General Fund reserve balance (shown on the face of the financial statements as "Council Reserve") totaled \$14,398,521. The \$14.0 million balance represents 20% of fiscal year 2024 budgeted General Fund appropriations. This marks the sixteenth consecutive year the minimum reserve has been accomplished since the initial adoption of the reserve policy.

The City's financial policy states that non-recurring revenues should be used only to finance non-recurring expenditures. City Council revised the Financial Planning and Administration Policy in fiscal year 2007 to stipulate that the General Fund's maximum amount of appropriated beginning fund balance should not be more than three percent of budgeted revenues.

Request for Information

This financial report is designed to provide a general overview of the City of Pensacola's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, PO Box 12910, Pensacola, Florida 32521. The City of Pensacola's website address is www.cityofpensacola.com.

BASIC FINANCIAL STATEMENTS

CITY OF PENSACOLA, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	Primary Government			Component Unit
	Governmental	Business-type		Downtown
	Activities	Activities	Total	Improvement
				Board
ASSETS				
Current assets				
Cash and cash equivalents	\$ 25,912,806	\$ 27,136,790	\$ 53,049,596	\$ 343,037
Other cash	8,682		8,682	
Investments	27,917,808	32,478,105	60,395,913	
Accrued interest	2,071,623	113,373	2,184,996	
Receivables (net of allowances)				
Accounts	2,854,828	6,891,280	9,746,108	2,016
Demolition assessments	16,275		16,275	
Internal balances	42,371	(42,371)	-	
Due from other governments	6,769,604	6,764,314	13,533,918	
Inventory	1,530,809		1,530,809	
Lease receivable	188,509	1,356,984	1,545,493	
Prepays and deposits	382,445	211,493	593,938	16,049
Restricted assets				
Restricted cash and cash equivalents	5,145,331	34,559,413	39,704,744	
Investments	6,158,086	41,361,719	47,519,805	
Total current assets	78,999,177	150,831,100	229,830,277	361,102
Noncurrent assets				
Cash and cash equivalents	13,023,836		13,023,836	
Investments	15,587,309		15,587,309	
Intangible asset		88,019	88,019	
Note receivable	784,721		784,721	
Lease receivable	8,066,460	25,087,009	33,153,469	
Restricted assets				
Cash and cash equivalents	4,208,901	11,314,994	15,523,895	
Investments	5,037,335	13,542,117	18,579,452	
Capital assets				
Non-depreciable	37,534,192	42,595,470	80,129,662	
Depreciable (net)	231,399,913	281,227,747	512,627,660	109,634
Intangible right-to-use asset (net)	302,366	352,467	654,833	
Total noncurrent assets	315,945,033	374,207,823	690,152,856	109,634
Total assets	394,944,210	525,038,923	919,983,133	470,736
DEFERRED OUTFLOWS OF RESOURCES				
Deferred loss on early retirement debt	127,086	455,322	582,408	
Deferred pension	62,458,350	16,249,654	78,708,004	
Deferred OPEB	1,609,703	618,171	2,227,874	
Total deferred outflows of resources	64,195,139	17,323,147	81,518,286	0

(continued)

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	Downtown Improvement Board
LIABILITIES				
Current liabilities				
Accounts payable	\$ 1,481,425	\$ 2,876,100	\$ 4,357,525	\$ 18,813
Contracts payable	1,771,649	1,285,058	3,056,707	
Contracts payable - retainage	161,671	823,366	985,037	
Accrued interest payable	499	376	875	
Due to other governments	51,129	9,750	60,879	
Wages and benefits payable	3,213,701		3,213,701	
Compensated absences payable	617,576	799,105	1,416,681	
Deposits	357,673	277,204	634,877	
Claims and judgments payable	2,195,524		2,195,524	
Unearned revenue	9,876,658	34,194,535	44,071,193	5,000
Lease payable	64,691	11,161	75,852	
SBITA payable	47,236	101,442	148,678	
OPEB Liability	305,442	122,371	427,813	
Payable from restricted assets				
Due to other governments	1,300,000		1,300,000	
Bonds/Notes payable	5,724,612	4,777,000	10,501,612	
Accrued interest payable	1,237,336	686,193	1,923,529	
Total current liabilities	<u>28,406,822</u>	<u>45,963,661</u>	<u>74,370,483</u>	<u>23,813</u>
Noncurrent liabilities				
Due to other governments	3,900,000		3,900,000	
Compensated absences payable	4,931,742	1,391,792	6,323,534	1,360
Claims and judgments payable	1,825,336		1,825,336	
Bonds/Notes payable	79,423,568	37,279,000	116,702,568	
Lease payable	95,044	271,447	366,491	
SBITA payable	48,681		48,681	
Net pension liability	110,785,910	30,043,580	140,829,490	
OPEB liability	7,588,707	2,904,669	10,493,376	
Total noncurrent liabilities	<u>208,598,988</u>	<u>71,890,488</u>	<u>280,489,476</u>	<u>1,360</u>
Total liabilities	<u>237,005,810</u>	<u>117,854,149</u>	<u>354,859,959</u>	<u>25,173</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred gain on early retirement	292,299		292,299	
Deferred pension	4,268,947	430,468	4,699,415	
Deferred OPEB	9,064,530	3,562,609	12,627,139	
Leases	7,478,381	25,866,793	33,345,174	
Total deferred outflows of resources	<u>21,104,157</u>	<u>29,859,870</u>	<u>50,964,027</u>	<u>0</u>
NET POSITION				
Net investment in capital assets	197,105,128	282,278,975	479,384,103	109,634
Restricted for				
Capital projects	(1,619,390)		(1,619,390)	
Debt service	10,646,764	3,369,612	14,016,376	
Community redevelopment	6,382,928		6,382,928	
Federal housing program	2,179,251		2,179,251	
Other purposes	7,700,763		7,700,763	
Renewal and replacement		15,622,000	15,622,000	
Operations and maintenance		5,865,500	5,865,500	
Unrestricted	<u>(21,366,062)</u>	<u>87,511,964</u>	<u>66,145,902</u>	<u>335,929</u>
Total net position	<u>\$ 201,029,382</u>	<u>\$ 394,648,051</u>	<u>\$ 595,677,433</u>	<u>\$ 445,563</u>

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023

<u>Function/Programs</u>	<u>Program Revenues</u>			
	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>
Primary government				
Governmental activities:				
General government	\$ 18,703,847	\$ 316,530	\$ 10,204,953	\$ 70,829
Public safety	47,513,896	3,877,867	151,760	23,883
Transportation	9,579,297	2,080,499	1,533,762	
Culture and recreation	17,947,317	2,941,634	1,312,480	937,021
Economic environment	19,906,544		19,073,425	101,958
Physical environment	8,444,383	3,142,705	3,976,428	107,580
Unallocated depreciation	1,638,021			
Interest on long-term debt	2,589,840			
Total governmental activities	<u>126,323,145</u>	<u>12,359,235</u>	<u>36,252,808</u>	<u>1,241,271</u>
Business-type activities:				
Utility	50,567,655	59,780,737		538,692
Sanitation	8,778,303	9,946,996		
Port	3,598,499	2,870,396		565,083
Airport	33,370,793	31,329,994		32,439,292
Total business-type activities	<u>96,315,250</u>	<u>103,928,123</u>	<u>-</u>	<u>33,543,067</u>
Total primary government	<u>\$ 222,638,395</u>	<u>\$ 116,287,358</u>	<u>\$ 36,252,808</u>	<u>\$ 34,784,338</u>
Component unit:				
Downtown Improvement Board	\$ 1,367,607	\$ 266,506	\$ 404,624	\$ -
Total component units	<u>\$ 1,367,607</u>	<u>\$ 266,506</u>	<u>\$ 404,624</u>	<u>\$ -</u>

(continued)

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Net (Expenses) Revenue and Changes in Net Position			Component Unit
	Primary Government			Downtown Improvement Board
Function/Programs	Governmental Activities	Business-type Activities	Total	
Primary government				
Governmental activities:				
General government	\$ (8,111,535)		\$ (8,111,535)	
Public safety	(43,460,386)		(43,460,386)	
Transportation	(5,965,036)		(5,965,036)	
Culture and recreation	(12,756,182)		(12,756,182)	
Economic environment	(731,161)		(731,161)	
Physical environment	(1,217,670)		(1,217,670)	
Unallocated depreciation	(1,638,021)		(1,638,021)	
Interest on long-term debt	(2,589,840)		(2,589,840)	
Total governmental activities	(76,469,831)		(76,469,831)	
Business-type activities:				
Utility		\$ 9,751,774	9,751,774	
Sanitation		1,168,693	1,168,693	
Port		(163,020)	(163,020)	
Airport		30,398,493	30,398,493	
Total business-type activities		41,155,940	41,155,940	
Total primary government	(76,469,831)	41,155,940	(35,313,891)	
Component unit:				
Downtown Improvement Board				\$ (696,477)
Total component units				
General revenues:				
Property taxes	21,873,778		21,873,778	681,801
Public service taxes	9,765,527		9,765,527	
Franchise fees	10,189,852		10,189,852	
Communication service tax	2,934,967		2,934,967	
Local business tax	938,060		938,060	
Local option gasoline tax	1,477,395		1,477,395	
Local option sales tax	12,194,355		12,194,355	
Unrestricted intergovernmental revenues	9,754,477		9,754,477	
Unrestricted investment earnings	2,265,910	4,181,440	6,447,350	
Insurance recoveries			-	
Gain on sale of capital asset	97,367	9,200	106,567	
Miscellaneous	226,811	915,681	1,142,492	10,053
Transfers	7,229,019	(7,229,019)	-	
Overhead transfers	2,822,500	(2,822,500)	-	
Total general revenues, transfers, and other items	81,770,018	(4,945,198)	76,824,820	691,854
Special item- Parking Operations Transfer			-	
Change in net position	5,300,187	36,210,742	41,510,929	(4,623)
Net position at beginning of year	195,729,195	358,441,664	554,170,859	450,186
Change in accounting principle - Implementation of GASB 96		(4,355)	(4,355)	
Net position at beginning of year, as restated	195,729,195	358,437,309	554,166,504	450,186
Net position September 30, 2023	\$ 201,029,382	\$ 394,648,051	\$ 595,677,433	\$ 445,563

The accompanying notes are an integral part of these financial statements.

**CITY OF PENSACOLA, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	<u>General Fund</u>	<u>Housing Assistance Payments</u>	<u>American Rescue Plan Act Fund</u>	<u>Local Option Sales Tax Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS						
Cash and cash equivalents	\$ 13,269,063	\$ 1,905,918	\$ 4,091,087	\$	\$ 16,674,803	\$ 35,940,871
Other cash					8,682	8,682
Investments	14,726,965	339,501	4,896,332		19,956,893	39,919,691
Accrued interest	1,997,086				74,537	2,071,623
Accounts receivable (net of allowances)	1,829,563	367,495			360,815	2,557,873
Demolition assessments receivable	16,275					16,275
Due from other funds	1,727,890			820,389	354,966	2,903,245
Due from other governments	1,415,204				4,534,011	5,949,215
Prepays and deposits	58,739	1,032			25,731	85,502
Inventories					613	613
Notes receivable					784,721	784,721
Lease Receivable	5,305,403				2,949,566	8,254,969
Restricted assets						
Cash and cash equivalents	637,655	17,813		1,165,949	3,782,059	5,603,476
Investments	763,165	21,320		1,395,442	4,526,480	6,706,407
Total assets	\$ 41,747,008	\$ 2,653,079	\$ 8,987,419	\$ 3,381,780	\$ 54,033,877	\$ 110,803,163
LIABILITIES						
Accounts payable	\$ 1,055,588	\$ 6,204	\$ 26,935	\$ 4,749	\$ 251,215	\$ 1,344,691
Contracts payable	281,708		108,971	823,443	461,069	1,675,191
Contracts payable - retainage					161,671	161,671
Due to other funds		92,234	15,951	277,530	828,766	1,214,481
Due to other governments	510	1,260			49,359	51,129
Compensated absences payable	122,590	6,288			24,697	153,575
Wages and benefits payable	3,213,701					3,213,701
Unearned revenue	867,875	346	8,835,562		147,875	9,851,658
Deposits	71,812				260,480	332,292
Total liabilities	5,613,784	106,332	8,987,419	1,105,722	2,185,132	17,998,389
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue	49,600	367,496			785,792	1,202,888
Related to leases	4,847,553				2,630,828	7,478,381
Total deferred inflows of resources	4,897,153	367,496	-	-	3,416,620	8,681,269

(continued)

The accompanying notes are an integral part of these financial statements.

**CITY OF PENSACOLA, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	General Fund	Housing Assistance Payments	American Rescue Plan Act Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
FUND BALANCE (DEFICITS)						
Non-spendable	58,739	1,032			26,344	86,115
Restricted						
Saenger capital	323,788					323,788
Community development projects					16,867,897	16,867,897
Debt service payments				2,430,929	5,654,444	8,085,373
Other restricted	2,101,324	2,178,219	161,060	2,070,983	8,416,773	14,928,359
Committed						
Park purchases	22,316					22,316
Tree landscape	507,826					507,826
Council reserve	14,398,521					14,398,521
Other committed					6,767,470	6,767,470
Assigned	11,415,117				11,593,691	23,008,808
Unassigned	2,408,440		(161,060)	(2,225,854)	(894,494)	(872,968)
Total fund balances	<u>31,236,071</u>	<u>2,179,251</u>	<u>-</u>	<u>2,276,058</u>	<u>48,432,125</u>	<u>84,123,505</u>
Total liabilities, deferred inflows of resources and fund balances (deficits)	\$ 41,747,008	\$ 2,653,079	\$ 8,987,419	\$ 3,381,780	\$ 54,033,877	

Capital assets used in governmental activities are not financial resources to the governmental funds. The cost of the assets is \$456,462,083 and the accumulated depreciation is \$189,820,432. 266,641,651

Other long-term assets are not available to pay for current period expenditures and therefore are deferred in the funds. 1,202,888

The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position. 9,204,633

Net other post employment benefits (OPEB) liability, as required by Governmental Accounting Standards Statement No. 75, are not due and payable in the current period and therefore are not reported in the governmental funds. (14,100,032)

Net pension liability (NPL), as required by Governmental Accounting Standards Statement No. 68, is not due and payable in the current period and therefore is not reported in the governmental funds. (49,360,559)

Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the governmental funds.

Notes payable	(85,148,180)
Deferred gain on refunding	(292,299)
Deferred loss on early retirement	127,086
Due to other governments	(5,200,000)
Compensated absences	(4,931,742)
Lease obligations	(233)
Accrued interest payable	(1,237,336)
	<u>(96,682,704)</u>

Net position of governmental activities

\$ 201,029,382

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	General Fund	Housing Assistance Payments	American Rescue Plan Act Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:						
Taxes	\$ 35,512,332	\$	\$	\$ 12,194,355	\$ 1,477,395	\$ 49,184,082
Licenses and permits	213,170				2,475,703	2,688,873
Franchise fees	10,189,852					10,189,852
Intergovernmental	9,754,477	17,773,970	2,873,525		15,384,518	45,786,490
Charges for services	1,922,388				6,940,900	8,863,288
Fines and forfeits	84,937				59,289	144,226
Assessments	15,239					15,239
Interest income	1,181,559	30,735		66,624	1,310,208	2,589,126
Donations	457,395				344,594	801,989
Other	698,142	100		46,179	9,945	754,366
Total revenues	60,029,491	17,804,805	2,873,525	12,307,158	28,002,552	121,017,531
Expenditures:						
Current -						
General government	8,288,972		1,387,336		4,988,333	14,664,641
Public safety	37,709,851			775,468	2,467,946	40,953,265
Transportation	3,382,408				1,866,913	5,249,321
Culture and recreation	8,782,589				3,454,820	12,237,409
Economic environment	460,285	18,459,501			706,879	19,626,665
Physical environment					6,141,812	6,141,812
Capital outlay	160,412	6,578	1,486,189	11,311,248	8,971,499	21,935,926
Debt service -						
Principal retirement				2,228,000	3,363,068	5,591,068
Interest				333,809	2,311,088	2,644,897
Total expenditures	58,784,517	18,466,079	2,873,525	14,648,525	34,272,358	129,045,004
Excess (deficiency) of revenues over (under) expenditures	1,244,974	(661,274)	-	(2,341,367)	(6,269,806)	(8,027,473)
Other financing sources (uses):						
Transfers in	8,000,000				13,029,094	21,029,094
Transfers (out)	(7,094,627)			(770,981)	(5,940,023)	(13,805,631)
Sale of capital assets	63,864					63,864
Total other financing sources (uses)	969,237	-	-	(770,981)	7,089,071	7,287,327
Net Change in fund balances	2,214,211	(661,274)	-	(3,112,348)	819,265	(740,146)
Fund balances at beginning of year	29,021,860	2,840,525	-	5,388,406	47,612,860	84,863,651
Fund balances at end of year	\$ 31,236,071	\$ 2,179,251	\$ -	\$ 2,276,058	\$ 48,432,125	\$ 84,123,505

(continued)

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE
OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Net change in fund balances - total governmental funds		\$ (740,146)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.		
	Expenditures for capital assets	21,935,926
	Less current year depreciation	<u>(15,647,684)</u>
		6,288,242
Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		5,591,068
Repayment of long-term amounts due to other governments are expenditures in the governmental funds, but the repayment reduces the liability in the statement of net position.		1,300,000
Some revenues reported in the statement of activities do not provide current financial resources, therefore, those revenues are not reported as revenues in governmental funds.		38,048
Compensated absences, reported in the statement of activities, does not require the use of current financial resources, therefore, it is not reported as an expenditure in governmental funds.		(151,181)
Accrued interest expense, reported in the statement of activities, do not require the use of current financial resources in governmental funds.		55,057
The change in annual other post employment benefits (OPEB) cost, as required by Governmental Accounting Standards Statement No. 75, does not require the use of current financial resources: therefore, the change is not reported as an expenditure in governmental funds.		1,060,530
The change in leases, as required by Governmental Accounting Standards Statement No. 87, does not require the use of current financial resource; therefore, the change is not reported as an expenditure in governmental funds.		(679)
The change in annual net pension liability (NPL) cost, as required by Governmental Accounting Standards Statement No. 68, does not require the use of current financial resource; therefore, the change is not reported as an expenditure in governmental funds.		(7,226,568)
Internal service funds are used by management to charge the costs of certain activities to individual funds. The net revenue of certain activities of internal service funds is reported with governmental activities.		(289,887)
The proceeds from the sale of capital assets are reported as revenue in the governmental funds. However, the cost of capital assets disposed must be offset against the sale proceeds resulting in a gain/(loss) on sale of capital assets in the statement of activities. Donations of capital assets do not provide current financial resources to the governmental funds.		
	Net book value of capital assets disposed	(648,180)
	Donations of capital assets	<u>23,883</u>
		<u>(624,297)</u>
Change in net position of governmental activities		\$ 5,300,187

The accompanying notes are an integral part of these financial statements.



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CITY OF PENSACOLA, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive/(Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues:				
Taxes	\$ 35,034,800	\$ 35,034,800	\$ 35,512,332	\$ 477,532
Licenses and permits	145,300	160,300	213,170	52,870
Franchise fees	9,372,000	9,372,000	10,189,852	817,852
Intergovernmental	8,801,400	8,801,400	9,754,477	953,077
Charges for services	1,663,800	2,222,695	1,922,388	(300,307)
Fines and forfeits	143,500	143,500	84,937	(58,563)
Assessments		100,000	15,239	(84,761)
Interest income	200,000	200,000	1,181,559	981,559
Donations		464,167	457,395	(6,772)
Other	475,000	525,000	698,142	173,142
Total revenues	<u>55,835,800</u>	<u>57,023,862</u>	<u>60,029,491</u>	<u>3,005,629</u>
Expenditures:				
Current -				
General government	8,406,100	10,940,850	8,288,972	2,651,878
Public safety	37,857,500	38,796,390	37,709,851	1,086,539
Transportation	3,384,800	5,317,126	3,382,408	1,934,718
Culture and recreation	8,472,600	9,849,433	8,782,589	1,066,844
Economic environment	437,700	940,972	460,285	480,687
Human services	30,000	30,000		30,000
Capital outlay			160,412	(160,412)
Total expenditures	<u>58,588,700</u>	<u>65,874,771</u>	<u>58,784,517</u>	<u>7,090,254</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(2,752,900)</u>	<u>(8,850,909)</u>	<u>1,244,974</u>	<u>10,095,883</u>
Other financing sources (uses):				
Transfers in	8,000,000	8,000,000	8,000,000	-
Transfers (out)	(7,094,800)	(7,094,800)	(7,094,627)	173
Sale of capital assets	50,000	50,000	63,864	13,864
Total other financing sources (uses)	<u>955,200</u>	<u>955,200</u>	<u>969,237</u>	<u>14,037</u>
Net change in fund balances	<u>\$ (1,797,700)</u>	<u>\$ (7,895,709)</u>	<u>2,214,211</u>	<u>\$ 10,109,920</u>
Fund balances at beginning of year			<u>29,021,860</u>	
Fund balances at end of year			<u>\$ 31,236,071</u>	

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HOUSING ASSISTANCE PAYMENTS FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive/(Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues :				
Intergovernmental	\$ 22,798,400	\$ 24,106,985	\$ 17,773,970	\$ (6,333,015)
Interest income			30,734	30,734
Other	<u>22,000</u>	<u>22,000</u>	<u>100</u>	<u>(21,900)</u>
Total revenues	<u>22,820,400</u>	<u>24,128,985</u>	<u>17,804,804</u>	<u>(6,324,181)</u>
Expenditures :				
Current -				
Economic environment	23,098,400	24,392,737	18,459,501	5,933,236
Capital outlay	<u>29,000</u>	<u>120,097</u>	<u>6,578</u>	<u>113,519</u>
Total expenditures	<u>23,127,400</u>	<u>24,512,834</u>	<u>18,466,079</u>	<u>6,046,755</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(307,000)</u>	<u>(383,849)</u>	<u>(661,275)</u>	<u>(277,426)</u>
Net change in fund balances	\$ <u><u>(307,000)</u></u>	\$ <u><u>(383,849)</u></u>	<u>(661,275)</u>	\$ <u><u>(277,426)</u></u>
Fund balances at beginning of year			<u>2,840,526</u>	
Fund balances at end of year			\$ <u><u>2,179,251</u></u>	

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
AMERICAN RESCUE PLAN ACT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	<u>Budgeted Amounts</u>			<u>Variance with Final Budget - Positive/(Negative)</u>
	<u>Original</u>	<u>Final</u>	<u>Actual Amounts</u>	
Revenues:				
Intergovernmental	\$	\$ 11,709,093	\$ 2,873,525	\$ (8,835,568)
Total revenues	-	11,709,093	2,873,525	(8,835,568)
Expenditures:				
Current -				
General government		6,118,357	1,387,336	4,731,021
Capital outlay		5,590,736	1,486,189	4,104,547
Total expenditures	-	11,709,093	2,873,525	8,835,568
Excess (deficiency) of revenues over (under) expenditures	-	-	-	-
Other financing sources (uses):				
Transfers (out)				-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	\$ -	\$ -	-	\$ -
Fund balances at beginning of year			-	
Fund balances at end of year			\$ -	

The accompanying notes are an integral part of these financial statements.



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CITY OF PENSACOLA, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2023

	<u>Utility Fund</u>	<u>Sanitation Fund</u>	<u>Port Fund</u>	<u>Airport Fund</u>	<u>Total Enterprise Funds</u>	<u>Internal Service Funds</u>
ASSETS						
Current assets						
Cash and cash equivalents	\$ 9,607,711	\$ 996,333	\$ 1,723,039	\$ 14,809,707	\$ 27,136,790	\$ 2,995,771
Investments	11,498,791	1,192,440	2,062,183	17,724,691	32,478,105	3,585,426
Interest receivable			76,041	37,332	113,373	
Accounts receivable (net)	2,809,901	781,812	314,457	2,985,110	6,891,280	296,955
Due from other funds	670,000				670,000	
Due from other governments	88,430		338,532	6,337,352	6,764,314	
Prepaid expenses	90,484	1,630	28,776	90,603	211,493	296,943
Inventory					-	1,530,196
Lease receivable			351,653	1,005,331	1,356,984	
Restricted assets						
Cash and cash equivalents	902,361	394,875		33,262,177	34,559,413	
Investments	1,079,972	472,599		39,809,148	41,361,719	
Total current assets	<u>26,747,650</u>	<u>3,839,689</u>	<u>4,894,681</u>	<u>116,061,451</u>	<u>151,543,471</u>	<u>8,705,291</u>
Noncurrent assets						
Intangible asset	88,019				88,019	
Lease receivable			7,345,471	17,741,538	25,087,009	
Restricted assets						
Cash and cash equivalents				11,314,994	11,314,994	3,750,756
Investments				13,542,117	13,542,117	4,489,014
Capital assets						
Non-depreciable	989,728	41,093	1,932,098	39,632,551	42,595,470	
Depreciable (net)	73,673,008	5,041,128	12,625,629	189,887,982	281,227,747	2,292,454
Intangible right-to-use asset (net)	304,973	47,494			352,467	142,562
Total noncurrent assets	<u>75,055,728</u>	<u>5,129,715</u>	<u>21,903,198</u>	<u>272,119,182</u>	<u>374,207,823</u>	<u>10,674,786</u>
Total assets	<u>101,803,378</u>	<u>8,969,404</u>	<u>26,797,879</u>	<u>388,180,633</u>	<u>525,751,294</u>	<u>19,380,077</u>
DEFERRED OUTFLOWS OF RESOURCES						
Deferred loss on early retirement				455,322	455,322	
Deferred pension	7,589,428	3,476,408	632,966	4,550,852	16,249,654	3,267,555
Deferred OPEB	338,086	115,693	26,496	137,896	618,171	121,524
Total deferred outflows of resources	<u>7,927,514</u>	<u>3,592,101</u>	<u>659,462</u>	<u>5,144,070</u>	<u>17,323,147</u>	<u>3,389,079</u>

(continued)

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2023

	Business-type Activities - Enterprise Funds					Governmental Activities- Internal Service Funds
	Utility Fund	Sanitation Fund	Port Fund	Airport Fund	Total Enterprise Funds	
LIABILITIES						
Current liabilities						
Accounts payable	2,176,995	125,803	36,343	536,959	2,876,100	136,734
Contracts payable	163,046	2,852	74,924	1,044,236	1,285,058	96,458
Contracts payable - retainage				823,366	823,366	
Accrued interest payable	376				376	197
Due to other funds	315,337	132,742	23,681	240,611	712,371	826,004
Due to other governments			9,750		9,750	
Compensated absences payable	6,412		108,321	684,372	799,105	464,001
Claims and judgments payable					-	2,195,524
Unearned revenue	40,182			34,154,353	34,194,535	25,000
Lease payable	11,161				11,161	
SBITA payable	56,514	44,928			101,442	47,236
Deposits			27,293	249,911	277,204	25,381
OPEB Liability	62,157	24,280	4,856	31,078	122,371	26,708
Payable from restricted assets						
Notes payable	1,905,000			2,872,000	4,777,000	
Accrued interest payable	77,332			608,861	686,193	
Total current liabilities	4,814,512	330,605	285,168	41,245,747	46,676,032	3,843,243
Noncurrent liabilities						
Compensated absences payable	968,834	422,958			1,391,792	
Claims and judgments payable					-	1,825,336
Notes payable	5,946,000			31,333,000	37,279,000	
Lease payable	271,447				271,447	
SBITA payable					-	48,681
Net pension liability	13,845,948	6,775,648	1,238,517	8,183,467	30,043,580	6,429,844
OPEB liability	1,564,560	539,790	131,282	669,037	2,904,669	592,163
Total noncurrent liabilities	22,596,789	7,738,396	1,369,799	40,185,504	71,890,488	8,896,024
Total liabilities	27,411,301	8,069,001	1,654,967	81,431,251	118,566,520	12,739,267
DEFERRED INFLOWS OF RESOURCES						
Deferred pension	110,015	157,566	13,376	149,511	430,468	73,659
Deferred OPEB	1,841,484	702,359	133,889	884,877	3,562,609	751,597
Leases			6,829,848	19,036,945	25,866,793	
Total deferred outflows of resources	1,951,499	859,925	6,977,113	20,071,333	29,859,870	825,256
NET POSITION						
Net investment in capital assets	66,865,606	5,084,787	14,557,727	195,770,855	282,278,975	2,339,099
Restricted						
Debt service				3,369,612	3,369,612	
Renewal and replacement				15,622,000	15,622,000	
Operations and maintenance				5,865,500	5,865,500	
Unrestricted	13,502,486	(1,452,208)	4,267,534	71,194,152	87,511,964	6,865,534
Total net (deficit) position	\$ 80,368,092	\$ 3,632,579	\$ 18,825,261	\$ 291,822,119	\$ 394,648,051	\$ 9,204,633

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Business-type Activities - Enterprise Funds					Governmental Activities- Internal Service Funds
	Utility Fund	Sanitation Fund	Port Fund	Airport Fund	Total	
Operating revenues:						
Charges for services	\$ 59,780,737	\$ 9,946,996	\$ 2,870,396	\$ 31,329,994	\$ 103,928,123	\$ 6,508,105
Insurance					-	19,063,477
Fines and forfeits		48,970			48,970	
Other	429,761	109,240	294,591	33,119	866,711	18,276
Total operating revenues	60,210,498	10,105,206	3,164,987	31,363,113	104,843,804	25,589,858
Operating expenses:						
Gas purchases	31,114,551				31,114,551	
Salaries and employee benefits	7,855,419	4,108,992	1,142,753	7,192,078	20,299,242	4,946,376
Materials and supplies	1,728,432	560,302	31,102	356,630	2,676,466	135,610
Repairs and maintenance	762,671	1,270,758	213,263	1,892,529	4,139,221	140,319
Contractual services	4,085,064	448,912	283,143	6,728,987	11,546,106	1,455,232
Office and utilities	1,715,014	625,282	796,585	3,865,186	7,002,067	607,543
Land fill fees	192	1,030,520			1,030,712	
Overhead allocation	1,215,200	627,200	240,700	739,400	2,822,500	
Premiums and claims expense					-	18,725,567
Total operating expenses before depreciation and amortization	48,476,543	8,671,966	2,707,546	20,774,810	80,630,865	26,010,647
Operating income (loss) before depreciation and amortization	11,733,955	1,433,240	457,441	10,588,303	24,212,939	(420,789)
Depreciation and amortization	3,129,712	730,945	1,131,653	12,057,036	17,049,346	302,945
Operating income (loss)	8,604,243	702,295	(674,212)	(1,468,733)	7,163,593	(723,734)
Nonoperating revenues (expenses):						
Investment interest	619,224	70,412	331,415	3,160,389	4,181,440	394,985
Interest expense	(165,084)	(2,592)		(1,278,347)	(1,446,023)	(197)
Amortization of bond expense	(11,516)				(11,516)	
Gain (loss) on disposal of capital assets	4,023			5,177	9,200	33,503
Total nonoperating revenues (expenses)	446,647	67,820	331,415	1,887,219	2,733,101	428,291
Income (loss) before contributions and transfers	9,050,890	770,115	(342,797)	418,486	9,896,694	(295,443)
Contributions and transfers:						
Contributions						
Federal and state grants	538,692		54,331	22,851,150	23,444,173	
Passenger facility charge				5,257,691	5,257,691	
Passenger facility charge - Interest				459,542	459,542	
Contributed capital (to) from other funds			510,752		510,752	
Donations				3,870,909	3,870,909	
Transfers in (out)	(8,000,000)		28,320	742,661	(7,229,019)	5,556
Total contributions and transfers	(7,461,308)	-	593,403	33,181,953	26,314,048	5,556
Change in net position	1,589,582	770,115	250,606	33,600,439	36,210,742	(289,887)
Net position at beginning of year	78,793,423	2,851,906	18,574,655	258,221,680	358,441,664	9,494,520
Implementation of GASB 96	(14,913)	10,558			(4,355)	
Net position at beginning of year, as restated	78,778,510	2,862,464	18,574,655	258,221,680	358,437,309	9,494,520
Net position at end of year	\$ 80,368,092	\$ 3,632,579	\$ 18,825,261	\$ 291,822,119	\$ 394,648,051	\$ 9,204,633

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Business-type Activities - Enterprise Funds					Governmental Activities-Internal Service Funds
	Utility Fund	Sanitation Fund	Port Fund	Airport Fund	Total	
Cash flows from operating activities:						
Cash received from customers	\$ 64,528,501	\$ 10,025,031	\$ 3,138,272	\$ 29,889,353	\$ 107,581,157	\$ 20,989,178
Cash received from other funds					-	4,461,198
Cash payments to suppliers for goods and services	(44,230,803)	(4,485,820)	(1,596,183)	(14,154,174)	(64,466,980)	(20,705,616)
Cash payments to employees for services	(6,999,520)	(3,835,110)	(1,026,515)	(6,215,136)	(18,076,281)	(4,293,651)
Net cash provided by (used for) operating activities	13,298,178	1,704,101	515,574	9,520,043	25,037,896	451,109
Cash flows from noncapital financing activities:						
Advance from (to) other funds					-	
Due (from) to other funds					-	
Net transfers	(8,000,000)				(8,000,000)	
Net cash provided by (used for) noncapital financing activities	(8,000,000)	-	-	-	(8,000,000)	-
Cash flows from capital and related financing activities:						
Acquisition of capital assets	(5,777,519)	(198,215)	(134,907)	(4,115,464)	(10,226,105)	(595,018)
Acquisition of capital assets with grant monies					-	
Proceeds from sale of assets	4,023			5,177	9,200	5,556
Contributions from other governments	538,691		63,301	31,171,741	31,773,733	
Contributions from customers				11,620,627	11,620,627	
Principal paid on capital debt	(1,868,000)			(2,776,000)	(4,644,000)	
Interest paid on capital debt	(173,065)			(1,260,695)	(1,433,760)	
Interest payments on lease/SBITA		(2,592)			(2,592)	(197)
Payments from leasing activities	(10,420)		237,615	553,544	780,739	
Proceeds from note receivable	122,589				122,589	
Net cash provided by (used for) capital and related financing activities	(7,163,701)	(200,807)	166,009	35,198,930	28,000,431	(589,659)
Cash flows from investing activities:						
Sale (purchase) of investments	(2,552,615)	(1,054,228)	(822,120)	(36,823,255)	(41,252,218)	(2,073,809)
Sale (purchase) of intangible asset						
Interest on investments	619,224	70,412	93,799	2,606,845	3,390,280	394,985
Net cash provided by (used for) investing activities	(1,933,391)	(983,816)	(728,321)	(34,216,410)	(37,861,938)	(1,678,824)
Net increase (decrease) in cash and cash equivalents	(3,798,914)	519,478	(46,738)	10,502,563	7,176,389	(1,817,374)
Cash and cash equivalents at beginning of year	14,308,986	871,730	1,769,777	48,884,314	65,834,807	8,563,901
Cash and cash equivalents at end of year	\$ 10,510,072	\$ 1,391,208	\$ 1,723,039	\$ 59,386,877	\$ 73,011,196	\$ 6,746,527

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
RECONCILIATION OF OPERATING INCOME (LOSS)
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Business-type Activities - Enterprise Funds					Governmental Activities- Internal Service Funds
	Utility Fund	Sanitation Fund	Port Fund	Airport Fund	Total	
Operating income (loss)	\$ 8,604,243	\$ 702,295	\$ (674,212)	\$ (1,468,733)	\$ 7,163,593	\$ (723,734)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:						
Depreciation	3,129,712	730,945	1,131,653	12,057,036	17,049,346	302,945
Change in assets and liabilities:						
(Increase) decrease in accounts receivable	4,769,499	(16,069)	62,324	(1,238,827)	3,576,927	35,234
(Increase) decrease in inventory					-	156,494
(Increase) decrease in due from other funds	160,000				160,000	1,513
(Increase) decrease in prepaid expense	(10,291)	(274)	(4,616)	(15,723)	(30,904)	(15,240)
(Increase) decrease in lease receivable			328,822	(8,315,524)	(7,986,702)	
Increase (decrease) in accounts payable	(3,530,767)	54,769	(15,032)	(367,210)	(3,858,240)	38,309
Increase (decrease) in contracts payable	(13,028)	2,372	(15,422)	(72,749)	(98,827)	(13,189)
Increase (decrease) in due to other funds	(78,557)	7,059	(2,970)	50,327	(24,141)	(137,843)
Increase (decrease) in deposits			24,143	(37,053)	(12,910)	10,284
Increase (decrease) in claims and judgments					-	229,056
Increase (decrease) in deferred revenue	(495,114)				(495,114)	(25,000)
Increase (decrease) in lease payable	(10,397)				(10,397)	
Increase (decrease) in SBITA	(58,224)	(43,819)			(102,043)	(49,964)
Increase (decrease) in compensated absences	62,705	(25,744)	(23,852)	71,565	84,674	134,537
Increase (decrease) in lease deferred inflow			(438,325)	8,117,644	7,679,319	
Increase (decrease) in net OPEB obligation	(236,495)	(92,381)	(18,475)	(118,247)	(465,598)	(101,618)
Increase (decrease) in net pension liability	1,004,892	384,948	161,536	857,537	2,408,913	609,325
Net cash provided by (used for) operating activities:	<u>\$ 13,298,178</u>	<u>\$ 1,704,101</u>	<u>\$ 515,574</u>	<u>\$ 9,520,043</u>	<u>\$ 25,037,896</u>	<u>\$ 451,109</u>
Noncash investing, capital, and financing activities:						
	Utility Fund	Sanitation Fund	Port Fund	Airport Fund	Total	Internal Service Funds
Amortization of bond expense	\$ (11,516)	\$	\$	\$ 19,348	\$ 7,832	\$
Contribution of capital assets (to) from other funds			510,752		510,752	
Gain (loss) on disposal of capital assets				(11,424)	(11,424)	

The accompanying notes are an integral part of these financial statements.



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CITY OF PENSACOLA, FLORIDA
COMBINED STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2023

	Total Pension Trust Funds
ASSETS	
Other cash	\$ 9,281,306
Receivables:	
Employer	617
Employee	48,532
Due from other governments	285,455
Total receivables	334,603
Investments:	
Short term investments	5,408,938
Debt Securities & Bond Mutual Funds	61,671,764
Convertible Corporate Bonds	26,116,881
Stock Mutual Funds	27,186,984
Mortgage Backed Securities	56,966,913
Commingled Trust Fund	8,208,437
Domestic Stocks	132,286,293
Preferred Stocks	388,173
Foreign Stocks	43,637,264
Total investments	361,871,647
Total assets	\$ 371,487,556
LIABILITIES	
Accounts payable	\$ 344,802
Total liabilities	344,802
NET POSITION	
Restricted for pension benefits	\$ 371,142,753

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
COMBINED STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Total Pension Trust Funds
Additions:	
Contributions - city	\$ 9,624,277
Contributions - employee	1,180,977
Commission recapture	1,449
Insurance proceeds - State of Florida	1,656,164
Total contributions	<u>12,462,867</u>
Investment income	
Net appreciation	
in fair value of investments	25,762,606
Interest and dividends	8,372,831
	<u>34,135,437</u>
Less investment expense	1,486,262
Net investment income	<u>32,649,175</u>
Total additions	<u>45,112,042</u>
Deductions:	
Pensions paid - employees	25,503,657
Pensions paid - widows	3,979,410
Pensions paid - children	7,574
Refunds to employees	143,226
Deferred retirement option plan	1,991,819
Health insurance assistance	95,228
Administrative expenses	406,936
Total deductions	<u>32,127,850</u>
Change in net position	<u>12,984,192</u>
Net position held in trust for pension benefits:	
Beginning of year	<u>358,158,561</u>
End of year	\$ <u><u>371,142,753</u></u>

The accompanying notes are an integral part of these financial statements.



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**NOTES TO
FINANCIAL STATEMENTS**

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

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**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Pensacola (the “City”) have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. Statements and Interpretations of the GASB have been applied in the preparation of these financial statements.

A. Reporting Entity

The City operates under a Mayor-Council structure commonly referred to as a “Strong Mayor” form of government. With the Mayor-Council structure, the Council is the governing body of the City with all legislative powers of the City vested therein, which consisted of seven (7) Council Members, one (1) elected from each of the seven (7) election districts of the City. The Mayor is not a member of Council and does not have voting power. The Mayor is elected at large, has a 4-year term in office, will exercise the executive powers of the City and shall not be a member of Council. The Mayor’s term allows for a maximum of three consecutive four-year terms of office. With the Mayor-Council structure, the Mayor replaces the City Manager as the executive head of the City and shall appoint a City Administrator to assist in managing daily operations.

In evaluating the City as a reporting entity, management has addressed all potential component units for which the City may or may not be financially accountable and, as such, be includable within the City’s financial statements. The City (the primary government) is financially accountable if it appoints a voting majority of the organization’s governing board and 1) it is able to impose its will on the organization or 2) there is a potential for the organization to impose a specific financial benefit or burden to the City. Additionally, the primary government is required to consider other organizations for which exclusion of the nature and significance of their relationship with the City would cause the reporting entity’s financial statements to be misleading or incomplete.

The accompanying financial statements represent the City and its component units and entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the City’s operation. Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the City.

Blended Component Unit

Community Redevelopment Agency (CRA) - On September 25, 1980, the Pensacola City Council declared itself the CRA pursuant to the provisions of Chapter 163, Part III, Florida Statutes. This action, adopted by Resolution Number 55-80, also outlined the rights, powers, duties, privileges, and immunities invested in the seven-member City Council, acting as the CRA. The City Council selects a chair and a vice-chair from the seven members of the CRA and approves the annual operating budget.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The CRA is considered a blended component unit since the CRA and City have the same governing body and management of the primary government has operational responsibility for the CRA. The CRA is reported as a special revenue fund of the City.

Florida Statute Section 163.387(8) requires an independent audit of the CRA each fiscal year. Audited financial statements of the CRA can be obtained by contacting the City's financial services department: City of Pensacola, 222 West Main Street, Pensacola, FL 32502.

Discretely Presented Component Unit

The component unit column in the combined financial statements includes the financial data of the City's discretely presented component unit. It is reported in a separate column to emphasize that it is legally separate from the City. The accounting policies of this discretely presented component unit are the same as those detailed for the City. The City's only discretely presented component unit is the Downtown Improvement Board.

Downtown Improvement Board (DIB) - The DIB was created in April 1972 by Chapter 72-655, Laws of Florida. The DIB is considered a component unit since the Mayor of the City appoints and the Council approves the five-member board. In addition, the City Council approves the budget of the Board, including the proposed millage rate. Audited financial statements of the DIB can be obtained from their administrative office: Downtown Improvement Board, Post Office Box 653, Pensacola, Florida 32593.

Joint Ventures Excluded from the Reporting Entity

The following joint ventures do not meet the criteria for inclusion in the City's financial statements since no financial benefit or burden exists, nor can the City impose its will on the entities.

Escambia - Pensacola Human Relations Commission (HRC) - Created by an interlocal agreement between the Escambia County Board of County Commissioners and the Pensacola City Council in 1974, pursuant to Florida Statutes, for the purpose of promoting fair treatment and equal opportunity to all citizens of the community. On March 7, 2019, the Escambia Board of County Commissioners passed an Ordinance to cease operations and reestablish the Human Relations Commission with a new board. The new Commission is composed of nine members: five selected by the Escambia County Board of County Commissioners and four selected by the City Council. The City does not control the financial operations of the Commission.

Complete financial statements of HRC can be obtained from their administrative office: Escambia Pensacola Human Relations Commission, 150 West Maxwell St., Pensacola, Florida, 32501.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Summary financial statements including fiduciary funds of these entities are as follows:

**HRC
Statement of Net Position
September 30, 2023
(Audited)**

Assets	\$ <u>23,809</u>
Liabilities	<u>6,087</u>
Net Position:	
Restricted	-
Unrestricted	<u>17,722</u>
Total Net Position	<u>17,722</u>
Total Liabilities and Net Position	\$ <u>23,809</u>

**HRC
Statement of Revenues, Expenses
and Changes in Net Position
for the Fiscal Year Ended September 30, 2023
(Audited)**

Revenue	\$ 188,415
Expenses	<u>184,996</u>
Excess of revenue over (under) expenses	<u>3,419</u>
Net position Beginning of Year	<u>14,303</u>
Net position at End of Year	\$ <u>17,722</u>

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Pensacola - Escambia County Promotion and Development Commission (PEDC) - Created in 1967 by Chapter 67-1365, Laws of Florida, amended in 1989 by House Bill 984, for the purpose of promoting and developing tourism and industry in Escambia County and in the City of Pensacola. The nine-member board consists of representatives from the Escambia County Board of County Commissioners, the City of Pensacola City Council, the Town of Century, and the Greater Pensacola Chamber. Escambia County and the City of Pensacola each contribute to the operation and maintenance of the PEDC, but neither has control over the financial operations of the PEDC nor can it impose its will.

Complete financial statements of PEDC can be obtained from their administrative office: Pensacola - Escambia County Promotion and Development Commission, 3 West Garden Street, Ste 618, Pensacola, Florida, 32502.

Summary financial statements including fiduciary funds of these entities are as follows:

PEDC	
Statement of Net Position	
September 30, 2023	
(Audited)	
Assets	\$ <u>17,562,137</u>
Liabilities	<u>10,475,014</u>
Deferred inflows of resources	<u>2,264,926</u>
Net Position:	
Restricted	61,198
Unrestricted	<u>4,760,999</u>
Total Net Position	<u>4,822,197</u>
Total Liabilities and Net Position	\$ <u>17,562,137</u>

PEDC
Statement of Revenues, Expenses
and Changes in Net Position
for the Fiscal Year Ended September 30, 2023
(Audited)

Revenue	\$ 1,300,158
Expenses	<u>1,046,224</u>
Excess of revenue over (under) expenses	<u>253,934</u>
Net position Beginning of Year	<u>4,568,263</u>
Net position at End of Year	\$ <u>4,822,197</u>

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. The City's fiduciary funds are not presented in the government-wide financial statements since by definition, the assets cannot be used to address activities or obligations of the City (i.e., the assets are being held for the benefit of pension participants). The purpose of the government-wide financial statements is to provide a consolidated financial picture of all City activities. The internal service funds provide services to departments throughout the City; therefore, their direct expenses are eliminated functionally on the government-wide financial statements with the exception of internal payments that qualify as interfund services provided and used. Governmental activities, supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely on fees and charges to customers for support. Likewise, the primary government is reported separately from the discretely presented component unit for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. The purpose of categorizing direct expenses according to function and revenues according to program is to provide an analysis of activities that are revenue sufficient and those that use the support of general revenues. Direct expenses are those expenses that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not included among program revenues are reported instead as general revenues.

Individual fund financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All other funds (nonmajor) are combined according to their category, governmental or business-type, and are reported in a single column. Combining statements for nonmajor funds are found in the Combining Financial Statements section.

C. Basis of Accounting, Measurement Focus and Financial Presentation

The basis of accounting refers to when revenues and expenditures/expenses are recognized in the accounts and reported in the financial statements. The basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are considered to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise fees, public service taxes, communication service tax, local business tax, local option gasoline tax, local option sales tax, lease revenues and interest associated with the current fiscal period are all considered to be susceptible to accrual and therefore have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received.

The City reports the following major governmental funds:

General Fund - used to account for all financial resources except those required to be accounted for in another fund. All general property taxes, fines, property rentals and certain intergovernmental revenues are recorded in this fund. Typical expenditures are for administration, planning, parks and recreation, public works, and public safety.

Housing Assistance Payments - a special revenue fund that accounts for the proceeds awarded from federal and state agencies that are legally restricted to expenditures for specific purposes.

Local Option Sales Tax - a capital projects fund that accounts for the local option infrastructure sales surtax (pursuant to Florida Statutes 212.055) to provide for the construction of various infrastructure improvements including park and recreation improvements, street resurfacing and reconstruction, and payment of associated debt.

American Rescue Plan Act Fund - to account for federal monies received and expended for pandemic relief because of the Coronavirus virus.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The City reports the following major proprietary funds:

Utility Fund – accounts for the assets, operation, and maintenance of the City-owned natural gas service.

Sanitation Fund – accounts for the assets, operation, and maintenance of the City-owned garbage and trash services.

Port Fund – accounts for the assets, operation, and maintenance of the City-owned port facility.

Airport Fund – accounts for the assets, operation, and maintenance of the City-owned airport.

Additionally, the government reports the following fund types:

Internal Service Funds (ISF) account for services provided to various City departments on a cost reimbursement basis. The services provided include a central warehouse inventory, fleet maintenance, engineering, management information services, and a risk management (insurance) program. ISFs are reported as a governmental activity within the government-wide financial statements. Individual fund statements are provided in the Combining Financial Statements section.

Fiduciary Funds are trust funds that account for assets held by the City in a trustee capacity for individuals, other governmental units, and/or other funds and include the City's General, Firemen's, and Police Officers' pension funds. Fiduciary funds are not included in government-wide financial statements, however, a statement of net position and a statement of changes in net position are included as part of the basic financial statements with individual fund statements presented in the Combining Financial Statements section.

Amounts reported as program revenues include 1) charges to customers for goods, services, or privileges provided, and fines and forfeitures, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Those revenues not clearly defined as program revenues are categorized as general revenue. General revenues include resources such as taxes, franchise fees, interest, and sale of assets. As a general rule, the effect of interfund activity is eliminated from the government-wide financial statements.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise and internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses that do not meet this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, and Net Position or Equity

1. Cash and Cash Equivalents/Investments

The City of Pensacola has defined *cash and cash equivalents* as cash held at a depository and cash on hand for operating purposes and those investments which are short term and highly liquid. Generally, those investments have original maturities of three (3) months or less. Cash equivalents normally consist of treasury bills, certificates of deposit, and money market funds.

All monies, which are not legally restricted to separate administration, are pooled together for investment purposes while each individual fund and/or account is maintained on a daily transaction basis. Investment earnings are distributed in accordance with the participating funds' relative equity.

2. Investments

All investments held by the City of Pensacola, including defined benefit pension plans and debt securities are reported at fair value.

The City is part of the Florida Cooperative Liquid Assets Securities System (FLCLASS), which is an independent local government investment pool authorized by Florida Statutes Section 218.415 and was created by an interlocal agreement by and among state public agencies (the Interlocal) as described in Florida Statutes Section 163.01, as amended. The investment pool is governed by a Board of Trustees and operates similar to a registered money market fund with the objective of maintaining a net asset value (NAV) of \$1.00 per share. The City's portion of the investment pool was valued at \$46,233,622 at the end of September 30, 2023.

3. Interfund Receivables/Payables

Interfund receivables and payables arise from interfund transactions and are recorded by all funds affected as "due to/from other funds" for the current portion of the receivable/payable or as "advance to/from other funds" for the noncurrent portion of the receivable/payable. Government-wide financial statements eliminate transactions occurring within like-kind activities (i.e., governmental to governmental or business-type to business-type). The residual balance between activities is reported in the government-wide financial statements as "internal balances". Fund financial statements present the entire transaction on the balance sheet as "due to/from other funds" and/or "advance to/from other funds".

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

4. Inventories

Inventories included in the internal service fund's General Stock Fund consist primarily of utility stores, automotive supplies, and fuel for purchase by City departments. Inventories included in the Golf Fund consist of inventories held for resale to the public. All inventories are accounted for by the consumption method and are valued at cost, which approximates market, using the first in, first out method. Appropriate allowances have been made for obsolete and surplus items.

5. Prepaid Insurance

The City of Pensacola accounts for property insurance premiums using the consumption method. Property insurance premiums for both governmental and enterprise funds are paid quarterly, with a term year beginning May 1st resulting in a prepaid insurance premium for the month of October.

6. Restricted Assets

Certain assets of both governmental and business-type activities are restricted by specific provisions of bond resolutions, grant agreements, agreements with outside parties or restricted by City Council or management for a specific purpose. Assets such as these are restricted since their use is limited.

7. Capital Assets

Capital assets, which include land, buildings, equipment, improvements other than buildings, and infrastructure assets are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined as assets with an initial, individual cost of more than \$5,000 and an estimated useful life greater than one year. Such assets are recorded at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets, works of art and similar items, and capital assets received in service concession arrangements are reported at acquisition value as of the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

The City does not capitalize interest on borrowings used to finance the construction of general capital assets. Interest on capital assets is capitalized for proprietary funds; however, when the expense during construction is netted against the related income, the resulting amount is typically immaterial.

The Utility Fund reports intangible assets on the face of the financial statements of \$30,444 and \$57,575. The intangible asset is recorded as the excess of the purchase price over the fair market value of assets acquired and is amortized on a straight-line basis over an estimated useful life of forty years and ten years respectively.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Buildings	15 - 50 years
Improvements other than buildings	15 - 50 years
Infrastructure	15 - 50 years
Machinery and equipment	3 - 10 years
Utility lines and extensions	40 - 50 years
Vehicles and heavy equipment	5 - 25 years

8. Leases

The City of Pensacola is a lessee for noncancellable leases of equipment and building. The City recognizes a lease liability and an intangible right-to-use lease asset in the government-wide and proprietary lease fund financial statements.

At the commencement of the lease, the City initially measures the lease liability at the present value of the payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of the lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial costs. Subsequently, the lease asset is amortized on a straight-line basis over the term of the lease.

The City uses the interest rate charged by the lessor as the discount rate or its incremental borrowing rate as the discount rate for the leases.

The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are comprised of fixed payments and any purchase option price that the City will reasonably be certain to exercise. In determining the lease term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options are only included in the lease term if the lease is reasonably certain to be extended.

The City monitors changes in the circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Intangible right-to-use assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Payments due under the lease contracts include fixed payments. Assets and liabilities arising from a lease are initially measured on a present value basis. Lease liabilities include the net present value of the following lease payments:

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- Fixed payments (including in-substance fixed payments), less any lease incentives receivable.
- Amounts expected to be payable by the City under residual value guarantees.
- The exercise price of a purchase option if it is reasonably certain the option will be executed.
- Payments of penalties for terminating the lease, if the lease term reflects the City exercising that option.

The City is a lessor for noncancellable leases of land and buildings. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide, proprietary fund, and governmental fund financial statements.

At the commencement of the lease, the City initially measures the lease receivable at the present value of the payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received. The deferred inflow is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow is recognized as revenue over the term of the lease.

The City uses its incremental borrowing rate as the discount rate for the leases.

The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable are comprised of the following:

- Fixed payments (including in-substance fixed payments), plus variable payments from the lessee. For land and building leases that include variable payments, those payments include common area maintenance.
- Residual value guarantee payments that are fixed in substance.
- Any lease incentives.

Variable payments that depend on an index or a rate such as the Consumer Price Index or a market rate interest rate are initially measured using the index or market rate at the commencement of the lease.

The City monitors changes in circumstances that would require a remeasurement of the lease receivable a deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

9. Subscription-Based Information Technology Arrangements (SBITAs)

The City of Pensacola has several agreements which conveys control of the right to use another party's IT software. The City recognizes a subscription liability and an intangible right-to-use subscription asset in the government-wide and proprietary lease fund financial statements.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Subscription assets are reported with other capital assets and subscription liabilities are reported with long-term debt on the statement of net position.

At the commencement of the agreement, the City initially measures the subscription liability at the present value of the payments expected to be made during the agreement term. Subsequently, the subscription liability is reduced by the principal portion of the payments made.

The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for subscription payments made at or before the SBITA commencement date. Subsequently, the subscription asset is amortized on a straight-line basis over the term of the agreement.

The City uses the interest rate charged by the vendor as the discount rate or its incremental borrowing rate as the discount rate for the SBITAs.

The subscription term includes the noncancellable period of the SBITA. Subscription payments included in the measurement of the subscription liability are comprised of fixed payments. In determining the subscription term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options are only included in the subscription term if the SBITA is reasonably certain to be extended.

Payments due under the SBITA contracts include fixed payments. Assets and liabilities arising from a SBITA are initially measured on a present-value basis.

10. Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The government only has two items that qualify for reporting in this category.

One is the deferred loss on early retirement reported in the proprietary statement of net position as well as the government-wide statement of net position. A deferred loss on early retirement results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second is deferred charge on pension and/or Other Postemployment Benefits (OPEB) contributions made by the employer after the measurement date and changes in benefits, assumptions, and differences between actual and expected returns.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has four items that qualify for reporting in this category. Unavailable revenue, which arises only under a modified accrual basis of accounting, is reported only in the governmental funds balance sheet.

The governmental funds report unavailable revenues from sources such as special assessments, lease receivables, and note receivables. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

The second is a deferred gain on early retirement reported in the proprietary statement of net position as well as the government-wide statement of net position. A deferred gain on early retirement results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The third is deferred pension and/or OPEB as well as pension and/or OPEB expenses as a result of changes in benefits, assumptions, and differences between actual and expected returns. The fourth is the deferred recognition of revenue that will be recognized over the life of the lease.

11. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources, and deferred inflows of resources related to pension and pension expense, information about the fiduciary net position of the City's pension plans and additions to/deductions from these plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

12. Compensated Absences

It is the policy of the City to permit general employees to accumulate up to 500 hours of earned but unused leave benefits (Paid Time Off - PTO). Senior Executive Services (SES) employees may accumulate up to 600 hours of PTO plus 250 hours of retention leave. Fire employees may accumulate up to 720 hours of PTO.

Police sergeants, lieutenants, and captains may accumulate up to 500 hours PTO and police officers may accumulate up to 900 hours PTO. Employees who separate service in good standing can be paid the balance of their accrued PTO.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Unpaid compensated absences are recorded as a liability when the benefits are earned in both the government-wide financial statements and proprietary fund financial statements. Governmental funds within the fund financial statements are not required to record a liability of accumulated amounts of unused leave benefits unless the payments are current liabilities and will be made in the following year.

13. Bond Discounts, Issuance Cost, and Refunding Gains and Losses

In the government-wide financial statements and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund-type statement of net position.

Capital appreciation bonds are reported at their accreted value which is computed at the end of each fiscal year. Bond premiums and discounts, as well as prepaid insurance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bond issuance costs are expensed when paid. Bonds payable are reported net of the applicable bond premium or discount. Bond refunding gains and losses are deferred and amortized over the remaining life of the old debt or the life of the new debt, whichever is shorter, using the effective interest method. Bond refunding gains are presented as deferred inflows of resources while losses are presented as deferred outflows of resources.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs (whether or not withheld from the actual debt proceeds received), during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

14. Fund Balance

GASB Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, establishes fund balance classifications based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Fund balance classifications are non-spendable, restricted, committed, assigned, and unassigned. Each classification reflects the nature and extent to which a restriction is placed upon fund balance.

15. Net Position

The government-wide and business-type fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

Net Investment in Capital Assets is intended to reflect the portion of net position, which is associated with non-liquid, capital assets less outstanding capital asset-related debt.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Restricted Net Position are liquid assets (generated from revenues and net bond proceeds) which are not accessible for general use because of third-party (statutory, bond covenant or granting agency) limitations.

Unrestricted Net Position represents unrestricted assets.

16. Method Used to Value Investments

Investments are reported at fair value. Securities traded on a national or international exchange are valued at the last reported sales price at current exchange rates. Real estate assets are reported at fair value utilizing an income approach to valuation. By contract, an independent appraisal is obtained once every year to determine the fair market value of the real estate assets.

17. New Accounting Pronouncements

GASB Statement No. 96

In May 2020, the GASB issued Statement NO. 96, "Subscription-Based Information Technology Arrangements" (SBITAs). This statement requires certain subscription-based information technology arrangements to be recognized as an intangible right-to-use subscription asset and subscription liability for the government's non-cancellable right to control another party's IT software for a period of time. Implementation of the Statement occurred in the City's fiscal year ending September 30, 2023.

NOTE II. – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

General Budget Policies

In accordance with the City Charter, the Mayor prepares and submits the annual budget and capital program to City Council. Once the budget is adopted by City Council, budget amendments are administered in accordance with Chapter 166.241, Florida Statutes, and the procedure established in the Financial Planning and Administration Policy adopted by City Council Resolution.

The Budget Policies outlined in the Financial Planning and Administration Policy allow the Mayor (or designee) to authorize budget amendments if the total appropriations of the fund are not changed. Specifically, the Mayor (or designee) shall have the authority to transfer appropriations between expenditure categories and between departments or programmatic activities except that amounts appropriated for capital outlay cannot be transferred to any other expenditure category provided no transfer shall be made from the appropriations that are contrary to Florida Law. Further, management has established budgetary control within each fund at the line-item level.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE II. – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (Continued)

Authorized staff within each department may request budget amendments between line items or between departments within a fund subject to final determination by the Finance Director as the Mayor’s designee.

Additionally, in accordance with Chapter 166.241, Florida Statutes, appropriations within a fund may only be decreased or increased by resolution with City Council approval. Expenditures for each fund may not legally exceed the total fund appropriation.

A legally adopted budget is employed as a control device for the General Fund, Special Revenue Funds, and Debt Service Funds. Enterprise, Capital Projects, and Internal Service Funds are budgeted on a limited non-GAAP basis for management control purposes.

Encumbrances

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the General, Special Revenue, and Capital Projects Funds. The budget for the subsequent year provides a re-appropriation of funds to complete transactions for outstanding encumbrances.

NOTE III. - DETAIL NOTES ON ALL FUNDS

A. Deposits and Investments

1. Pension Funds

The City’s pension funds contain investments in certain bonds that are actually mortgage-backed and asset-backed securities which could be classified as “derivative” investments under GASB Technical Bulletin No. 94-1. These securities are based on cash flows from interest and principal payments on underlying mortgages. Therefore, they are sensitive to prepayments by mortgagees, which may result in a decline of interest rates.

The City invests in interest and principal securities (a form of mortgage-backed and asset-backed securities) in part to maximize yields and in part to hedge against a rise in interest rates. These investments are within the investment policy guidelines for the pension funds.

Interest Rate Risk. The City’s General, Fire and Police Pension Plans each have funds invested in bond mutual funds. Each plan has its own investment policy, which restricts the investments that the mutual funds can hold. The policy limits the percentage of plan assets invested in bonds but does not place limits on the length of the maturities.

Credit Risk. The risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City’s General, Fire, and Police Pension Plans investment policies do not address restrictions on the credit risk of investments.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

Custodial Credit Risk. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City's retirement plans will not be able to recover the value of their investments that are in the possession of an outside party.

The Retirement Plans' Board of Trustees has contracts with each of their money managers which include a requirement that coverage be provided to protect the City's retirement plans from any losses incurred arising out of the money manager's negligence. Therefore, the City does not have a custodial credit risk.

The General Pension and Retirement investment plan weighted average maturities, amounts and ratings are as follows:

General Pension Investment	Weighted Average Maturity	Amount	Rating
Short term investments	Current	\$ 2,591,558	N/A
Debt Securities & Bond Mutual Funds			
Corporate Bonds	4.58 years	4,304,204	A1 - A3
Corporate Bonds	5.27 years	12,108,984	Aaa
Corporate Bonds	4.27 years	303,072	Aa1 - Aa3
Corporate Bonds	4.60 years	4,760,145	Baa1 - Baa3
Corporate Bonds	2.37 years	1,768,747	Rating Unavailable
Convertible Corporate Bonds			
Corporate Bonds	1.59 years	75,150	A1 - A3
Corporate Bonds	1.75 years	157,216	Ba1 - Ba3
Corporate Bonds	2.78 years	731,377	Baa1 - Baa3
Corporate Bonds	1.94 years	198,891	Caa1-Caa3
Corporate Bonds	3.80 years	11,328,860	Rating Unavailable
Stock Mutual Funds	Current	4,331,939	N/A
Mortgage Backed Securities			
Mortgage Backed Securities	17.41 years	7,200,433	Aaa
Real Estate Investment Trust	Current	15,268,916	N/A
Domestic Stocks	Current	46,323,600	N/A
Commingled Trust Fund	Current	393,825	N/A
Preferred Stocks	Current	184,637	N/A
Foreign Stocks	Current	23,256,391	N/A
Total General Pension Investments		<u>\$ 135,287,945</u>	

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

The Firefighters' Relief and Pension investment plan weighted average maturities, amounts and ratings are as follows:

Fire Pension	Weighted Average Maturity	Amount	Rating
Short term investments	Current	\$ 2,374,798	N/A
Debt Securities & Bond Mutual Funds			
Corporate Bonds	4.44 years	3,564,642	A1 - A3
Corporate Bonds	5.27 years	10,066,523	Aaa
Corporate Bonds	4.27 years	216,612	Aa1 - Aa3
Corporate Bonds	4.60 years	3,380,721	Baa1 - Baa3
Corporate Bonds	2.37 years	1,221,131	Rating Unavailable
Bond Mutual Funds	Current	967,708	N/A
Convertible Corporate Bonds			
Corporate Bonds	1.59 years	80,160	A1 - A3
Corporate Bonds	5.25 years	166,057	Ba1-Ba3
Corporate Bonds	2.78 years	796,829	Baa1 - Baa3
Corporate Bonds	1.94 years	221,932	Caa1 - Caa3
Corporate Bonds	4.88 years	12,360,409	Rating Unavailable
Stock Mutual Funds	Current	22,855,045	N/A
Mortgage Backed Securities			
Mortgage Backed Securities	17.24 years	6,769,311	Rating Unavailable
Real Estate Investment Trust	Current	4,984,147	N/A
Commingled Trust Fund	Current	7,814,612	N/A
Domestic Stocks	Current	40,224,874	N/A
Preferred Stocks	Current	203,536	N/A
Foreign Stocks	Current	1,836,991	N/A
Total Fire Pension Investments		\$ 120,106,038	

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

The Police Officers' Retirement investment plan weighted average maturities, amounts and ratings are as follows:

Police Pension	Weighted Average Maturity	Amount	Rating
Short term investments	Current	\$ 442,582	N/A
Debt Securities & Bond Mutual Funds			
Corporate Bonds	4.29 years	3,823,407	A1 - A3
Corporate Bonds	6.49 years	7,422,570	Aaa
Corporate Bonds	4.27 years	310,149	Aa1 -Aa3
Corporate Bonds	4.36 years	4,389,650	Baa1-Baa3
Corporate Bonds	1.84 years	253,575	Rating Unavailable
Bond Mutual Funds	Current	2,809,924	Rating Unavailable
Mortgage Backed Securities			
Mortgage Backed Securities	14.26 years	11,087,485	Rating Unavailable
Real Estate Investment Trust	Current	11,656,621	N/A
Domestic Stocks	Current	45,737,819	N/A
Foreign Stocks	Current	18,543,882	N/A
Total Police Pension Investments		<u>\$ 106,477,664</u>	

The gross unrealized gains and losses for the marketable equity securities in the pension funds for the fiscal year ended were as follows:

	General Pension and Retirement Fund	Firefighters' Relief and Pension Fund	Police Officers' Retirement Fund	Totals
Unrealized Gains	\$ 35,339,602	\$ 29,509,375	\$ 28,094,464	\$ 92,943,441
Unrealized Losses	(23,378,247)	(20,929,708)	(20,699,514)	(65,007,469)
Net Unrealized Gains/(Loss)	<u>\$ 11,961,355</u>	<u>\$ 8,579,667</u>	<u>\$ 7,394,950</u>	<u>\$ 27,935,972</u>

The average cost method is used in computing realized gains and losses on the sale of marketable equity securities.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

Fair Value Measurements. The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. The City has the following fair value measurements as of September 30, 2023:

General Pension Investment	Level 1	Level 2	Level 3	9/30/2023
Investments by Fair Value Level				
Short Term Investments	\$ 2,591,558	\$	\$	2,591,558
Debt Securities & Bond Mutual Funds:				
Corporate Bonds		23,245,152		23,245,152
Total Debt Securities & Bond Mutual Funds	2,591,558	23,245,152	-	23,245,152
Convertible Corporate Bonds		12,491,494		12,491,494
Stock Mutual Funds	4,331,939			4,331,939
Mortgage Backed Securities:				
Mortgage Backed Securities		7,200,433		7,200,433
Real Estate Investment Trust			15,268,916	15,268,916
Total Mortgage Baked Securities	-	7,200,433	15,268,916	22,469,349
Domestic Stocks	46,323,600			46,323,600
Commingled Trust Fund	393,825			393,825
Preferred Stocks	184,637			184,637
Foreign Stocks	23,256,391			23,256,391
Total Investments measured at fair value	\$ 79,673,508	\$ 42,937,079	\$ 15,268,916	\$ 135,287,945

Short term investments, debt securities, stock mutual funds, commingled trust fund and equity securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Debt securities, convertible corporate bonds and mortgage-backed securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

Mortgage-backed securities are valued using valuation methodologies including pricing models and discounted cash flow models. Level 3 valuations incorporate subjective judgements and consider assumptions including capitalization rates, discount rates, cash flows and other factors that are not observable in the market.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

Fire Pension Investment	Level 1	Level 2	Level 3	9/30/2023
Investments by Fair Value Level				
Short Term Investments	\$ 2,374,798	\$	\$	\$ 2,374,798
Debt Securities & Bond Mutual Funds:				
Corporate Bonds		18,449,629		18,449,629
Bond Mutual Funds	967,708			967,708
Total Debt Securities & Bond Mutual Funds	<u>967,708</u>	<u>18,449,629</u>	<u>-</u>	<u>19,417,337</u>
Convertible Corporate Bonds		13,625,387		13,625,387
Stock Mutual Funds		11,916,016	10,939,029	22,855,045
Mortgage Backed Securities:				
Mortgage Backed Securities		6,769,311		6,769,311
Real Estate Investment Trust			4,984,147	4,984,147
Total Mortgage Baked Securities	<u>-</u>	<u>6,769,311</u>	<u>4,984,147</u>	<u>11,753,458</u>
Domestic Stocks	40,224,874			40,224,874
Commingled Trust Fund	7,814,612			7,814,612
Preferred Stocks	203,536			203,536
Foreign Stocks	1,836,991			1,836,991
Total Investments measured at fair value	<u>\$ 53,422,519</u>	<u>\$ 50,760,343</u>	<u>\$ 4,984,147</u>	<u>\$ 120,106,038</u>

Short term investments, bond mutual funds, debt securities, commingled trust fund and equity securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Debt securities, convertible corporate bonds, and mortgage-backed securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

Mutual funds, and mortgage-backed classified in Level 3 are valued using valuation methodologies including pricing models and discounted cash flow models. Level 3 valuations incorporate subjective judgements and consider assumptions including capitalization rates, discount rates, cash flows and other factors that are not observable in the market.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

Police Pension Investment	Level 1	Level 2	Level 3	9/30/2023
Investments by Fair Value Level				
Short Term Investments	\$ 442,582	\$	\$	442,582
Debt Securities & Bond Mutual Funds:				
Corporate Bonds		16,199,351		16,199,351
Bond Mutual Funds			2,809,924	2,809,924
Total Debt Securities & Bond Mutual Funds	-	16,199,351	2,809,924	19,009,275
Mortgage Backed Securities:				
Mortgage Backed Securities		11,087,485		11,087,485
Real Estate Investment Trust			11,656,621	11,656,621
Total Mortgage Baked Securities	-	11,087,485	11,656,621	22,744,106
Domestic Stocks	45,737,819			45,737,819
Foreign Stocks	18,543,882			18,543,882
Total Investments by Fair Value	\$ 64,724,283	\$ 27,286,836	\$ 14,466,545	\$ 106,477,664

Short term investments, debt securities and equity securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Debt securities and mortgage-backed securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

Bond Mutual Funds and mortgage-backed securities classified in Level 3 are valued using valuation methodologies including pricing models and discounted cash flow models. Level 3 valuations incorporate subjective judgements and consider assumptions including capitalization rates, discount rates, cash flows and other factors that are not observable in the market.

2. Investments

The City's investments of \$95,848,857 are in certificates of deposits with maturities that range from October 2023 to July 2024 and have a weighted average maturity of one year. In addition, the City has \$46,233,622 invested in the FLCLASS investment pool. These investments are not subject to level disclosure in the fair value hierarchy.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

B. Accounts Receivable

1. Unbilled Utility Services

All utility billing is performed on a cyclical basis which gives rise to unbilled gas services at the end of any given period. The City has recorded estimated accounts receivable and the related revenues based on the number of days of unbilled services for each cycle as of the end of the fiscal year.

2. Property Tax Calendar and Revenue Recognition

Escambia County Constitutional Officers perform all appraisals, assessments, and collections of City property taxes as an agent for the City of Pensacola. Property valuations are determined each year as of January 1. All property taxes are levied and become due and payable on November 1. The collection period is from November 1 through March 31, with discounts allowed of 4, 3, 2, and 1 percent for early payment in November through February, respectively. All taxes become delinquent on April 1 in the year following assessment, and tax certificates are sold on all real property with unpaid taxes as of June 1. Property tax revenue recognition occurs during the fiscal year of levy (the year the property tax revenue was intended to finance).

As of November 2001, the City of Pensacola assessed a stormwater fee to provide additional revenue for stormwater management improvements. The fee is billed annually by the Escambia County Property Tax Collector on the November property tax roll with the exception of government-owned property which is billed directly by the City. The stormwater fee is subject to the same collection laws, discounts, and penalties as property taxes. Stormwater revenues are recognized during the fiscal year in which it is billed.

3. Accounts Receivable

Account receivables are shown net of allowances for doubtful accounts as follows:

	Accounts		
	Receivable	Allowance	Net
Governmental activities:			
General Fund	\$ 1,829,563	\$	\$ 1,829,563
Housing Assistance Payments Fund	1,662,708	1,295,213	367,495
Nonmajor Governmental Funds	360,815		360,815
Internal Service Fund	296,955		296,955
Total governmental activities	<u>\$ 4,150,041</u>	<u>\$ 1,295,213</u>	<u>\$ 2,854,828</u>
Business-type activities:			
Utility Fund	\$ 3,096,645	\$ 286,744	\$ 2,809,901
Sanitation Fund	852,013	70,201	781,812
Port Fund	318,137	3,680	314,457
Airport Fund	2,985,110		2,985,110
Total business-type activities	<u>\$ 7,251,905</u>	<u>\$ 360,625</u>	<u>\$ 6,891,280</u>

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

4. Lease Receivables

The City leases land and building space to third parties. As of September 30, 2023, The City's leases receivables were valued at \$34,698,962 and the deferred inflow of resources associated with the leases that will be recognized as revenue over the term of the leases were \$33,345,174. The lease receivables for Governmental and Business-type Activities at September 30, 2023 were as follows:

Governmental Activities

Land leases – annual lease payments totaling \$120,428 plus interest at a rate of 3%, due dates ranging from October 2023 to December 2134.	\$7,096,143
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Building and office space leases – annual lease payments totaling \$185,396 plus interest at a rate of 3%, due dates ranging from September 2024 to December 2071.	<u>1,158,826</u>
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Total Governmental Activities Lease Receivables	<u><u>\$8,254,969</u></u>
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Business-like Activities

Land leases – annual lease payments totaling \$766,839 plus interest at a rate of 3%, due dates ranging from March 2024 to August 2118.	\$20,282,933
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Building and office space leases – annual lease payments totaling \$993,765 plus interest at a rate of 3%, due dates ranging from March 2024 to September 2060.	<u>6,161,060</u>
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Total Business-like Activities Lease Receivables	<u><u>\$ 26,443,993</u></u>
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CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

The payments for the lease receivables are expected to be received in the subsequent years as follows:

Fiscal Year	Governmental Activities		Business-like Activities	
	Principal	Interest	Principal	Interest
2024	\$ 188,509	\$ 248,671	\$ 1,356,984	\$ 774,742
2025	110,382	243,627	912,919	740,914
2026	53,661	242,118	858,030	714,681
2027	54,671	241,050	817,237	690,451
2028	58,546	240,551	822,961	668,571
2029-2033	358,696	1,178,347	4,044,821	2,976,052
2034-2038	439,651	1,129,750	3,467,969	2,448,555
2039-2043	374,532	1,083,362	4,334,059	1,888,577
2044-2048	449,617	1,032,972	5,051,656	1,182,133
2049-2053	517,724	969,267	908,706	738,007
2053-2058	648,205	890,322	997,386	588,000
2059-2063	816,943	785,547	703,283	433,086
2064-2068	1,015,802	650,139	-	380,328
2069-2073	175,158	545,420	-	363,961
2074-2078	32,254	531,503	-	345,190
2079-2083	37,852	511,777	92,315	323,383
2084-2088	35,916	484,153	181,438	298,210
2089-2093	72,503	446,059	210,967	268,611
2094-2098	380,769	395,703	245,078	234,419
2099-2104	489,810	330,131	284,829	194,573
2105-2109	619,302	247,151	330,688	148,605
2110-2114	773,645	142,384	384,266	94,899
2115-2119	191,296	61,680	438,402	32,632
2120-2124	102,586	46,132	-	-
2125-2129	119,178	29,142	-	-
2130-2134	123,202	9,774	-	-
2135-2138	14,557	113	-	-
	<u>\$ 8,254,969</u>	<u>\$ 12,716,846</u>	<u>\$ 26,443,993</u>	<u>\$ 16,528,581</u>

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

The City has leasing agreements with several air carriers that are regulated by the Federal Aviation Administration, and as such qualify to be treated as a regulated lease in accordance with GASB 87. The leases with the air carriers have specific requirements that are subject to external laws and regulations mandated by Federal Aviation Administration. The City leases land and building space to third parties under these agreements. The building leases expired on September 30, 2022. The expired leases continue under a hold over provision until such time that a new lease is negotiated. The hold over provision allows the City to terminate the lease at any time. Revenues collected under the building leases for fiscal year 2023 totaled \$4,065,851. Due to the current hold over provision, expected future minimum lease payments are not included in the schedule below. The land lease range is 30 years with annual lease payments totaling \$9,692. As of September 30, 2023, the remaining nominal amount of the revenue that will be recognized as revenue over the lease term associated with these leases amount to \$35, 950 which is expected to be received for each of the subsequent five years and in five-year increments thereafter as stated below:

<u>Fiscal Year</u>		<u>Business-Type Activities</u>
2024	\$	4,610
2025		2,915
2026		2,915
2027		2,915
2028		2,915
2029-3033		14,577
2034-2037		5,102
Total	\$	<u>35,950</u>

5. Unavailable/Unearned Revenue

Governmental funds report a deferred inflow of resources in connection with receivables for revenues that are not considered available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not-yet earned. Amounts that are “unavailable” are not reported as a deferred inflow of resources in entity-wide statements. At the end of the current fiscal year, the various components of unavailable revenue and unearned revenue reported in the governmental funds were as follows:

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

	<u>Unavailable</u>	<u>Unearned</u>
General Fund		
Special assessments	\$ 16,275	\$
Leases – Land/ROW receivables	23,775	
Communication Services Tax	9,550	
Prepaid lease payments		195,496
Occupational license fees and fines received for subsequent year		672,379
Special Revenue Funds		
HUD - Fraud Recovery	367,496	346
Community Redevelopment Agency - Lease receivables	1,071	
CDBG - Housing Rehab Project notes receivable	281,326	
CMP - Use Fee		14,583
American Rescue Act Funding		8,835,562
Home Reconstruction Loans	503,395	
Grant request and draws prior to meeting all requirements		133,292
	<u>\$ 1,202,888</u>	<u>\$ 9,851,658</u>

The American Rescue Plan grant does not require the City to hold unspent funds in a separate bank account. The unspent monies are not earned so it is not a component of net position at the fund or government-wide level. Since the terms of the grant require the funds to be expended within a set number of years and unspent funds are not considered restricted assets of the government unit, the City does not consider presentation of the unspent monies as restricted assets necessary as of September 30, 2023.

The Airport Fund includes \$34,154,353 in unearned revenue related to an advance on project funding as required by the “Project Development Agreement” which includes \$25,029,212 from VTMAE and \$9,125,141 from Escambia County. This agreement stipulates the timing and use of the funding for the development of a commercial aircraft maintenance, repair, and overhaul (“MRO”) campus at Pensacola International Airport. VTMAE will provide a total of \$35,000,000 towards the estimated \$210,125,000 project as further disclosed in Note IV. H. The unspent funds are not considered earned until funds are expended and therefore are not a component of the Airport's net position.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

C. Capital Assets

Capital asset activity for governmental activities for the fiscal year ended September 30, 2023 were as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Non-depreciable Assets:				
Land	\$ 21,520,196	\$ 220,258	\$	\$ 21,740,454
Construction in Progress	10,634,323	18,082,387	(12,922,972)	15,793,738
Total Non-depreciable assets	<u>32,154,519</u>	<u>18,302,645</u>	<u>(12,922,972)</u>	<u>37,534,192</u>
Depreciable Assets:				
Buildings	134,841,402	1,683,012	(50,334)	136,474,080
Improvements	59,074,924	4,791,088	(1,017,721)	62,848,291
Infrastructure	159,340,702	5,198,955	(87,645)	164,452,012
Equipment	60,997,300	5,480,854	(2,440,333)	64,037,821
Right-to-use lease equipment	108,636	197,061	-	305,697
Right-to-use SBITA	146,078	-	-	146,078
Total Depreciable assets	<u>414,509,042</u>	<u>17,350,970</u>	<u>(3,596,033)</u>	<u>428,263,979</u>
Less accumulated depreciation for:				
Buildings	44,456,674	3,082,585	(40,477)	47,498,782
Improvements	31,700,984	2,139,583	(484,205)	33,356,362
Infrastructure	65,556,177	6,723,217	(81,650)	72,197,744
Equipment	41,723,174	4,001,727	(2,365,498)	43,359,403
Right-to-use lease equipment	103,737	42,156	-	145,893
Right-to-use SBITA	-	3,516	-	3,516
Total accumulated depreciation	<u>183,540,746</u>	<u>15,992,784</u>	<u>(2,971,830)</u>	<u>196,561,700</u>
Total depreciable assets net of depreciation	<u>230,968,296</u>	<u>1,358,186</u>	<u>(624,203)</u>	<u>231,702,279</u>
Governmental activities net capital assets	\$ <u>263,122,815</u>	\$ <u>19,660,831</u>	\$ <u>(13,547,175)</u>	\$ <u>269,236,471</u>

The preceding schedule includes capital assets and accumulated depreciation for both governmental funds and the internal services funds. Per GASB 34 requirements, the internal service funds are reported on the entity-wide statements as a governmental activity. In fiscal year 2023, the net book value of assets held by Internal Service Funds is \$2,435,016. Total depreciation expense for governmental activities for fiscal year 2023 is \$15,992,784.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

Capital asset activity for business-type activities for the fiscal year ended September 30, 2023 were as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
<u>Business-type activities:</u>				
Non-Depreciable Assets:				
Land	\$ 38,397,584	\$	\$	\$ 38,397,584
Construction in Progress	66,803,598	19,992,937	(82,598,649)	4,197,886
Total Non-depreciable assets	<u>105,201,182</u>	<u>19,992,937</u>	<u>(82,598,649)</u>	<u>42,595,470</u>
Depreciable Assets:				
Buildings	189,006,970	60,387,204		249,394,174
Improvements	235,091,350	23,149,545	(5,337,440)	252,903,455
Equipment	45,007,933	5,429,074	(53,788)	50,383,219
Right to-use lease land	298,819			298,819
Right to-use SBITA	300,855			300,855
Total Depreciable assets	<u>469,705,927</u>	<u>88,965,823</u>	<u>(5,391,228)</u>	<u>553,280,522</u>
Less accumulated depreciation for:				
Building	104,886,865	6,335,130		111,221,995
Improvements	126,010,317	7,344,982	(5,337,439)	128,017,860
Equipment	28,985,446	3,251,706	(23,906)	32,213,246
Right to-use lease land	27,955	15,804		43,759
Right to-use SBITA	<u>101,724</u>	<u>101,724</u>		<u>203,448</u>
Total accumulated depreciation	<u>260,012,307</u>	<u>17,049,346</u>	<u>(5,361,345)</u>	<u>271,700,308</u>
Total depreciable assets net of depreciation	<u>209,693,620</u>	<u>71,916,477</u>	<u>(29,883)</u>	<u>281,580,214</u>
Business-type activities net capital assets	<u>\$ 314,894,802</u>	<u>\$ 91,909,414</u>	<u>\$ (82,628,532)</u>	<u>\$ 324,175,684</u>

Total depreciation expense for business-type activities for fiscal year 2023 is \$17,049,346.

There are two intangible assets reported in the Utility Fund representing the excess of the purchase price paid over the fair market value of assets acquired. In September 1989, the City purchased the Escambia County Utilities Authority's Timberland Natural Gas Distribution and recorded goodwill of \$131,646. The intangible asset is amortized on a straight-line basis over an estimated useful life of forty years. In October 2021, the City purchased a portion of Okaloosa Gas District service area and recorded goodwill of \$82,250. The intangible asset is amortized on a straight-line basis over an estimated useful life of ten years.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:

General Government	\$ 713,853
Public Safety	2,508,776
Physical Environment	1,970,258
Transportation	3,596,619
Economic Environment	50,978
Culture and Recreation	5,211,334
Unallocated Infrastructure	1,638,021
Capital assets held by governmental type internal service funds are charged to the various functions based on their usage	302,945

Total depreciation expense-governmental activities	\$ <u>15,992,784</u>
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Infrastructure reported per requirement of GASB 34 is presented as a separate line item instead of a specific function/program.

Business-type activities:

Gas	\$ 3,129,712
Sanitation	730,945
Port	1,131,653
Airport	<u>12,057,036</u>

Total depreciation expense- business-type activities	\$ <u>17,049,346</u>
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The fifteen-year lease agreement for the City owned Amtrak Station expired May 14, 2008. Rail services for the Sunset Limited route which passes through Northwest Florida have been suspended since 2005 as a result of the damages suffered by Hurricane Katrina. The carrying value for the land and building is approximately \$454,762 as reported in the governmental activities.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

D. Interfund Receivables, Payables, and Transfers

Interfund receivables/payables balances as of September 30, 2023, are as follows:

	<u>Due To</u>	<u>Due From</u>	<u>Advance To</u>	<u>Advance From</u>
Governmental activities:				
General Fund	\$	\$ 1,727,890	\$	\$
Housing Assistance Fund	92,234			
Local Option Sales Tax Fund	277,530			
American Rescue Plan Act Fund	15,951			
Nonmajor Governmental Funds	828,766	354,966		
Internal Service Funds	826,004			
Total Governmental activities	<u>2,040,485</u>	<u>2,082,856</u>	<u>-</u>	<u>-</u>
Business-type activities:				
Utility Fund	315,337	670,000		
Sanitation Fund	132,742			
Port Fund	23,681			
Airport Fund	240,611	-		
Total Business-type activities	<u>712,371</u>	<u>670,000</u>	<u>0</u>	<u>-</u>
Total governmental and business-type activities	<u>\$ 2,752,856</u>	<u>\$ 2,752,856</u>	<u>\$ -</u>	<u>\$ -</u>

Internal balances-current reported in the government-wide statement of net position in the amount of \$42,371 represents the amounts receivable/payable between government and business-type activities for end of year payroll liabilities, risk management claims and inter-fund transfers.

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CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

For the year ended September 30, 2023, interfund transfers are as follows:

Governmental activities:			
<u>Major Governmental Funds</u>	Transfer In	Transfer Out	Purpose
General Fund	\$ 8,000,000	\$ 7,094,627	Transfer from Utility Fund Transfer to CRA, Golf, Eastside TIF, Westside TIF and Stormwater Capital
Local Option Sales Tax Fund (LOST)		770,981	Transfer to Port and Airport
<u>Nonmajor Governmental Funds</u>			
Local Option Gasoline Tax (LOGT)		1,535,748	Transfer to Local Option Gasoline Tax Debt Service
Community Redevelopment Agency (CRA)	3,381,226	4,030,516	Transfer from General Fund Transfer to CRA Debt Service
Golf Course Fund	200,000		Transfer from General Fund
Eastside Tax Increment Financing District	148,282	89,537	City's required contribution Transfer to CRA Debt Service
Inspections Fund		5,556	Transfer to Internal Service Fund
Westside Tax Increment Financing District	630,119	278,666	City's required contribution Transfer to CRA Debt Service
CRA Debt Service	4,398,719		Transfer from CRA, Eastside TIF and Westside TIF
Local Option Gas Tax Det Service Fund	1,535,748		Transfer from LOGT
Stormwater Capital Fund	2,735,000		Transfer from General Fund
Internal Service Fund	5,556		Transfer from Inspections
Business-type activities:			
Utility Fund		8,000,000	Transfer to General Fund
Port Fund	28,320		Transfer from LOST
Airport Fund	742,661		Transfer from LOST
Total	\$ <u>21,805,631</u>	\$ <u>21,805,631</u>	

Transfers reported in the government-wide statement of activities in the amount of \$7,229,019 represent the net amount of transfers between government and business-type activities. Fund financial statements report transfers without eliminations within same type activity and are reported in the schedule above.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

E. Long-term Debt

Individual Bond Issues and Notes Payable

Below are the City's individual long-term debt issues which were outstanding on September 30, 2023:

Governmental activities:

Nonmajor Funds

\$14,314,000 Local Option Gas Tax Revenue Bond, Series 2016 was issued for the purpose of financing the cost of the acquisition and construction of capital improvements to the road system of the City of Pensacola and the costs of issuance on the borrowing. The bond has a fixed interest rate of 1.83% commencing December 31, 2016, to and including December 31, 2026, payable each December 31 and June 30 of each year. Principal payments commenced on December 31, 2016, payable December 31 of each year. Debt service payments are secured with Local Option Gasoline Tax revenues. Final maturity of principal occurs on December 31, 2026. \$ 5,924,000

\$1,307,000 Eastside Redevelopment Revenue Bond, Series 2017 was issued for the purpose of financing certain community redevelopment capital improvements in the Eastside Neighborhood Redevelopment Area included in the Eastside Neighborhood Plan and the costs of issuance on the borrowing. The bond has a fixed interest rate of 3.33% commencing April 1, 2018, to and including April 1, 2037, payable each April 1 and October 1 of each year. Principal payments commenced on April 1, 2018, payable April 1 of each year. Debt service payments are secured with Tax Increment Financing (TIF) revenues derived from the Eastside Redevelopment Area and in the event that these revenues are insufficient, the Local Business Tax. Final maturity of principal occurs on April 1, 2037. 988,000

\$4,082,000 Westside Redevelopment Revenue Bond, Series 2017 was issued for the purpose of financing certain community redevelopment capital improvements in the Westside Neighborhood Redevelopment Area included in the Westside Neighborhood Plan and the costs of issuance on the borrowing. The bond has a fixed interest rate of 3.33% commencing April 1, 2018, to and including April 1, 2037, payable each April 1 and October 1 of each year. Principal payments commenced on April 1, 2018, payable April 1 of each year. Debt service payments are secured with Tax Increment Financing (TIF) revenues derived from the Westside Redevelopment Area and in the event that these revenues are insufficient, the Local Business Tax. Final maturity of principal occurs on April 1, 2037. 3,087,000

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

\$8,000,000 Urban Core Redevelopment Revenue Bond, Series 2017 was issued for the purpose of financing certain community redevelopment capital improvements in the Urban Core Redevelopment Area included in the Urban Core Community Redevelopment Plan and the costs of issuance on the borrowing. The bond has a fixed interest rate of 3.60% commencing April 1, 2018, to and including April 1, 2040, payable each April 1 and October 1 of each year. Principal payments commenced on April 1, 2018, payable April 1 of each year. Debt service payments are secured with Tax Increment Financing (TIF) revenues derived from the Urban Core Redevelopment Area and in the event that these revenues are insufficient, a covenant to budget and appropriate non-ad valorem revenues of the City. Final maturity of principal occurs on April 1, 2040.

7,155,000

\$25,000,000 Infrastructure Sales Surtax Revenue Bond, Series 2017 was issued for the purpose of financing the cost of acquisition, construction renovation and equipping of additions, extensions, and improvements to facilities and general infrastructure of the City of Pensacola and the costs of issuance on the borrowing. The bond has a fixed interest rate of 2.15% commencing April 1, 2018, to and including October 1, 2028, payable each October 1 and April 1 of each year. Principal payments commenced on October 1, 2018, payable October 1 of each year. Debt service payments are secured with Infrastructure Sales Surtax revenues. Final maturity of principal occurs on October 1, 2028.

14,412,000

\$58,140,000 Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019 was issued for the purpose of refunding the outstanding principal balance of the Redevelopment Revenue Bonds, Series 2009B, as well as financing certain community redevelopment capital improvements in the Urban Core Redevelopment Area included in the Urban Core Community Redevelopment Plan and the costs of issuance on the borrowing. The bond has a fixed interest rate of 3.40% commencing October 1, 2019, to and including December 31, 2043, payable each April 1 and October 1 of each year. Principal payments commenced on April 1, 2021, payable April 1 of each year. Debt service payments are secured with Tax Increment Financing (TIF) revenues derived from the Urban Core Redevelopment Area and in the event that these revenues are insufficient, a covenant to budget and appropriate non-ad valorem revenues of the City. Final maturity of principal occurs on December 31, 2043.

53,582,180

Total Nonmajor Fund Types 85,148,180

Total Governmental Activities \$ 85,148,180

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

Business-type Activities:

Utility Enterprise

\$15,000,000 Gas System Revenue Note, Series 2016 was issued for the primary purpose of financing and/or reimbursing the cost of the design, permitting, acquisition, construction, rehabilitation and equipping of certain capital improvements to the system. The note has a fixed interest rate of 1.97% with annual principal installments beginning October 1, 2017. Debt service payments are secured with Net Revenues of the Utility System. Final maturity of principal occurs on October 1, 2026.

7,851,000

Total Utility Enterprise

7,851,000

Airport Enterprise

\$12,465,000 Airport Refunding Revenue Note, Series 2015 refunded the outstanding principal of the Airport Refunding Revenue Bonds (Non-AMT), Series 2005A. Note has a fixed interest rate of 2.55% commencing April 1, 2016, to and including October 1, 2027, payable each April 1 and October 1 of each year. Principal payments commenced on October 1, 2016, payable October 1 of each year. Debt service payments are secured with Net Revenues of the Airport. Final maturity of principal occurs on October 1, 2027.

5,650,000

\$6,300,000 Airport Refunding Revenue Note, Series 2017 refunded the outstanding principal of the Airport Revenue Bonds, Series 2012. Note has a fixed interest rate of 2.51% commencing April 1, 2018, to and including October 1, 2027, payable each April 1 and October 1 of each year. Principal payments commenced on October 1, 2018, payable October 1 of each year. Debt service payments are secured with Net Revenues of the Airport. Final maturity of principal occurs on October 1, 2027.

3,420,000

\$29,678,000 Airport Refunding Revenue Note, Series 2018 refunded the outstanding principal of the Airport Revenue Bonds, Series 2008. Note has a fixed rate of 3.93% commencing October 1, 2018 percent to and including October 1, 2038, payable each April 1 and October 1 of each year. Principal payments commenced on October 1, 2018, payable October 1 of each year. Debt service payments are secured with Net Revenues of the Airport and is further secured by certain PFC revenues, to the extent that such PFC revenues are deposited into the bond fund. Final maturity of principal occurs on October 1, 2038.

25,135,000

Total Airport Enterprise

34,205,000

Total Business-type Activities

\$ 42,056,000

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

Changes in Long-Term Liabilities

Following is a summary of changes in the long-term liabilities for the City as well as the material liabilities for the City's component unit year ended September 30, 2023:

	Beginning Balance		Increases		Decreases		Ending Balance		Due Within One Year
Governmental Activities									
Due to other governments	\$ 6,590,018	\$		\$	(1,390,018)	\$	5,200,000	\$	1,300,000
Claims and judgements	3,769,562		2,014,443		(1,763,145)		4,020,860		2,195,524
Compensated absences	5,364,058		4,050,822		(3,865,562)		5,549,318		617,576
Bonds/Notes payable	90,739,248				(5,591,068)		85,148,180		5,724,612
Lease payable	4,443		159,735		(4,443)		159,735		64,691
SBITA payable	95,917						95,917		47,236
Total OPEB liability	13,192,540		436,345		(5,734,736)		7,894,149		305,442
Net Pension liability	29,456,779		99,074,790		(17,745,659)		110,785,910		
Governmental activity long term liabilities	<u>\$ 149,212,565</u>	<u>\$</u>	<u>105,736,135</u>	<u>\$</u>	<u>(36,094,631)</u>	<u>\$</u>	<u>218,854,069</u>	<u>\$</u>	<u>10,255,081</u>
Business-type activities									
Due to other governments	\$	\$	9,750	\$	\$	\$	9,750	\$	9,750
Compensated absences	2,106,223		1,079,188		(994,514)		2,190,897		799,105
Bonds/Notes payable	46,700,000				(4,644,000)		42,056,000		4,777,000
Lease payable	292,996				(10,388)		282,608		11,161
SBITA payable	203,486		3,045		(105,089)		101,442		101,442
Total OPEB liability	5,149,766		169,690		(2,292,416)		3,027,040		122,371
Net Pension liability	9,260,271		26,336,337		(5,553,028)		30,043,580		
Business-type activity long term liabilities	<u>\$ 63,712,742</u>	<u>\$</u>	<u>27,598,010</u>	<u>\$</u>	<u>(13,599,435)</u>	<u>\$</u>	<u>77,711,317</u>	<u>\$</u>	<u>5,820,829</u>

The City's outstanding bonds payable and notes payable do not contain any significant events of default with finance-related consequences, termination events with finance-related consequences, or subjective acceleration clauses.

Due to other governments includes an Interlocal agreement between the City of Pensacola and the Emerald Coast Utilities Authority (ECUA) which committed the City to contribute to the Main Street Wastewater Treatment Plant Replacement Project (the Project). The City committed \$19.5 million for the project and agreed to budget and appropriate water and sewer franchise fees and the beverage license tax revenues. For accounting purposes, this is a voluntary non-exchange transaction. In December 2012, ECUA provided documentation which showed all eligibility criteria had been met as of September 30, 2012. Therefore, the long-term liability and expenditure were recorded in the City's government-wide financial statements. Since the long-term liability is not due and payable in the current period it is not recorded in the fund financial statements.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

Related to this transaction, the City entered in an agreement with the Community Redevelopment Agency (CRA) wherein the annual installments to ECUA will be paid from CRA revenues and any shortfall paid by the City will be reimbursed.

Compensated absences are estimated at year end only. In addition, for the governmental activities, claims and judgments are liquidated by the insurance retention fund and compensated absences are liquidated primarily by the general fund.

Other Postemployment Benefits (OPEB) were calculated by an independent consultant which provided an actuarial valuation of post-employment benefits as required by GASB 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*.

Pension liability was calculated by an independent consultant which provided an actuarial valuation of pension benefits as required by GASB 67, *Financial Reporting for Pension Plans*, and GASB 68, *Accounting and Financial Reporting for Pensions*. Net pension liability is liquidated primarily by the general fund.

Summary of Debt Service Requirements to Maturity

Annual debt service requirements to maturity for the City's long-term bonds and notes as well as the material long-term bonds and notes for the City's component unit are as shown on the next page; includes both fixed and variable interest rate bonds/notes:

Governmental Long-Term Debt

Fiscal Year Ending September 30,	Principal	Interest	Total Principal and Interest
2024	\$ 5,724,612	\$ 2,491,224	\$ 8,215,836
2025	5,854,981	2,349,013	8,203,994
2026	5,989,901	2,203,375	8,193,276
2027	6,135,210	2,054,121	8,189,331
2028	5,143,969	1,915,182	7,059,151
2029-2033	17,172,514	7,865,542	25,038,056
2034-2038	16,753,418	5,344,400	22,097,818
2039-2043	18,273,568	2,586,815	20,860,383
2044	4,100,007	104,550	4,204,557
Total	<u>85,148,180</u>	<u>26,914,222</u>	<u>112,062,402</u>
Less: Current	<u>(5,724,612)</u>	<u>-</u>	<u>(5,724,612)</u>
Total government debt	<u><u>\$ 79,423,568</u></u>	<u><u>\$ 26,914,222</u></u>	<u><u>\$ 106,337,790</u></u>

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

Business-Type Activities Long-Term Debt

Fiscal Year Ending September 30,	Principal	Interest	Total Principal and Interest
2024	\$ 4,777,000	\$ 1,309,150	\$ 6,086,150
2025	4,905,000	1,180,846	6,085,846
2026	5,051,000	1,048,612	6,099,612
2027	5,190,000	912,276	6,102,276
2028	3,267,000	792,271	4,059,271
2029-2033	7,590,000	2,984,521	10,574,521
2034-2038	9,215,000	1,338,656	10,553,656
2039	2,061,000	40,499	2,101,499
Total	<u>42,056,000</u>	<u>9,606,831</u>	<u>51,662,831</u>
Less: Current	<u>(4,777,000)</u>	<u>-</u>	<u>(4,777,000)</u>
Total business-type debt	<u><u>\$ 37,279,000</u></u>	<u><u>\$ 9,606,831</u></u>	<u><u>\$ 46,885,831</u></u>

Debt Restriction

There are a number of limitations and restrictions contained in the various bond indentures. The City is in compliance with all significant limitations and restrictions. The City has no legal debt margin.

Revenues Pledged for Debt Repayment

The City has pledged future Tax Increment Revenues derived from the Urban Core Redevelopment Area to repay \$6,715,000 in Bonds issued in 2009, \$8,000,000 in Bonds issued in 2017 and a \$58,140,000 Bond issued in 2019. Proceeds of the 2009 bonds provided financing for the construction of a Community Maritime Park. Proceeds from the 2019 bond provided financing to refund \$38,925,000 in outstanding 2009 bonds. Proceeds of the 2017 bond and remaining proceeds from the 2019 bond provided financing for certain community redevelopment capital improvements in the Urban Core Community Redevelopment Area included in the Urban Core Community Redevelopment Area Plan. The bonds are secured by Tax Increment Revenues derived from the Urban Core Redevelopment Area, and with respect to the Series 2009B Bonds Federal Direct Payments, and in the event that these revenues are insufficient a Covenant to Budget and Appropriate and are payable through 2043. Principal and interest paid for the current year on the 2017 bond was \$311,434 and the 2019 bonds was \$3,442,142 and Tax Increment Revenues for the current year were \$9,101,349.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

The City has pledged future Tax Increment Revenues derived from the Eastside Redevelopment Area to repay a \$1,307,000 Bond issued in 2017. Proceeds of the bond provided financing for certain community redevelopment capital improvements in the Eastside Neighborhood Redevelopment Area included in the Eastside Neighborhood Plan. The bond is secured by Tax Increment Revenues derived from the Eastside Redevelopment Area and in the event that these revenues are insufficient, the Local Business Tax and are payable through 2037. Principal and interest paid for the current year were \$89,732 and Tax Increment Revenues for the current year were \$377,004.

The City has pledged future Tax Increment Revenues derived from the Westside Redevelopment Area to repay a \$4,082,000 Bond issued in 2017. Proceeds of the bond will provide financing for certain community redevelopment capital improvements in the Westside Neighborhood Redevelopment Area included in the Westside Neighborhood Plan. The bond is secured by Tax Increment Revenues derived from the Westside Redevelopment Area and in the event that these revenues are insufficient, the Local Business Tax, and are payable through 2037. Principal and interest paid for the current year were \$279,492 and Tax Increment Revenues for the current year were \$1,602,654.

The City has pledged future Infrastructure Sales Tax to repay \$25,000,000 in a Bond issued in 2017. Proceeds from the 2017 bond were used to finance the cost of acquisition, construction renovation and equipping of additions, extensions, and improvements to facilities and general infrastructure of the City of Pensacola. Debt service payments are secured with the Infrastructure Sales Tax revenues and are payable through 2028. Principal and interest paid for the current year on the 2017 bond was \$2,561,809 and Infrastructure Sales Tax revenues for the current year were \$12,194,355.

The City has pledged future Local Option Gasoline Tax (LOGT) revenues to repay \$14,314,000 in a Bond issued in 2016. Proceeds of the bond was used to finance the cost of the acquisition and construction of capital improvements to the road system of the City of Pensacola and the costs of issuance on the borrowing. Debt service payments are secured with the LOGT revenues through 2026. In the event that LOGT is insufficient to pay debt service, the loan is furthered secured by a covenant to budget and appropriate from the City's non-ad valorem revenues. Principal and interest paid for the current year were \$1,536,356 and LOGT revenues for the current year were \$1,477,395. Local Option Gasoline Tax revenues along with funds available in the Local Option Gas Tax Debt Service Fund are sufficient to make annual debt service payments.

The City has pledged future Net Revenues of the Utility System to repay \$20,000,000 in Notes issued in 2011 and 2016. Proceeds of the notes were used to provide financing for the construction of and rehabilitation of capital improvements to the gas system. Debt service payments are secured with the Net Revenues of the Utility System through 2026. Principal and interest paid (cash basis) for the current year were \$2,041,066 and net revenues for the current year were \$11,733,955.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

The City has pledged future Net Revenues of the Airport to repay \$48,443,000 in Bonds and Notes issued between 2015 through 2018. Proceeds of the bonds were used to finance the acquisition, construction and rehabilitation improvements to the Airport Facilities as well as refinance its Airport Revenue Refunding Bond, Series 2005A, Airport Improvement Revenue Bonds, Series 2008 and Airport Revenue Bonds, Series 2012. Debt service payments are secured with the Net Revenues of the Airport through 2038. Principal and interest paid (cash basis) for the current year were \$2,317,584 and net revenues for the current year were \$17,915,601. Net Revenues excludes CFC revenues of \$3,109,627 pledged towards the Airport Taxable Customer Facility Charge Revenue Note, Series 2008, operating expenses of \$856,979, and grant operating expenses of \$9,579,946.

The City has pledged future Passenger Facility Charge (PFC) revenue (to the extent they are deposited into the Bond Fund) of the Airport to refinance its Airport Revenue Bonds, Series 2008. Proceeds of the bonds were used to finance acquisition, construction, and rehabilitation improvements to the Airport Facilities. Debt service payments are secured with the Passenger Facility Charge (PFC) revenue to the extent they are deposited into the Bond Fund through 2038. Principal and interest paid (cash basis) for the current year were \$1,719,110 and net revenues for the current year were \$5,257,691.

Direct Borrowings, Direct Placements and Lines of Credit

The City has no direct borrowings, direct placements, or unused lines of credit.

Leases Payable

The City is a lessee for noncancellable leases of land and equipment. At September 30, 2023, the City's lease payable of \$442,343 was composed of the following:

Governmental Activities

Equipment leases – annual lease payments total \$40,022; due date March 2026. This amount includes interest at a rate of 3%.	<u>\$159,735</u>
Total Governmental Activities Lease Payable	<u>\$159,735</u>

Business-like Activities

Land leases – annual lease payments total \$19,041; due dates ranging from September 2032 to March 2046. This amount includes interest at a rate of 3%.	<u>\$282,608</u>
Total Business-like Activities Lease Payable	<u>\$282,608</u>

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

The future principal and interest lease payments as of September 30, 2023 were as follows:

Fiscal Year	Governmental Activities		Business-like Activities	
	Principal	Interest	Principal	Interest
2024	\$ 64,691	\$ 3,795	\$ 11,161	\$ 8,344
2025	66,671	1,812	12,015	7,973
2026	28,372	160	12,884	7,600
2027	-	-	13,793	7,200
2028	-	-	14,724	6,792
2029-2033	-	-	75,996	26,603
2034-2038	-	-	46,003	18,013
2039-2043	-	-	60,625	10,036
2044-2046	-	-	35,408	1,291
	<u>\$ 159,735</u>	<u>\$ 5,767</u>	<u>\$ 282,608</u>	<u>\$ 93,852</u>

SBITA Payable

The City has subscription-based information technology arrangements. At September 30, 2023, The City's SBITA payable of \$197,359 was composed of the following:

Governmental Activities

Annual subscription payments total \$50,162; due date of September 2026. This amount includes interest at a rate of 3%. \$95,917

Total Governmental Activities SBITA Payable \$95,917

Business-like Activities

Annual subscription payments total \$106,410; due dates ranging from August 2024 to September 2024. This amount includes interest at a rate of 3%. \$101,442

Total Business-like Activities SBITA Payable \$101,442

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

The future principal and interest SBITA payments as of September 30, 2023 were as follows:

<u>Fiscal Year</u>	<u>Governmental Activities</u>		<u>Business-like Activities</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2024	\$ 47,236	\$ 2,829	\$ 101,442	\$ 1,268
2025	48,681	1,381	-	-
	<u>\$ 95,917</u>	<u>\$ 4,211</u>	<u>\$ 101,442</u>	<u>\$ 1,268</u>

Florida Ports Finance Commission Agreement

Florida Ports Financing Commission Revenue Bonds, Series 1999 – On July 17, 1996, the Florida Ports Financing Commission (the “Commission”) was created pursuant to Section 320.20(3) and Chapter 163, Part I, Florida Statutes through an Interlocal Agreement among Canaveral Port Authority, Jacksonville Port Authority and Panama City Port Authority. The Commission’s purpose is to provide a cost-effective means of financing various capital projects for the State of Florida’s ports by issuing bonds and transferring the proceeds thereof to the individual ports. The Commission and SunTrust Bank, Central Florida, National Association, Orlando, Florida (the “Trustee”) entered into an Indenture of Trust, dated September 1, 1999 (the “Indenture”), which authorized the issuance of \$153,115,000 Florida Ports Financing Commission Revenue Bonds (State Transportation Trust Fund), Series 1999 (the Bonds”). The Bonds were refunded in 2011 with principal and interest payments through October 1, 2029.

On October 14, 1999, the Bonds were issued to provide funds to finance the costs of acquiring and constructing capital projects undertaken by 10 ports located in the State of Florida (the “Ports”), including the City. The amount allocated to the City was not to exceed \$3,000,000, which was available for approved expenditures. The Commission loaned the proceeds of the Bonds (the “Loans”) to the Ports pursuant to separate loan agreements (the “Loan Agreements”) entered into between each of the Ports individually and the Commission.

The Loan Agreement entered into by the City provides that the City will repay its Loan solely from monies due from the State Transportation Trust Funds. Pursuant to Section 320.20(4), Florida Statutes, \$15,000,000 of the revenues received by the State of Florida from motor vehicle registration fees is to be deposited annually in the State Transportation Trust Fund for funding Projects (the “State Monies”). Basic Payments under the Loan Agreement are payable solely from monies on deposit in the State Transportation Trust Fund. The Department of Transportation and the Commission entered into a Master Agreement pursuant to which the Department of Transportation agrees to transfer the State Monies annually into an escrow account held by the State Department of Insurance, Division of Treasury, on behalf of the Trustee which may be drawn upon by the Trustee in order to pay the debt service on the Bonds as the same becomes due. The City has assigned all of its right, title and interest to the monies allocated to the City from State Monies to the Trustee on behalf of the Commission, to pay its portion of debt service on the Bonds.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

In addition to the Basic Payments, the City agreed to pay on demand of the Commission or the Trustee additional payments constituting (a) its proportionate share of certain ongoing fees, costs and expenses related to the financing program, (b) all reasonable fees and expenses of the Commission and the administrator of the financing program, (c) its proportionate share of rebate obligations relating to the Bonds pursuant to Section 149 of the Internal Revenue Code of 1986, and (d) any unallowable costs required to be repaid by the Borrower under the Loan Agreement (the "Additional Payments"). The City has agreed to pay from legally available non-ad valorem revenues of its Port facilities (the "Port Revenues") sufficient monies to make such Additional Payments. Such agreement is applicable solely to the Additional Payments and does not cover the Basic Payments.

The Bonds do not create nor constitute an obligation or debt of the State of Florida or any political subdivision thereof or any public corporation, port or governmental agency existing under the laws of the State of Florida other than the Commission. The Bonds do not constitute the giving, pledging or loan of the faith and credit of the State of Florida or any political subdivision thereof or any public corporation, port or governmental agency existing under the laws of the State of Florida. The Bonds are payable solely from State Monies as the Basic Payments of the Borrowers.

The financing program of the Commission described above is in substance a grant program, inasmuch as all debt service payments on the Bonds are payable solely from monies in the State Transportation Trust Fund. The program was structured with Loan Agreements in order to satisfy certain legal requirements. Bondholders have no recourse to the Borrowers, including the City, for payment of the principal and interest on the Bonds.

The City has not recorded a liability for the loan since it does not have any obligation except for monies due it from the State Transportation Trust Fund. As discussed above, all of such monies have been assigned to the Trustee to pay the debt. Except to the extent the City is obligated to pay Additional Payments from the Port Revenues, the City has no other obligation on the debt and no other monies of the Authority have been pledged or are obligated for payment of the debt. As expenditures were incurred for the approved projects, the City recorded a receivable from the Commission for 50% of qualified amounts and recorded the amount to be reimbursed as contributed capital. Monies not expended on approved projects by individual ports (excess project funds) are returned to the funding pool and reallocated. The amount expended by the City in excess of the allocated \$2.7 million was made possible through the excess funding reallocation program. The bond proceeds have since been fully expended by the ports to which they were allocated. The City has incurred in total \$3,904,251 of eligible expenditures.

On January 12, 2021, the Commission agreed to issue Florida Ports Financing Commission Refunding Revenue Bonds, Series 2021 in order to refinance the Series 2011 Bonds with principal and interest payments through October 1, 2029. The City of Pensacola received an additional allocation of \$1,081,712 from the savings that were realized and deposited into the State of Florida's Seaport Grant Program.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

F. Fund Balance Disclosure

Fund Balance information is used to identify the available resources to repay long-term debt, reduce property taxes, add new governmental programs, expand existing ones, or enhance the financial position of the City, in accordance with policies established by the City Council. In accordance with Governmental Accounting and Financial Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, the City classifies fund balance as follows.

Non-Spendable Fund Balance – Amounts that are not in a spendable form or are required to be maintained intact (such as inventory or prepaids).

Restricted Fund Balance – Amounts that can be spent only for the specific purposes stipulated by external resource providers (such as grantors) or enabling legislation. Restrictions may be changed or lifted only with the consent of the resource providers.

Committed Fund Balance – Amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally. An Ordinance adopted by Council establishes a fund balance commitment.

Assigned Fund Balance – Amounts the City intends to use for a specific purpose. The City Council via resolution or the Mayor, as authorized by City Council Policy (enacted through resolution), establishes fund balance assignments.

Unassigned Fund Balance – The residual classification for the General Fund and includes amounts that are not contained in the other classifications. Unassigned amounts are the portion of fund balance which is not obligated or specifically designated and is available for any purpose. The general fund is the only fund that reports a positive unassigned balance amount.

For classification of fund balance 1) when expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, restricted fund balance is considered to have been spent first 2) when expenditures are incurred for purposes for which amounts in any of unrestricted fund balance classifications can be used, committed amounts should be reduced first, followed by assigned amounts and then unassigned amounts.

In June 2010, the City Council approved Resolution No. 31-10 which established the Fund Balance Policy of Governmental Funds as well as committed the Council Reserves Fund Balance in the General Fund. On September 25, 2014, the City Council approved the same Council Reserve Policy by Ordinance, amending chapter 3-1 of the Code of the City of Pensacola, Florida, creating section 3-1-13.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

On March 9, 2017, City Council amended chapter 3-1-13 of the Code of the City of Pensacola, Florida, increasing the minimum reserve from 15 percent to 20 percent.

The Council Reserve, which is required to be a minimum of 20 percent of the General Fund beginning adopted appropriations, is reported as committed fund balance in the General Fund. The Council Reserve shall not be used until current year revenues decrease by 5 percent or more of the total adopted beginning estimated revenues, including transfers and all efforts have been exhausted to fund unanticipated needs and/or emergencies, such as implementing a modified hiring freeze and expenditure reductions. Upon determination of the need, the Mayor may initiate use of the reserves through written communication to the City Council, explaining the nature of the emergency with approval by a two-thirds vote of City Council. Proceeds from the sale of City (general government) owned surplus real property, specifically approved by City Council for such purpose, and any other funds identified in the annual budget (and amendments thereto) will be used to increase the reserve. Interest earnings will be applied on the reserve balance each fiscal year.

The City does not have a formal minimum fund balance policy for unassigned fund balance. A schedule of City fund balances is provided in the following pages.

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**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

	Major Funds			
	General Fund	Housing Assistance Payments	American Rescue Plan Act Fund	Local Option Sales Tax Fund
<i>Fund Balance</i>				
Non-spendable				
Inventories	\$	\$	\$	\$
Prepays and Deposits	58,739	1,032		
Subtotal non-spendable fund balance	58,739	1,032	-	-
Restricted				
Parking				
Redevelopment Rev Bond(s) debt payments				
Stormwater projects				
Section 8 program administrative		2,178,219		
Natural disaster projects				
General government	361,782		161,060	
Transportation	817,666			292,404
Physical Environment				
Saenger capital	442,625			
Public safety	621,539			755,624
Community development projects				
Culture and recreation	161,028			1,022,955
Tree landscape	20,472			
Building inspections				
Local Option Sales Tax debt payment				2,430,929
Subtotal restricted fund balance	2,425,112	2,178,219	161,060	4,501,912
Committed				
Council Reserve	14,398,521			
Tree landscape	507,826			
Park purchases	22,316			
Stormwater projects				
Subtotal committed fund balance	14,928,663	-	-	-
Assigned				
General government	7,875,000			
Demolition	513,793			
Lien amnesty	27,184			
Housing Initiatives Fund	449,140			
Inner City Housing Initiatives				
Parking				
Community development projects				
Natural disaster projects	2,550,000			
Culture and recreation				
Subtotal assigned fund balance	11,415,117	-	-	-
Unassigned	2,408,440		(161,060)	(2,225,854)
<i>Total Fund Balance</i>	\$ 31,236,071	\$ 2,179,251	\$ -	\$ 2,276,058

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

	Nonmajor Funds			
	Special Revenue Funds			
	Special Grants	Local Option Gasoline Tax	Community Development Block Grant	Community Redevelopment Agency
<i>Fund Balance</i>				
Non-spendable				
Inventories	\$	\$	\$	\$
Prepays and Deposits				151
Subtotal non-spendable fund balance	-	-	-	151
Restricted				
Parking				
Redevelopment Rev Bond(s) debt payments				
Stormwater projects				
Section 8 program administrative				
Natural disaster projects				
General government				
Transportation		967,775		
Physical Environment	321,431			
Saenger capital				
Public safety	60,926			
Community development projects			2,032	3,617,866
Culture and recreation	668,101			
Tree landscape				
Building inspections				
Local Option Sales Tax debt payment				
Subtotal restricted fund balance	1,050,458	967,775	2,032	3,617,866
Committed				
Council Reserve				
Tree landscape				
Park purchases				
Stormwater projects				
Subtotal committed fund balance	-	-	-	-
Assigned				
General government				
Demolition				
Lien amnesty				
Housing Initiatives Fund				
Inner City Housing Initiatives				
Parking				
Community development projects				4,120,299
Natural disaster projects				
Culture and recreation				
Subtotal assigned fund balance	-	-	-	4,120,299
Unassigned	(892,462)		(2,032)	
Total Fund Balance	\$ 157,996	\$ 967,775	\$ -	\$ 7,738,316

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

	Nonmajor Funds			
	Special Revenue Funds			
	Stormwater Utility Fund	Parking Fund	Law Enforcement Trust	Natural Disaster Fund
<i>Fund Balance</i>				
Non-spendable				
Inventories	\$	\$	\$	\$
Prepays and Deposits	1,319	2,613		
Subtotal non-spendable fund balance	1,319	2,613	-	-
Restricted				
Parking		55,124		
Redevelopment Rev Bond(s) debt payments				
Stormwater projects	8,625			
Section 8 program administrative				
Natural disaster projects				195,677
General government				
Transportation				
Physical Environment				
Saenger capital				
Public safety			245,428	
Community development projects				
Culture and recreation				
Tree landscape				
Building inspections				
Local Option Sales Tax debt payment				
Subtotal restricted fund balance	8,625	55,124	245,428	195,677
Committed				
Council Reserve				
Tree landscape				
Park purchases				
Stormwater projects	768,355			
Subtotal committed fund balance	768,355	-	-	-
Assigned				
General government				
Demolition				
Lien amnesty				
Housing Initiatives Fund				
Inner City Housing Initiatives				
Parking		736,481		
Community development projects				
Natural disaster projects				3,094,878
Culture and recreation				
Subtotal assigned fund balance	-	736,481	-	3,094,878
Unassigned				
<i>Total Fund Balance</i>	\$ 778,299	\$ 794,218	\$ 245,428	\$ 3,290,555

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

	Nonmajor Funds			
	Special Revenue Funds			
		Eastside Tax Increment Financing District		Westside Tax Increment Financing District
Fund Balance	Golf Course Fund		Inspections Fund	
Non-spendable				
Inventories	\$ 613	\$	\$	\$
Prepays and Deposits	4,629			
Subtotal non-spendable fund balance	5,242	-	-	-
Restricted				
Parking				
Redevelopment Rev Bond(s) debt payments				
Stormwater projects				
Section 8 program administrative				
Natural disaster projects				
General government				
Transportation				
Physical Environment				
Saenger capital				
Public safety				
Community development projects		829,724		2,310,649
Culture and recreation	4,941			
Tree landscape				
Building inspections			2,230,190	
Local Option Sales Tax debt payment				
Subtotal restricted fund balance	4,941	829,724	2,230,190	2,310,649
Committed				
Council Reserve				
Tree landscape				
Park purchases				
Stormwater projects				
Subtotal committed fund balance	-	-	-	-
Assigned				
General government				
Demolition				
Lien amnesty				
Housing Initiatives Fund				
Inner City Housing Initiatives				
Parking				
Community development projects				
Natural disaster projects				
Culture and recreation	474,776			
Subtotal assigned fund balance	474,776	-	-	-
Unassigned				
Total Fund Balance	\$ 484,959	\$ 829,724	\$ 2,230,190	\$ 2,310,649

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

	Nonmajor Funds			Debt Service Fund
	Special Revenue Funds			
			CMP Management Services Fund	CRA Debt Service
Fund Balance	Recreation Fund	Tennis Fund		
Non-spendable				
Inventories	\$	\$	\$	\$
Prepays and Deposits	1,014	1,249	14,756	
Subtotal non-spendable fund balance	1,014	1,249	14,756	-
Restricted				
Parking				
Redevelopment Rev Bond(s) debt payments				4,118,220
Stormwater projects				
Section 8 program administrative				
Natural disaster projects				
General government				
Transportation				
Physical Environment				
Saenger capital				
Public safety				
Community development projects				
Culture and recreation			220,125	
Tree landscape				
Building inspections				
Local Option Sales Tax debt payment				
Subtotal restricted fund balance	-	-	220,125	4,118,220
Committed				
Council Reserve				
Tree landscape				
Park purchases				
Stormwater projects				
Subtotal committed fund balance	-	-	-	-
Assigned				
General government				
Demolition				
Lien amnesty				
Housing Initiatives Fund				
Inner City Housing Initiatives				
Parking				
Community development projects				
Natural disaster projects				
Culture and recreation	771,836	274,608	2,120,813	
Subtotal assigned fund balance	771,836	274,608	2,120,813	-
Unassigned				
Total Fund Balance	\$ 772,850	\$ 275,857	\$ 2,355,694	\$ 4,118,220

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

	Nonmajor Funds			
	Debt Service Fund	Capital Projects Funds		
	Local Option Gasoline Tax Debt Service	CRA 2017 Project Fund	CRA 2019 Project Fund	Stormwater Capital
<i>Fund Balance</i>				
Non-spendable				
Inventories	\$	\$	\$	\$
Prepays and Deposits				
Subtotal non-spendable fund balance	-	-	-	-
Restricted				
Parking				
Redevelopment Rev Bond(s) debt payments				
Stormwater projects				296,025
Section 8 program administrative				
Natural disaster projects				
General government				
Transportation	1,536,224			
Physical Environment				
Saenger capital				
Public safety				
Community development projects		5,307,792	7,942,239	
Culture and recreation				
Tree landscape				
Building inspections				
Local Option Sales Tax debt payment				
Subtotal restricted fund balance	1,536,224	5,307,792	7,942,239	296,025
Committed				
Council Reserve				
Tree landscape				
Park purchases				
Stormwater projects				5,999,115
Subtotal committed fund balance	-	-	-	5,999,115
Assigned				
General government				
Demolition				
Lien amnesty				
Housing Initiatives Fund				
Inner City Housing Initiatives				
Parking				
Community development projects				
Natural disaster projects				
Culture and recreation				
Subtotal assigned fund balance	-	-	-	-
Unassigned				
Total Fund Balance	\$ 1,536,224	\$ 5,307,792	\$ 7,942,239	\$ 6,295,140

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

<i>Fund Balance</i>	<u>Total All Funds</u>
Non-spendable	
Inventories	613
Prepays and Deposits	85,502
Subtotal non-spendable fund balance	<u>86,115</u>
Restricted	
Parking	55,124
Redevelopment Rev Bond(s) debt payments	4,118,220
Stormwater projects	304,650
Section 8 program administrative	2,178,219
Natural disaster projects	195,677
General government	522,842
Transportation	3,614,069
Physical Environment	321,431
Saenger capital	442,625
Public safety	1,683,517
Community development projects	20,010,302
Culture and recreation	2,077,150
Tree landscape	20,472
Building inspections	2,230,190
Local Option Sales Tax debt payment	-
Subtotal restricted fund balance	<u>37,774,488</u>
Committed	
Council Reserve	14,398,521
Tree landscape	507,826
Park purchases	22,316
Stormwater projects	6,767,470
Subtotal committed fund balance	<u>21,696,133</u>
Assigned	
General government	7,875,000
Demolition	513,793
Lien amnesty	27,184
Housing Initiatives Fund	449,140
Inner City Housing Initiatives	-
Parking	736,481
Community development projects	4,120,299
Natural disaster projects	5,644,878
Culture and recreation	3,642,033
Subtotal assigned fund balance	<u>23,008,808</u>
Unassigned	1,557,961
<i>Total Fund Balance</i>	<u><u>\$ 84,123,505</u></u>

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION

A. Risk Management

The City is self-insured with respect to general, auto liability and workers' compensation claims. An excess liability policy for workers' compensation has been purchased. In any given fiscal year, insurance settlements have not exceeded insurance coverage. Coverage limits decreased for the Port and increased for the Airport in fiscal year 2023. The coverage limits and deductibles are as follows:

<u>Primary Coverage</u>	<u>Coverage (in millions)</u>	<u>Deductible</u>
Port operations	16	10,000
Airport operations	250	0
Law Enforcement	2	150,000
Public officials	2	75,000

<u>Excess Liability Coverage</u>	<u>Coverage (in millions)</u>	<u>Self Insured Retentions</u>
Workers' compensation (W/C)	Per Florida Statutory Limits	500,000 Per Occurrence
Gas Operation	35	500,000 Per Occurrence
Gas Operation - Pollution	35	500,000 Per Occurrence

The City has established reserves of \$4,174,614 in the Insurance Retention Fund representing a contract between the City and its employees regarding health, life, dental, and survivor disability insurance; a majority of which is survivor disability insurance. This amount is not available for city-wide catastrophic losses.

All departments of the City participate in the self-insurance program and make payments to the Insurance Retention Fund. Claims liability of \$4,020,860 on September 30, 2023 is based on the requirements of *Governmental Accounting Standards Board* (GASB) Statements No. 10 and No. 30, which require that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is a) probable that a liability has been incurred at the date of the financial statements and b) the amount of the loss can be reasonably estimated.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE IV. – OTHER INFORMATION (Continued)

Claim liabilities, including incurred but not reported (IBNR) claims, are based on the estimated ultimate cost of settling the claim (including the effects of inflation and other societal and economic factors), using past experience adjusted for current trends, and any other factors that would modify past experience. Claim liabilities also include specific, incremental claim adjustment expenses. In addition, estimated amounts of salvage and subrogation and reinsurance recoverable on unpaid claims are deducted from the liability for unpaid claims. Expenses and liabilities are estimated through a case-by-case review of all claims and the application of historical experience of the outstanding claims. Estimates of IBNR losses are based on historical experience and are stratified to general, automobile and workers' compensation liabilities.

On September 30, 2023, the claims liability for automobile, general, and workers' compensation liability were \$585,553, \$409,554, and \$3,025,753 respectively. The City's insurance administrators do not calculate, or report discounted amounts for automobile and general liability. Workers' compensation liability is discounted at a rate of 8%. Each claim under workers' compensation is calculated independently using the monthly payment amount and the present value factor. The undiscounted amount is not calculated and, therefore unavailable for disclosure.

Changes in the Fund's claims liability amount in fiscal year 2022 and 2023 were:

Fiscal Year	Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claim Payments	Balance at Fiscal Year End
2022	\$4,578,294	2,105,419	(2,914,151)	\$3,769,562
2023	\$3,769,562	2,014,443	(1,763,145)	\$4,020,860

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CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

B. Pension Plans

The financial statements for the General, Fire, and Police Pension Plans are presented below:

STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	General Pension and Retirement Fund	Firefighter's Relief and Pension Fund	Police Officers' Retirement Fund	Total Pension Trust Funds
ASSETS				
Other cash	\$ 91,090	\$ 118,918	\$ 9,071,298	\$ 9,281,306
Receivables:				
Employer	198	274	145	617
Employee	10,878	30,102	7,552	48,532
Due from other governments		285,455		285,455
Total receivables	<u>11,075</u>	<u>315,830</u>	<u>7,697</u>	<u>334,603</u>
Investments :				
Short term investments	2,591,558	2,374,798	442,582	5,408,938
Debt Securities & Bond Mutual Funds	23,245,152	19,417,337	19,009,275	61,671,764
Convertible Corporate Bonds	12,491,494	13,625,387		26,116,881
Stock Mutual Funds	4,331,939	22,855,045		27,186,984
Mortgage Backed Securities	22,469,349	11,753,458	22,744,106	56,966,913
Commingled Trust Fund	393,825	7,814,612		8,208,437
Domestic Stocks	46,323,600	40,224,874	45,737,819	132,286,293
Preferred Stocks	184,637	203,536		388,173
Foreign Stocks	23,256,391	1,836,991	18,543,882	43,637,264
Total investments	<u>135,287,945</u>	<u>120,106,038</u>	<u>106,477,664</u>	<u>361,871,647</u>
Total assets	<u>\$ 135,390,111</u>	<u>\$ 120,540,786</u>	<u>\$ 115,556,658</u>	<u>\$ 371,487,556</u>
LIABILITIES				
Accounts payable	\$ 137,441	\$ 135,595	\$ 71,766	\$ 344,802
Total liabilities	<u>137,441</u>	<u>135,595</u>	<u>71,766</u>	<u>344,802</u>
NET POSITION				
Restricted for pension benefits	<u>\$ 135,252,670</u>	<u>\$ 120,405,191</u>	<u>\$ 115,484,892</u>	<u>\$ 371,142,753</u>

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE IV. – OTHER INFORMATION (Continued)

**STATEMENT OF CHANGES IN NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

	General Pension and Retirement Fund	Firefighter's Relief and Pension Fund	Police Officers' Retirement Fund	Total Pension Trust Funds
Additions:				
Contributions - city	\$ 5,599,918	\$ 776,239	\$ 3,248,120	\$ 9,624,277
Contributions - employee	258,091	719,300	203,586	1,180,977
Commission recapture		57	1,392	1,449
Insurance proceeds - State of Florida		900,253	755,911	1,656,164
Total contributions	<u>5,858,009</u>	<u>2,395,849</u>	<u>4,209,009</u>	<u>12,462,867</u>
Investment income				
Net appreciation/(loss)				
in fair value of investments	8,344,174	9,959,461	7,458,971	25,762,606
Interest and dividends	3,106,199	2,426,505	2,840,127	8,372,831
	<u>11,450,373</u>	<u>12,385,966</u>	<u>10,299,098</u>	<u>34,135,437</u>
Less investment expense	554,723	528,667	402,872	1,486,262
Net investment income	<u>10,895,650</u>	<u>11,857,299</u>	<u>9,896,226</u>	<u>32,649,175</u>
Total additions	<u>16,753,659</u>	<u>14,253,148</u>	<u>14,105,235</u>	<u>45,112,042</u>
Deductions:				
Pensions paid - employees	10,723,450	7,696,703	7,083,504	25,503,657
Pensions paid - widows	2,171,153	1,089,950	718,307	3,979,410
Pensions paid - children	7,574			7,574
Refunds to employees		143,226		143,226
Deferred retirement option plan	258,561	1,422,415	310,843	1,991,819
Health insurance assistance	95,228			95,228
Administrative expenses	150,308	132,260	124,368	406,936
Total deductions	<u>13,406,274</u>	<u>10,484,554</u>	<u>8,237,022</u>	<u>32,127,850</u>
Change in net position	<u>3,347,385</u>	<u>3,768,594</u>	<u>5,868,213</u>	<u>12,984,192</u>
Net position restricted for pension benefits:				
Beginning of year	<u>131,905,285</u>	<u>116,636,597</u>	<u>109,616,679</u>	<u>358,158,561</u>
End of year	<u>\$ 135,252,670</u>	<u>\$ 120,405,191</u>	<u>\$ 115,484,892</u>	<u>\$ 371,142,753</u>

The State Insurance proceeds are based on Chapter 185.08 and Chapter 175.101 of the Laws of Florida.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE IV. – OTHER INFORMATION (Continued)

Plan Description

Plan administration. The City maintains three contributory, defined benefit, single employer pension plans which are administered by the City's Finance Director. The Firefighters' Relief and Pension Plan covers full-time firefighters; the Police Officers' Retirement Fund covers full-time police officers hired prior to January 1, 2013; the General Pension and Retirement Plan covers non-public safety, full-time employees hired prior to June 18, 2007. The administrative costs are included in the City's cost and contribution rate provided in the actuarial valuation. Benefits and refunds of the defined pension plan are recognized when due and payable in accordance with the terms of the plan.

As of June 18, 2007, the General Pension and Retirement Plan was closed to new participants. Existing non-public safety, full-time employees were given an option to remain in the General Pension and Retirement Plan or join the Florida Retirement System (FRS), multiple-employer, cost sharing public employee retirement system. New participants hired after June 18, 2007 are required to participate in FRS.

The Police Officers' Retirement Fund is for all full-time sworn officers. The Police Officers' Retirement Fund was closed on January 1, 2013 to new participants. The existing participants were given the opportunity to remain in the current plan or participate in the FRS. New officers hired after January 1, 2013 are required to participate in FRS.

Management of all three retirement plans is vested in a Board of Trustees for each plan. The General Pension and Retirement Plan Board consists of six members, two which are elected by the participants, one elected by City Council President and three are appointed by the City Council. The Firefighters' Relief and Pension Plan and the Police Officers' Retirement Fund Board consist of five members, two which are elected by the participants, two are appointed by the City Council and the fifth member is elected by the other four members.

The City also participates in the Florida Retirement System (FRS). The FRS provides two cost sharing, multiple employers defined benefit plans which are administered by Florida Department of Management Services, Division of Retirement (division), including the FRS Pension Plan ("FRS Plan") and Retiree Health Insurance Subsidy ("HIS Plan"). These two plans cover non-public safety, full-time employees hired after June 18, 2007 and new police officers hired after January 1, 2013. Unlike the City's three contributory, defined benefit, single employer pension plans, FRS requires employees to participate in the Federal Social Security Program. The FRS Plan was established and is administered in accordance with Chapter 121, Florida Statutes. The HIS Plan was established and administered in accordance with section 112.363, Florida Statutes.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

The State of Florida issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. That report may be obtained by writing to the Florida Division of Retirement, P.O. Box 9000, Tallahassee, Florida 32399, calling 1-877-377-1737 or from the web site:

http://www.dms.myflorida.com/workforce_operations/retirement/publications.

Plan Membership. Actuarial reports for the General Pension and Retirement plan, Firefighters' Relief and Pension plan and Police Officers' Retirement plan are required to be updated every three years per State Statute Chapter 112.63(2), 175.261(1)(b) and 185.221(2)(b), respectively. Membership of the General Pension and Retirement Plan, on September 30, 2023 as well as the Firefighters' Relief and Pension Plan and the Police Officers' Retirement plan as of September 30, 2023 consisted of the following:

	General Pension and Retirement	Firefighters' Relief and Pension	Police Officers' Retirement
Retirees and beneficiaries receiving benefits	566	173	171
Terminated plan members entitled to but not yet receiving benefits	51	4	16
DROP plan members	16	11	3
Active plan members	73	112	55
Total	<u>706</u>	<u>300</u>	<u>245</u>
Number of participating Employers	1	1	1

The General Pension and Retirement Plan was closed to new participants hired on or after June 18, 2007. The Police Officers' Retirement Fund was closed to new participants hired after January 1, 2013.

Membership of the FRS broken down by class, per City payroll records, as of September 30, 2023 consisted of the following:

DROP	2
Elected Officials	6
Senior Management Retired	1
Regular Class	379
Regular Class Retired	1
Senior Management	10
Special Risk	119
Special Risk Retired	1
Total	<u>519</u>

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE IV. – OTHER INFORMATION (Continued)

Benefits Provided. For the HIS Plan, fiscal year ended June 30, 2023, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$5. The minimum payment is \$30, and the maximum payment is \$150 per month. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide subsidy benefits to all participants, benefits may be reduced or cancelled. All other pension plan benefits are shown in the chart below.

	<u>FRS Plan</u>	<u>General Pension and Retirement</u>	<u>Firefighters' Relief and Pension</u>	<u>Police Officers' Retirement</u>
Vesting	Prior to 7/1/2011 6 years; On or after 07/1/2011 8 years	6 years	10 years	12 years
Eligibility for retirement	Prior to 7/1/2011 Age 62 with (w/o) 30 yrs. of svc or 30 yrs. of svc w/no age requirement After 7/1/2011 age 65 with 33 yrs if svc	Age 55 w/ 20 yrs. of svc or 30 yrs. of svc w/no age requirement	Age 52 w/10 yrs. of svc or 25 yrs. of svc w/no age requirement	Age 55 w/12 yrs. of svc or 25 yrs. of svc w/ no age requirement
Monthly retirement benefit	Based on final average earnings (Prior to 07/1/2011) highest 5 yrs.) (After 07/1/2011 highest 8 yrs.): Regular Class - Age 62 1.6% - Age 63 1.63% - Age 64 1.65% - Age 65 1.68% Senior Mgmt. - Age 62 2% Elected Officials - Age 62 3% Special Risk - Age 62 - 2% if hired between 12/1/70 and 9/30/74 - 3% if hired after 10/1/74	Based on final average earnings (last 5 yrs.): - 75% of 1st \$2,400 - 50% of next \$1,200 - 40% of excess or 2.1% times yrs. of svc prior to 10/1/12 and 1.75% times yrs. of svc after 10/1/12 (30 yrs. max) times final monthly average earnings (whichever formula provides the greater benefit) but not less than 25 per yrs. of svc	Based on final average earnings (highest 2 of last 5 yrs.) or last 5 yrs. if less than 20 yrs. on 6/10/2015: 75% of final monthly average earnings for normal retirements with 25 or more yrs. of svc or: - 75% of 1st \$2,400 - 70% of next \$1,200 - 65% of any add 'l amount for disability retirements and normal retirements w/less than 25 yrs. of svc	Based on final average earnings (highest 2 of last 5 yrs. or last 5 if less than 20 yrs. on 1/1/2013): Percentage of average final compensation for each full year of credited service: - Hired before 10/1/79 receive 2% - Hired on or after 10/1/79 who elected to participate receive 3%
Other Benefits	- Early retirement - Deferred retirement - Disability retirement - Health insurance subsidy - Death benefits - Deferred retirement option program	- Early retirement - Deferred retirement - Disability retirement - Health ins. subsidy - Death benefits - Deferred retirement option program	- Early retirement - Deferred retirement - Disability retirement - Death benefits - Deferred retirement option program	- Early retirement - Deferred retirement - Disability retirement - Death benefits - Deferred retirement option program
Post-retirement COLA	3% per year if retired prior to 7/1/2011; if retired on or after 07/1/2011, years of service before 7/1/2011 divided by total years of service times 3%	Retired prior to 10/1/12 up to 1.5% annually and retired on or after 10/1/12 up to 1% w/a corresponding increase in the CPI	Up to 3% annually w/a corresponding increase in the CPI for those hired prior to 7/1/99; hired between 7/1/99 and 6/10/15 up to 2% annually w/a corresponding increase in CPI; hired after 6/10/15 no COLA	Retired Prior to 1/1/13 up to 3% annually; retired on or after 1/1/13 up to 3% first ten years and not to exceed 2% thereafter w/a corresponding increase in the CPI (Increase at the discretion of Pension Bd)

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

Contributions. For the three contributory, defined benefit, single employer pension plans, the Boards of Trustees establish contributions based on an actuarially determined rate recommended by an independent actuary. The rate is the estimated cost of benefits earned by employees during the year, with an additional amount to finance the unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate, the contribution rate of employees and any Chapter 175/185 funds applied.

The City is required to make contributions to FRS Plan based on state-wide contribution rates, established by the Florida Legislature. The Florida Legislature establishes and amends the contribution requirements and benefit terms of the FRS Plan. The rates are updated as of July 1 of each year. As reported by the FRS, the City's contributions, including employee's three percent contribution to the FRS plan totaled \$3,682,652 for the State's fiscal year ended June 30, 2023.

The HIS Plan is funded by required contributions from FRS participating employers. The Florida Legislature establishes and amends the contribution requirements and benefit terms of the HIS Program. The City's contributions are a percentage of gross compensation for all active FRS members. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. As reported by the FRS, the City's contributions to the plan totaled \$489,617 for the State's fiscal year ended June 30, 2023.

For the year ended September 30, 2023, the contribution rates were as follows:

	FRS Plan	HIS Plan	General Pension and Retirement	Firefighters' Relief and Pension	Police Officers' Retirement
Contributions					
Employee	3.00%	N/A	5.50%	11.00%	5.20%
Employer	See Below	2.00%	119.30%	11.87%	82.96%
Regular Class	13.57%	N/A	N/A	N/A	N/A
Senior Mgmt.	34.52%	N/A	N/A	N/A	N/A
Elect Officials	58.68%	N/A	N/A	N/A	N/A
DROP	21.13%	N/A	N/A	N/A	N/A
Special Risk	32.67%	N/A	N/A	N/A	N/A
Retired	6.78%	N/A	N/A	N/A	N/A
Sr. Mgmt Ret.	25.90%	N/A	N/A	N/A	N/A
Sr. Risk Ret.	13.95%	N/A	N/A	N/A	N/A
State	N/A	N/A	N/A	13.76%	19.30%

All employee contributions to the pension plans are based on a percentage of pay. The remaining contribution percentages shown above are reported as a percentage of pay for comparative purposes only. The General Pension and Retirement and the Police Officers' Retirement plans are closed plans therefore the percentage of pay will continue to increase as participants retire.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

Investments

Investment policy. The City's three contributory, defined benefit, single employer pension plans investment policy for the allocation of invested assets is established and may be amended by their respective Board of Trustees by a majority vote of its members. It is the policy of the Boards of Trustees to pursue an investment strategy that reduces risk through the prudent diversification of the portfolio across a broad selection of distinct asset classes. The Board's policy discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. The following was the Boards' adopted asset allocation policy as of September 30, 2023 and the State Board of Administrations policy as of June 30, 2023.

	Florida Retirement System (FRS)	General Pension and Retirement	Firefighters' Relief and Pension	Police Officers' Retirement
Asset Class:				
Global Equity	54.0%			
Domestic Equity		37%	37%	40%
International Eq		15%	15%	15%
Master Limited Partnerships		5%	5%	
Real Estate	10.3%	8%	8%	10%
Convertible Sec		10%	10%	
Fixed Income	19.8%	25%	25%	25%
Private Equity	11.1%			
Strategic Investments	3.8%			
Cash Equivalents/ Short Term TIPS	1.0%			
Alternatives				10%
Total	100%	100%	100%	100%

Concentrations. The plans did not hold assets in any one organization that exceeded five percent or more of the pension plan's fiduciary net position.

Rate of Return. For the year ended September 30, 2022, the annual money-weighted rate of return on pension plan investments for the General Pension and Retirement Plan was -17.40 percent. For the year ended September 30, 2022, the Firefighters' Relief and Pension Plan was -17.88 percent and the Police Officers' Retirement Fund was -15.52 percent. This reflects the changing amounts actually invested.

Receivables. The pension plans do not have receivables from long-term contracts.

Allocated Insurance Contracts. The pension plans do not have allocated insurance contracts.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

Reserves. The Police Officers' Retirement Fund has a small portion of funds deposited in a Contribution Surplus Account (\$1,063,956) as of September 30, 2023. These funds can be used to fund required contributions and possibly for benefit improvements, respectively.

Deferred Retirement Option Program (DROP)

The City has a DROP for each of the defined benefit plans established by City ordinance. A participant may join when he/she is eligible to receive a retirement benefit. The DROP provides for an accrual of interest at a 4% rate for all participants in the Firefighters' Relief and Pension Plan who entered prior to June 10, 2015 and 1.3% for those who enter thereafter, 4% for the Police Officers' Retirement Fund who entered prior to January 1, 2013 and 1.3% for those who enter thereafter and 4% for the General Pension and Retirement Plan who entered prior to October 1, 2012 and 1.3% for those who enter thereafter.

The DROP ordinance provides that all participants who entered DROP prior to October 1, 2012 may receive a Cost-of-Living Adjustment (COLA) while in DROP. However, those in the Firefighters' Relief and Pension Plan hired after July 1, 1999 and who enter DROP on or after June 10, 2015, those in the Police Officers' Retirement Fund who enter DROP on or after January 1, 2013 and those in the General Pension and Retirement Plan who entered on or after October 1, 2012 receive no COLA while in DROP.

Drop balances as of September 30, 2023 for the General Pension and Retirement Plan, Firefighters' Relief and Pension Plan and Police Officers' Retirement Fund were \$1,844,202, \$1,073,282, and \$396,092, respectively.

The FRS Plan has a DROP available for eligible employees. A participant may join upon reaching normal retirement. Each month the participant defers joining reduces the length of eligible participation. FRS DROP participants accrue interest at a rate of 1.3%.

Net Pension Liability

The General Pension and Retirement Plan, the Firefighters' Relief and Pension Plan and the Police Officers' Retirement Fund do not issue audited stand-alone financial statements but rely on the audit performed for the City. All three of the defined benefit pension plans are included within this financial report. The State of Florida issues a publicly available financial report that includes financial statements and required supplementary information for the FRS.

The funded status of the General Pension and Retirement Plan as of September 30, 2022, the Firefighters' Relief and Pension Plan as of October 1, 2022, the Police Officers' Retirement Fund as of October 1, 2022, and the Florida Retirement System and HIS Plan as of June 30, 2023 are provided in the table on the following page.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

	<u>General Pension</u>	<u>Fire Pension</u>	<u>Police Pension</u>	<u>FRS Plan</u>	<u>HIS Plan</u>	<u>Total</u>
Total Pension Liability	\$ 174,582,913	\$ 139,184,402	\$ 141,929,617	\$ 173,164,260	\$ 12,328,029	\$ 641,189,221
Plan Fiduciary Net Position	(131,905,287)	(116,636,600)	(109,616,680)	(142,660,637)	(507,478)	(501,326,682)
Less Reserve Accounts			966,951			
City Net Pension Liability	<u>42,677,626</u>	<u>22,547,802</u>	<u>33,279,888</u>	<u>30,503,623</u>	<u>11,820,551</u>	<u>140,829,490</u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	75.55%	83.80%	77.23%	82.38%	4.12%	

Basis for Allocation. The City's proportion of the net pension liability for the FRS Plan and HIS plan was calculated based on contributions for each of the fiscal years 2022 and 2023 relative to the contributions of all participants.

On June 30, 2023, the City's FRS Plan proportionate share of net pension liability was .0766%, which was an increase of .0031% from its proportionate share of .0735% measured as June 30, 2022. The City's HIS proportionate share of net pension liability was .0744% which was an increase of .0042% from its proportionate share .0702% measured as of June 30, 2022.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

In accordance with GASB 68, paragraphs 54 and 71, changes in the net pension liability are recognized in pension expense in the current measurement period, except as indicated below. For each of the following, a portion is recognized in pension expense in the current reporting period, and the balance is amortized as deferred outflows or deferred inflows of resources using a systematic and rational method over a closed period, as defined below:

Differences between expected and actual experience with regard to economic and demographic factors – amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).

Changes of assumptions or other inputs – amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).

Changes in proportion and differences between contributions and proportionate share of contributions – amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).

Differences between expected and actual earnings on pension plan investments – amortized over five years.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

The actuarial recognized pension expense, calculated in accordance with GASB 68, for the year ended September 30, 2023, is as follows: General Pension and Retirement Plan \$6,633,903; Firefighters' Relief and Pension Plan \$3,439,129; and Police Officers' Retirement Fund \$(2,951,593) for a total pension expense of \$7,121,439. For the year ended September 30, 2023, the City recognized pension expense of \$7,741,090 for its proportionate share of the FRS Plan and \$4,973,212 for its proportionate share of the HIS plan.

Contributions made after the measurement date for the year ended September 30, 2023 are as follows: General Pension and Retirement Plan \$5,599,918 (one year of contributions); Firefighters' Relief and Pension Plan \$1,676,492; Police Officers' Retirement Fund \$4,004,031; City's proportionate share of the FRS Plan \$927,867 and City's proportionate share of the HIS plan \$135,678. Due to the timing of the actuarial reports, contributions made after the measurement date for the City's three pension plans covered twelve months and contributions made after the measurement date for FRS and HIS covered three months. Contributions made after the measurement date are not included as a deferred outflow of resources in the table below. On September 30, 2023, the City reported deferred outflows of resources, excluding contributions made after the measurement date, and deferred inflows of resources related to pension from the following sources:

	General Pension		Fire Pension		Police Pension		FRS		HIS		Total	Total
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$		\$	- 2,376,786	\$	- 1,270,595	\$	2,864,027	\$	173,045 27,745	\$	3,037,072 3,675,126
Changes of assumptions			767,544	-	-	-	1,988,479		310,759	1,024,291	3,066,782	1,024,291
Net difference between projected and actual investment earnings	21,514,246		18,206,322		13,898,167		1,273,914	-	6,104	-	54,898,753	-
Differences in Proportionate Share of Contributions							3,584,585		1,776,829	-	5,361,414	-
Total	\$ 21,514,246	- \$	18,973,866	2,376,786 \$	13,898,167	1,270,595 \$	9,711,005	- \$	2,266,737	1,052,036	66,364,021	4,699,417

Amounts reported as the net of deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended	General	Police		
September 30:	Pension	Fire Pension	Pension	FRS HIS
2024	5,519,320	3,750,278	1,632,226	1,323,486 212,241
2025	3,747,271	2,573,654	2,315,812	(524,359) 128,682
2026	4,101,289	3,097,437	2,639,042	7,941,522 214,100
2027	8,146,366	7,175,711	6,040,492	754,378 419,942
2028				215,978 222,447
Thereafter				0 17,290
Total	\$ 21,514,246	\$ 16,597,080	\$ 12,627,572	\$ 9,711,005 \$ 1,214,702

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

Actuarial assumptions. The General Pension and Retirement Plan as of September 30, 2022, the Firefighters' Relief and Pension Plan as of October 1, 2022, and the Police Officers' Retirement Fund as of October 1, 2022 total pension liability was determined by an actuarial valuation and the Florida Retirement System was determined by actuarial assumptions as of June 30, 2023, using the following actuarial assumptions, applied to all periods included in the measurement.

	General Pension and Retirement	Firefighters' Relief and Pension	Police Officers' Retirement	FRS Plan	HIS Plan
Actuarial Assumptions:					
Inflation	2.40%	2.70%	2.50%	2.40%	2.40%
Salary increases	4.50% - 9.50%	Service Based	4.00%	3.25%	3.25%
Investment rate of return	7.00%	7.75%	7.13%	6.70%	
Municipal bond rate					3.65%
Mortality	PUB-2010 Mortality table for males & females as appropriate	PUBS.H-2010	PUBS.H-2010	Generational PUB- 2010 with Projection Scale MP-2018	Generational PUB- 2010 with Projection Scale MP-2018

For the City's three defined benefit plans, the long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The long-term expected rate of return on the FRS plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption.

The long-term expected rate of return for each major asset class are summarized in the table below:

Asset Class:	General Pension and Retirement	Firefighters' Relief and Pension	Police Officers' Retirement	Florida Retirement System
Domestic Equity	7.07%	7.10%	7.50%	N/A
International Equity	3.11%	3.10%	8.50%	N/A
Global Equity	N/A	N/A	7.50%	7.10%
Private Equity	N/A	N/A	N/A	8.80%
Master Limited Partnerships	5.60%	5.60%	N/A	N/A
Real Estate	6.38%	6.40%	4.50%	6.60%
Convertible Sec	6.35%	6.40%	N/A	N/A
Strategic Investments	N/A	N/A	N/A	6.10%
Fixed Income	2.00%	2.00%	2.50%	4.40%
TIPS	N/A	N/A	N/A	N/A
Global Bonds	N/A	N/A	3.50%	N/A
Cash	N/A	N/A	N/A	2.90%

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

Discount rate. The projection of cash flows used to determine the General Pension and Retirement Plan's 7.0% discount rate, the Firefighters' Relief and Pension Plan's 7.75% discount rate, the Police Officers' Retirement Fund's 7.125% discount rate and FRS Plan's 6.70% discount rate assumed that contributions would continue at the current rates. For all plans excluding the HIS Plan, the fiduciary net position was projected to cover all future benefit payments of current plan members. Therefore, the discount rate for calculation of the total pension liability is equal to the long-term expected rate of return. The discount rate used for calculating the total HIS pension liability is equal to the single rate that results in the same actuarial present value as would be calculated by using two different discount rates for the discount at the long-term expected rate of return for benefit payments prior to the projected depletion of the fiduciary net pension (trust assets) and the discount at a municipal bond rate for benefit payments after the projected depletion date. The HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor.

General Pension
Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension	Plan Fiduciary	Net Pension
	Liability (a)	Net Position (b)	Liability (a) - (b)
Balances at 09/30/22	\$175,260,893	\$168,990,567	\$ 6,270,326
Changes for the year:			
Service Cost	598,194		598,194
Interest	12,115,554		12,115,554
Differences between expected and Actual Experience	(2,466,070)		(2,466,070)
Changes of Assumptions	3,052,973		3,052,973
Contributions - employer		5,599,854	(5,599,854)
Contributions - employee		266,873	(266,873)
New investment income		(28,860,605)	28,860,605
Benefit payments, including refunds of employee contributions	(13,978,631)	(13,978,631)	
Administrative expense		(112,771)	112,771
Net changes	(677,980)	(37,085,280)	36,407,300
Balances at 09/30/23	\$174,582,913	\$131,905,287	\$ 42,677,626

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

Fire Pension
Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Asset (a) - (b)
Balances at 09/30/22	\$ 137,847,311	\$149,229,764	\$ (11,382,453)
Changes for the year:			
Service Cost	1,569,316		1,569,316
Interest	10,453,664		10,453,664
Differences between expected and Actual Experience	(1,624,615)		(1,624,615)
Changes of assumptions	-		-
Changes in benefit terms	-		-
Contributions - employer		1,995,497	(1,995,497)
Contributions - employee		732,734	(732,734)
New investment income		(26,186,134)	26,186,134
Benefit payments, including refunds of employee contributions	(9,061,274)	(9,061,274)	
Administrative expense		(73,987)	73,987
Net changes	1,337,091	(32,593,164)	33,930,255
Balances at 09/30/23	<u>\$ 139,184,402</u>	<u>\$116,636,600</u>	<u>\$ 22,547,802</u>

Police Pension
Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at 09/30/22	\$142,343,805	\$133,273,921	\$ 9,069,884
Changes for the year:			
Service Cost	794,084		794,084
Interest	9,893,600		9,893,600
Differences between expected and Actual Experience	(2,541,190)		(2,541,190)
Changes in Assumptions	-		-
Contributions - employer		4,655,139	(4,655,139)
Contributions - employee		214,372	(214,372)
Contributions - buy back	-	-	-
New investment income		(20,777,957)	20,777,957
Benefit payments, including refunds of employee contributions	(8,560,682)	(8,560,682)	
Administrative expense		(66,997)	66,997
Other changes		(88,067)	88,067
Net changes	(414,188)	(24,624,192)	24,210,004
Balances at 09/30/23	<u>\$141,929,617</u>	<u>\$108,649,729</u>	<u>\$ 33,279,888</u>

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

Sensitivity of the net pension liability to changes in the discount rate. Below represents the net pension liability of the City, calculated using the current discount rate as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percent-point lower or 1-percent-point higher than the current rate:

<u>General Pension</u>	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
City's net pension liability	\$ 59,527,194	\$ 42,677,626	\$ 28,305,836

<u>Fire Pension</u>	1% Decrease 6.75%	Current Discount Rate 7.75%	1% Increase 8.75%
City's net pension asset	\$ 38,524,218	\$ 22,547,802	\$ 9,306,573

<u>Police Pension</u>	1% Decrease 6.13%	Current Discount Rate 7.13%	1% Increase 8.13%
City's net pension liability	\$ 51,335,263	\$ 33,279,888	\$ 18,418,101

<u>FRS</u>	1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
City's net pension liability	\$ 52,106,400	\$ 30,503,623	\$ 12,430,316

<u>HIS</u>	1% Decrease 2.65%	Current Discount Rate 3.65%	1% Increase 4.65%
City's net pension liability	\$ 13,485,405	\$ 11,820,551	\$ 10,440,501

Payable to the Pension Plan

As of September 30, 2023, the City reported a payable of \$11,075 to the General Pension and Retirement Plan, \$30,376 to the Firefighters' Relief and Pension Plan, \$7,697 to the Police Officers' Retirement Fund, \$278,336 to the FRS Plan, and \$18,872 to HIS Plan for the outstanding amount of contributions to the pension plans required for the year ended September 30, 2023.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

C. Post-Employment Benefits Other Than Pensions (OPEB)

GASB Statement No. 75, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*, requires governments to account for other post-employment benefits (OPEB) on an accrual basis, rather than on a pay-as-you-go basis. The effect is the recognition of an actuarially determined expense when a future retiree earns their post-employment benefits, rather than when they use their post-employment benefit. The total OPEB liability is recorded at the fund level for proprietary activities and the allocated amount for governmental activities is presented at the government-wide level.

The annual OPEB cost is included in the line item of *salaries* for proprietary fund statements and is allocated by function for governmental activities on the government-wide financial statements.

General Information about the Plan

Plan Description. The City of Pensacola administers a single employer defined benefit plan which offers three plans for health care through Blue Cross Blue Shield of Florida: Health Options HMO, Blue Options PPO Health Savings Account, and BlueMedicare Group PPO. Insurance is offered to both active employees and retirees who worked for the City for a continuous six or more years and had health insurance coverage at the time of their retirement.

The City has followed a pay-as-you-go funding policy, contributing only those amounts necessary to provide for its portion of current year benefit costs and expenses plus any addition to the reserve for accrued costs incurred but not yet reported, as determined as part of the insurance contract. The contribution requirements of plan members are established by the City. For active employees, the City pays any remaining required amounts after the contributions of plan members are taken into account. Retired members pay the full premium associated with the coverage elected; except for General Pension and Retirement Plan participants who receive a direct subsidy from the General Pension and Retirement Plan of \$56 per month. No assets are accumulated in a trust that meets the criteria of paragraph 4 of GASB Statement 75.

The City contracted with a recognized and certified actuarial firm to provide an actuarial valuation of post-employment benefits (a copy of this report can be obtained by contacting the City of Pensacola's Financial Services Department).

Benefits provided. Post-employment benefits, such as health care, are offered on a retiree pay all basis; whereas retired members pay the full premium associated with the coverage elected, except for General Pension and Retirement Plan participants who receive a direct subsidy from the General Pension and Retirement Plan of \$56 per month. The State of Florida, per Statute 112.08(01), requires claims experience of the retiree group to be co-mingled with that of active employees in determining the health plan cost. The co-mingling of claims requirement equates to an implicit subsidy to retirees which creates an OPEB liability on the part of the City. The benefit payments recognized is due to the \$56 monthly subsidy as well as the implicit rate subsidy.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

Employees covered by benefit terms. On December 31, 2022, the valuation date, the following employees were covered by benefit terms:

Inactive employees or beneficiaries currently receiving a benefit	225
Inactive employees entitled to but not yet receiving a benefit	0
Active employees	766
Total	<u>991</u>

Total OPEB Liability

The total OPEB liability of \$10,921,189 was measured as of December 31, 2022 and was determined by an actuarial valuation as of that date.

Actuarial assumptions or other inputs. Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. As such, amounts regarding the funding status of the plan and the annual required contributions of the employer are subject to revision as actual results are compared to past expectations and new estimates are made about the future. Actuarial calculations reflect a long-term perspective. Significant accrual methods and assumptions for the reporting period of September 30, 2023 were as follows:

	<u>FISCAL YEAR 2023</u>
Valuation Date	12/31/2022
Inflation	2.50%
Municipal Bond Index Rate:	
Prior measurement date	2.06%
Measurement date	3.72%
Health Care Cost Trends:	
Pre-Medicare	6.50%
ultimate trend rate	4.40%
year of ultimate trend rate	2032
Post-Medicare	4.75%
ultimate trend rate	4.40%
year of ultimate trend rate	2025

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE IV. – OTHER INFORMATION (Continued)

The discount rate used to measure the total OPEB liability was based on the Bond Buyer General Obligation 20-year Municipal Bond Index published at the end of the last week during the month of December by The Bond Buyer

Mortality rates were based on the PubG.H-2010 mortality tables, with sex-distinct collar adjustments that align with the assumption used by the Florida Retirement System Pension Plan as required by 112.63(1)(f), F.S.

The actuarial assumptions used in the December 31, 2022, valuation were based on the results of an actuarial experience study for the period of January 1, 2022 through December 31, 2022.

Changes to Total OPEB Liability

	Total OPEB Liability (a)
Balances at 12/31/21	\$ 18,342,306
Changes for the year:	
Service cost *	232,568
Interest	373,467
Changes in benefit terms	0
Differences between expected and actual experience	(5,052,820)
Changes in assumptions or other inputs	(2,546,519)
Benefit payments	(427,813)
Net changes	<u>(7,421,117)</u>
Balances at 12/31/22	<u>\$ 10,921,189</u>
* The service cost includes interest for the year.	

The total OPEB liability is based upon an actuarial valuation performed as of the Valuation Date, December 31, 2022. An expected total OPEB liability is determined as of December 31, 2022, the Measurement Date, using standard roll forward techniques. The roll forward calculation begins with the total OPEB liability, as of the Measurement Date, December 31, 2022, adds the annual normal cost (also called the Service Cost), interest at the Discount Rate for the year, and then subtracts the Benefit Payments for the year.

The City actuary has assumed no significant changes, other than the change in the Municipal Bond Index Rate, have occurred between the Valuation Date and the Measurement Date.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE IV. – OTHER INFORMATION (Continued)

Since the Prior Measurement Date, the Discount Rate has changed from 2.06% to 3.72% due to a change in the Municipal Bond Rate.

There are no changes in benefit terms since the Prior Measurement Date.

No benefit payments are attributable to the purchase of allocated insurance contracts.

Sensitivity of the total OPEB liability to changes in the discount rate. Below represents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percent-point lower or 1-percent-point higher than the current discount rate:

Discount Rate Sensitivity			
	1% Decrease <u>2.72%</u>	Current Discount Rate <u>3.72%</u>	1% Increase <u>4.72%</u>
City's total OPEB liability \$	12,417,589	\$ 10,921,189	\$ 9,685,495

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The blended rate is comprised of the pre-Medicare health care cost trend rate is 6.50%, decreasing to 4.4% by 2032, and the post-Medicare health care cost trend rate is 4.75%, decreasing to 4.4% by 2025. Below represents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percent-point lower or 1-percent-point higher than the current healthcare cost trend rates:

Health Care Cost Trend Rate Sensitivity			
	1% Decrease <u>Blended Rate</u>	Current Blended Rate <u>Blended Rate</u>	1% Increase <u>Blended Rate</u>
City's total OPEB liability \$	9,667,773	\$ 10,921,189	\$ 12,429,750

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2023, the City recognized an OPEB Income of \$1,203,795. Contributions made after the measurement date for the year ended September 30, 2023 were \$247,106. Contributions made after the measurement date are not included as a deferred outflow of resources in the table below. On September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources shown on the next page:

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$	\$ 10,370,986
Changes of assumptions or other inputs	<u>2,227,874</u>	<u>2,256,153</u>
Total	<u>\$ 2,227,874</u>	<u>\$ 12,627,139</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Measurement Period Ended	
December 31:	
2023	\$ (1,562,725)
2024	(1,809,830)
2025	(1,673,260)
2026	(1,430,471)
2027	(1,430,471)
Thereafter	<u>(2,492,508)</u>
Total	<u>\$ (10,399,265)</u>

D. Deferred Compensation/Replacement Benefit Program

The City of Pensacola also has four retirement plans which are defined contribution pension plans. These plans provide benefits at retirement to general and public safety employees of the City. On September 30, 2023 there were 368 active plan members. The plan provisions and contribution requirements are established and may be amended by the City of Pensacola City Council. The following, on the next page, is a schedule of employee and employer contributions.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE IV. – OTHER INFORMATION (Continued)

	General & Police Social Security Replacement Plan	Pension Replacement Plan	Non-Social Security Plan	Elected Officers & Part-time Employees Plan
Employee Contribution	4.7%, 5.7% or 6.7%	5.5%	\$10 minimum	7.5%
City Contributions	Matches employee's contribution up to 6.7%	0-5 yrs. of service 1.5% 5-10 yrs. of service 2.5% 10 or more years 6.5%	None	None
Employee Contribution for 9/30/23	\$1,074,229	\$33,740	\$707,081	\$-0-
City Contribution for 9/30/23	\$626,249	\$36,921	N/A	N/A

Employer and plan member contributions are recognized in the period that the contributions are due.

As required by Internal Revenue Code Section 457, the assets are held in trust for the employees' benefit. The Finance Director, selected by the government as the administrator, is responsible for the administration of the plan, including approval of certain investment alternatives (funds) which are made available to plan participants. The government has a fiduciary duty to administer the plan properly and to assure that the investment alternatives made available are reasonable. However, since plan participants select the investment fund or funds in which their deferred compensation accounts are invested, the government has no liability for investment losses which occur as a result of the investments selected by the plan participants.

E. Termination Benefits

The City of Pensacola does not offer any termination benefits to employees.

F. Litigation

The City is contingently liable with respect to other lawsuits and other claims incidental to the ordinary course of its operations. Although the outcome of these lawsuits is not presently determinable, in the opinion of management, based on the advice of counsel, the resolution of these matters will not have a material adverse effect on the financial condition of the City.

G. Grant Contingencies

The City has received numerous state and federal grants. The disbursement of funds received under these programs is subject to review and audit by grantor agencies. Any disbursements disallowed by these agencies could become a liability of the City. In the opinion of management, any such claims should not have a material adverse effect on the financial position of the City.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE IV. – OTHER INFORMATION (Continued)

H. Contractual, Construction, and Equipment Commitments

The City has outstanding commitments for contractual services and for the construction and acquisition of property, plant, and equipment at year-end. The commitments represent the difference between the contract prices of the various projects and the amounts paid on each contract. Outstanding commitments by fund on September 30, 2023 were:

General Fund	\$ 2,306,490
Housing Assitances Payments	78,810
Local Option Sales Tax	2,746,953
American Rescue Plan Fund	417,514
Utility Fund	1,665,955
Sanitation Fund	12,512
Port Fund	169,978
Airport Fund	11,288,243
Nonmajor Government	8,848,144
Internal Service Funds	<u>468,899</u>
Total	<u>\$ 28,003,498</u>

The Airport's outstanding commitment of \$11,288,243 is mainly due to project Titan. Project Titan is the continuation of the development of a commercial aircraft maintenance, repair, and overhaul ("MRO") campus at Pensacola International Airport that began with the occupancy of MRO Hangar 1 by VT MAE in the summer of 2018. Project Titan consists of the construction of up to three additional MRO Hangars, including warehouses/support services centers and an administrative office space, all of which will be leased to VT MAE under the Master Lease Agreement. Total cost of Project Titan is estimated not to exceed the amount of committed funds, currently totaling \$210,125,000. The first phase of which consisted of the construction of MRO Hanger 2 was completed in fiscal year 2023. The second phase of the project includes an additional hanger(s), connector taxiway, apron and parking lot which the Airport began design for in fiscal year 2023. Airport's construction commitments will continue to be large until the project is completed.

I. Note Receivables

1. Compressed Natural Gas (CNG) station financing. In August 2014, the City entered a ten-year non-cancelable contract to lease a second CNG Station to ECUA. The CNG station is financed for a principal amount of \$965,655 at 2.09% for ten years. The monthly payments of \$8,924 are paid to the City at the beginning of each month until the end of the term (July 31, 2024), at which time ECUA will receive ownership of the building. As of September 30, 2023, the outstanding balance is \$88,430.

**CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

NOTE IV. – OTHER INFORMATION (Continued)

J. Tax Abatements

The City of Pensacola provides tax abatements under the Economic Development Ad Valorem Tax Exemption (EDATE) program. The EDATE program provides tax abatements to attract and/or expand businesses within the City limits. The program was established by ordinance in accordance with Florida Statute Chapter 196.1995. The abatements are up to 100% of the assessed value of all improvements to real property made by or for the use of a new business and all tangible personal property of such new business, or up to 100% of the assessed value of all added improvements to real property made to facilitate the expansion of an existing business and the net increase in all tangible personal property acquired to facilitate such expansion of an existing business through a direct reduction of the business's property bill. Tax abatements may be granted to any new or expanding business as defined in Florida Statute Chapter 196.

The agreements include recapture provisions should the business receiving the tax abatement fail to meet its commitments, such as the submittal of the annual renewal application. No other commitments were made by the City as part of those agreements.

For the fiscal year ended September 30, 2023, the City abated real and tangible property taxes totaling \$235,492 under the EDATE program, including the following tax abatement agreements that exceed 10 percent of the total amount abated:

- A 100% real property tax abatement to real estate company for opening an apartment complex in the enterprise zone. The abatement amounted to \$232,794.

K. Change in Accounting Principle

The city adopted GASB Statement 96, "Subscription-Based Information Technology Arrangements" in fiscal year 2023. The change required the restatement of beginning net position for the business-type activities. The beginning net position for business-type activities decreased by \$4,355.

L. Other Significant Commitments

1. *Pensacola Energy Contract – Natural Gas Purchases.* Pensacola Energy has the option under its contract with its natural gas supplier, BP Corporation North America, to exercise several hedging options for the purchase of natural gas. This hedging strategy allows Pensacola Energy to purchase a percentage of its natural gas at specified prices for future delivery. Pensacola Energy, in concurrence with its commodities consultant, decided on pricing strategies due to the volatility in the market price of natural gas. Pensacola Energy enters into these hedging contracts to protect itself against volatility in the market price of natural gas. However, due to the instability of the market, the market price to purchase natural gas may be lower than the price at which Pensacola Energy is committed to buy.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

Should the natural gas supplier fail to fulfill the gas hedging contracts, the terms of the contract include provisions for recovering the cost in excess of the guaranteed price from the natural gas supplier should Pensacola Energy have to procure natural gas on the open market. While Pensacola Energy does take advantage of the hedging contract, since BP Corporation North America is not required to store a set amount of natural gas for Pensacola Energy there is no financial statement value.

2. Multi-Use Facility Agreement. On July 20, 2011, CMPA and Northwest Florida Professional Baseball (NFPB), the owner of the Blue Wahoos “AA” minor league baseball franchise, entered into an agreement for NFPB’s use of the baseball stadium at the Park. The term of the agreement is for 10 years, with two optional 5-year renewal periods, and requires NFPB to pay an annual use fee of \$175,000 plus attendance and variable ticket surcharges. In addition, the agreement requires that revenues collected from the variable ticket surcharge be set aside to fund capital maintenance and repairs at the Vince Whibbs Sr. Community Maritime Park.

In April 2015, NFPB exercised the option to purchase the naming rights to the multi-use facility. After payment of costs and expenses associated with the sale of the naming rights, CMPA was entitled to receive 50% of the revenue generated from the sale which totaled \$787,500. CMPA will receive these funds over the course of 7 years in annual payments of \$112,500. With the dissolution of the CMPA on June 1, 2017, the Multi-Use Facility Agreement was assigned to the City.

On September 22, 2021, NFPB provided notice to the City to extend the agreement and exercise their option through March 31, 2032, utilizing both of the two (2) five (5) year renewal terms available under the agreement.

Community Redevelopment Agency (CRA)

1. CRA Interlocal Agreement – Downtown Improvement Board. On September 11, 2022, the Agency and the Pensacola Downtown Improvement Board (DIB) entered into an Interlocal Agreement whereby the Agency agreed to contribute to the DIB an annual amount equal to the funds paid into the Urban Core Redevelopment Trust Fund by the DIB through September 30, 2025. The primary purpose of the contribution was for the development and implementation of a downtown housing and parking strategy or any other proper functions of the DIB, provided such functions are reasonably consistent and compatible with the long-term goals and objectives outlined in the Urban Core Redevelopment Plan. The annual installments to the DIB are paid from Tax Incremental Revenues derived from the Urban Core Redevelopment Area. Payments for the year ended September 30, 2023 totaled \$404,624.

2. CRA Interlocal Agreement - Main Street Wastewater Treatment Plant. On June 26, 2009, the City and the Agency entered into an Interlocal Agreement whereby the Agency agreed to pay the Emerald Coast Utilities Authority \$19.5 million towards the relocation of the Main Street Wastewater Treatment Plant.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

The obligation was recorded in fiscal year 2012 upon project completion. Annual installments to the Authority of \$1.3 million began in fiscal year 2013 and will extend through fiscal year 2027. The annual installments to the Authority will be paid from Tax Increment Revenues derived from the Urban Core Redevelopment Area and any shortfall paid by the City will be reimbursed by the Agency when funds are available. Payments for the year ended September 30, 2023 totaled \$1,300,000.

3. CRA Interlocal Agreement – Eastside Redevelopment Loan. On September 30, 2016, as amended on August 10, 2017, the City and the Agency entered into an Interlocal Agreement which established the terms and conditions by which the City would provide a loan to the Agency in the principal amount of \$500,000 to finance a portion of the cost associated with the design, construction and acquisition of the General Daniel “Chappie” James, Jr. Museum and Youth Flight Academy. The loan was made from the City’s Insurance Retention Fund to the Agency’s Eastside TIF District and has a thirty (30) year term with interest only being paid until the twenty (20) year Eastside Redevelopment Revenue Bond, Series 2017 has matured. Principal payments begin December 31, 2037 and end on December 31, 2045. Since the principal repayment on the loan does not start until December 31, 2037, the full interfund balance was reduced and a transfer between the Eastside TIF District Fund and the City was recorded. At the point of repayment, the full long-term liability will be recorded and the transfer reversed.

4. CRA Interlocal Agreement – Administrative Services. On September 22, 2017, as amended on August 13, 2019, the City and the Agency entered into an Interlocal Agreement whereby the City agreed to provide administrative services to the Agency through December 31, 2045. Administrative services include personnel, financial, legal, engineering, planning, purchasing, construction, insurance, title, and construction services. All personnel assigned by the City are employees of the City and are not officers, employees, or agents of the Agency. As such, the Agency has no pension obligation, other post-employment obligations, or other liabilities related to personnel. In consideration of the services, the Agency reimburses the City based on the actual cost of services. Payments for the year ended September 30, 2023 totaled \$704,087.

5. CRA Interlocal Agreement – Urban Core Landscape Maintenance Services. On September 22, 2017, the City and the Agency entered into an Interlocal Agreement whereby the City agreed to provide landscape maintenance services and park and public space enhancements and accessibility improvements on the Agency’s behalf through December 31, 2043. These services include the cost to maintain any improvements to various public facilities within the Urban Core Community Redevelopment Area which, pursuant to the Urban Core Community Redevelopment Plan, the Agency has made. In consideration of the services, the Agency reimburses the City based on the actual cost of services. Payments for the year ended September 30, 2023 totaled \$419,183.

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE IV. – OTHER INFORMATION (Continued)

6. *CRA Interlocal Agreement – Eastside Landscape Maintenance Services.* On November 15, 2017, the City and the Agency entered into an Interlocal Agreement whereby the City agreed to provide landscape, park, property management, leasing, accessibility improvement, public space enhancement, and facilities maintenance services on the Agency's behalf through December 31, 2045. These services include the cost to maintain any improvements to various public facilities within the Eastside Community Redevelopment Area which, pursuant to the Eastside Community Redevelopment Plan, the Agency has made. In consideration of the services, the Agency reimburses the City based on the actual cost of services. Payments for the year ended September 30, 2023 totaled \$12,916.

7. *CRA Interlocal Agreement – Community Policing Innovations.* On September 23, 2022, the City and the Agency entered into an Interlocal Agreement whereby the City agreed to provide additional policing services within the Urban Core Community Redevelopment Area through September 30, 2023. These services aim to reduce crime by reducing opportunities for, and increasing perceived risk of engaging in, criminal activity through visible presence of police. In consideration of the services, the Agency reimburses the City based on the actual cost of services. Payments for the year ended September 30, 2023 totaled \$116,017.

8. *CRA Interlocal Agreement – Community Maritime Park Stadium Improvements.* On July 23, 2021, the City and the Agency entered into an Interlocal Agreement whereby the Agency agreed to contribute up to \$2,000,000 to fund certain improvements at the Vince Whibbs Sr. Community Maritime Park Blue Wahoos Stadium. Such improvements include, but are not limited to, the conversion of the Blue Wahoos Stadium baseball field from natural grass to synthetic turf and any irrigation changes needed to accommodate the conversion, the conversion of the Blue Wahoos Stadium lights to LED, the removal of existing bullpens and construction of new bullpens, the construction of new batting cages, the purchase of additional training tables, dishwashers and surveillance equipment, internet and phone upgrades, replacement of HWC chairs, painting, repairs to seats, flooring, electrical outlets and elevators all in furtherance of maximizing the use and impact of the Vince Whibbs Sr. Community Maritime Park improvements paid for with tax increment revenues derived from the Urban Core Community Redevelopment Area. As of September 30, 2023, \$1,713,220 has been paid towards improvements for the project, life-to-date.



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REQUIRED SUPPLEMENTARY INFORMATION

PENSION FUNDS SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND
RELATED RATIOS, PROPORTIONATE SHARE OF THE NET PENSION LIABILITY,
EMPLOYER CONTRIBUTIONS AND
INVESTMENT RETURNS

OTHER POSTEMPLOYMENT BENEFITS
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY

CITY OF PENSACOLA, FLORIDA

GENERAL PENSION & RETIREMENT FUND

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS Fiscal Year *

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total pension liability										
Service Cost (BOY)	\$ 598,194	\$ 653,860	\$ 706,288	\$ 692,814	\$ 806,853	\$ 806,853	\$ 960,937	\$ 875,872	\$ 875,872	\$ 929,202
Interest	12,115,554	12,200,468	12,830,343	12,870,665	13,096,503	13,087,373	13,265,393	13,080,194	13,039,418	13,016,576
Difference between Expected & Actual Experience	(2,466,070)	-	(3,644,260)		(2,139,264)		(6,829,727)			
Changes in Assumptions	3,052,973	-	(62,137)		3,260,021		8,088,948			
Changes of benefit terms								1,929,586		
Benefit payments, including refunds of member contributions	(13,978,631)	(14,078,231)	(13,412,714)	(13,364,040)	(13,213,824)	(14,334,373)	(13,902,080)	(13,007,151)	(13,664,554)	(13,746,602)
Refunds of contributions	-	(10,529)	(23,117)	(31,267)			(82,082)	(31,304)	(82,048)	
Net change in total pension liability	(677,980)	(1,234,432)	(3,605,597)	168,172	1,810,289	(440,147)	1,501,389	2,847,197	168,688	199,176
Total pension liability - beginning	175,260,893	176,495,325	180,100,922	179,932,750	178,122,461	178,562,608	177,061,219	174,214,022	174,045,334	169,580,500
Total pension liability - ending (a)	\$ 174,582,913	\$ 175,260,893	\$ 176,495,325	\$ 180,100,922	\$ 179,932,750	\$ 178,122,461	\$ 178,562,608	\$ 177,061,219	\$ 174,214,022	\$ 169,779,676
Plan fiduciary net position										
Contributions - employer	\$ 5,599,854	\$ 5,946,411	\$ 5,946,490	\$ 6,200,753	\$ 6,200,956	\$ 6,788,208	6,788,559	\$ 6,586,144	\$ 6,586,424	\$ 6,658,185
Contributions - member	266,873	279,948	285,355	294,284	305,534	341,314	360,693	375,026	388,789	388,789
Net investment income	(28,860,605)	30,484,953	11,992,518	1,761,461	11,373,720	14,963,864	11,356,088	(2,230,201)	14,895,032	15,135,023
Benefit payments, including refunds of member contributions	(13,978,631)	(14,078,231)	(13,412,714)	(13,364,040)	(13,199,103)	(14,334,373)	(13,902,080)	(13,007,151)	(13,664,554)	(13,746,602)
Health insurance assistance										(149,688)
Refunds of Contributions	-	(10,529)	(23,117)	(31,267)	(14,721)		(82,082)	(31,304)	(82,048)	
Administrative expense	(112,771)	(114,316)	(97,740)	(113,078)	(112,430)	(134,684)	(102,605)	(126,054)	(103,765)	
Other								2,149,812		
Net change in plan fiduciary net position	(37,085,280)	22,508,236	4,690,792	(5,251,887)	4,553,956	7,624,329	4,418,573	(6,283,728)	8,019,878	8,181,943
Plan fiduciary net position - beginning	168,990,567	146,482,331	141,791,539	147,043,426	142,489,470	134,865,141	130,446,568	136,730,296	128,710,418	130,767,804
Plan fiduciary net position - ending	131,905,287	168,990,567	146,482,331	141,791,539	147,043,426	142,489,470	134,865,141	130,446,568	136,730,296	138,949,747
Less health care reserves										2,219,451
Total plan fiduciary net position (b)	\$ 131,905,287	\$ 168,990,567	\$ 146,482,331	\$ 141,791,539	\$ 147,043,426	\$ 142,489,470	\$ 134,865,141	\$ 130,446,568	\$ 136,730,296	\$ 136,730,296
City's net pension liability - ending (a)-(b)	\$ 42,677,626	\$ 6,270,326	\$ 30,012,994	\$ 38,309,383	\$ 32,889,324	\$ 35,632,991	\$ 43,697,467	\$ 46,614,651	\$ 37,483,726	\$ 33,049,380
Plan fiduciary net position as a percentage of the total pension liability	75.55%	96.42%	83.00%	78.73%	81.72%	80.00%	75.53%	73.67%	78.48%	80.53%
Covered payroll	4,852,230	5,076,072	5,067,293	5,258,416	5,555,159	6,174,853	6,347,558	6,901,570	6,757,461	6,757,461
City's pension liability as a percentage of covered payroll	879.55%	123.53%	592.29%	728.53%	592.05%	577.07%	688.41%	675.42%	554.70%	489.08%
Annual money-weighted rate of return	-17.40%	23.46%	8.46%	1.20%	8.02%	11.10%	11.20%	8.80%	-1.90%	

* The amounts presented for each fiscal year were determined as of September 30th, of the prior year.

NOTE: Information is presented for those years in which information is available. The General Pension and Retirement Plan is a closed plan therefore the percentage of covered employee payroll will continue to increase as participants retire.

**CITY OF PENSACOLA, FLORIDA
GENERAL PENSION & RETIREMENT FUND
REQUIRED SUPPLEMENTARY INFORMATION**

Notes to Schedule:

Method and assumptions used in calculations of actuarially determined contributions. The actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported. The following actuarial methods and assumptions were used to determine contribution rates reported in the schedules:

SCHEDULE OF EMPLOYER CONTRIBUTIONS										
Last 10 Fiscal Years *										
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined employer contribution	\$ 5,599,854	\$ 5,599,853	\$ 5,946,411	\$ 5,946,490	\$ 6,200,753	\$ 6,200,956	\$ 6,788,208	\$ 6,788,560	\$ 7,515,167	\$ 7,448,089
Actual employer contribution	5,599,854	5,599,854	5,946,411	5,946,490	6,200,753	6,200,956	6,788,208	6,788,560	7,515,167	7,448,089
Annual contribution deficiency (excess)	\$ 0	\$ (1)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Covered payroll	\$ 4,852,230	\$ 5,076,072	\$ 5,089,969	\$ 5,067,293	\$ 5,258,416	\$ 5,555,159	\$ 6,174,853	\$ 6,347,558	\$ 6,901,570	\$ 6,757,461
Actual contributions as a % of covered payroll	115.41%	110.32%	116.83%	117.35%	117.92%	111.63%	109.93%	106.95%	108.89%	110.22%
2014 actuarially determined employer contribution includes \$553,997 in prepaid reserves and excludes \$71,761 in health care contributions.										
Current year covered payroll is not actuarially determined therefore subject to change in future years.										
* Based on contributions made during the fiscal year noted.										

**CITY OF PENSACOLA, FLORIDA
GENERAL PENSION & RETIREMENT FUND
REQUIRED SUPPLEMENTARY INFORMATION**

	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2016	Fiscal Year 2015	Fiscal Year 2014
Valuation Date	9/30/2022	9/30/2020	9/30/2020	9/30/2018	9/30/2018	9/30/2016	9/30/2016	9/30/2015	9/30/2014	9/30/2013
Actuarial Cost Method	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age
Amortization Method	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed
Remaining Amortization Period	7 years	7 years	7 years	8 years	9 years	10 years	11 years	12 years	13 years	15 years
Asset Valuation Method	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market
Actuarial Assumptions:										
Inflation	2.40%	2.40%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Salary increase	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%
Investment rate of return	7.2%, net of pension plan investment expense, including inflation	7.2%, net of pension plan investment expense, including inflation	7.2%, net of pension plan investment expense, including inflation	7.4%, net of pension plan investment expense, including inflation	7.4%, net of pension plan investment expense, including inflation	7.6%, net of pension plan investment expense, including inflation	7.6%, net of pension plan investment expense, including inflation	7.8%, net of pension plan investment expense, including inflation	7.8%, net of pension plan investment expense, including inflation	8%, net of pension plan investment expense, including inflation
Cost of living adjustments	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%
Mortality Rates	PUB-2010 Headcount Weighted	PUB-2010 Headcount Weighted	PUB-2010 Headcount Weighted	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP 2000 Combined Healthy set forward 5 years for males and RP 2000 combined Healthy for females	RP 2000 Combined Healthy set forward 5 years for males and RP 2000 combined Healthy for females	RP 2000 Combined Healthy set forward 5 years for males and RP 2000 combined Healthy for females

NOTE: Information is presented for those years in which information is available.

**CITY OF PENSACOLA, FLORIDA
FIREFIGHTER'S RELIEF & PENSION FUND
REQUIRED SUPPLEMENTARY INFORMATION**

**SCHEDULE OF CHANGES IN NET PENSION LIABILITY
AND RELATED RATIOS
Fiscal year ***

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Total Pension Liability									
Service Cost (BOY)	\$ 1,569,316	\$ 1,497,129	\$ 1,258,728	\$ 1,290,959	\$ 1,263,734	\$ 1,317,501	\$ 1,340,661	\$ 1,189,882	\$ 1,578,578
Interest	10,453,664	10,322,867	9,985,729	9,887,893	9,735,179	9,731,641	9,595,671	9,016,289	9,116,288
Difference between Expected and Actual Experience	(1,624,615)	(1,424,849)	(511,791)	(87,339)	260,034	(3,442,328)	(482,293)	30,585	
Changes in Assumptions	-	-	1,918,859			967,856		7,780,467	
Changes in Benefit Terms	-	411,685		(1,793)			802,334	(4,080,439)	
Contributions - Buy Back							44,064		
Benefit payments, including refunds of member contributions	(9,061,274)	(8,497,992)	(9,404,872)	(10,188,894)	(8,438,858)	(8,511,653)	(8,929,344)	(6,788,324)	(8,163,106)
Net change in total pension liability	1,337,091	2,308,840	3,246,653	900,826	2,820,089	63,017	2,371,093	7,148,460	2,531,760
Total pension liability - beginning	137,847,311	135,538,471	132,291,818	131,390,992	128,570,903	128,507,886	126,136,793	118,988,333	116,456,573
Total pension liability - ending (a)	\$ 139,184,402	\$ 137,847,311	\$ 135,538,471	\$ 132,291,818	\$ 131,390,992	\$ 128,570,903	\$ 128,507,886	\$ 126,136,793	\$ 118,988,333
Plan fiduciary net position									
Contributions - employer	\$ 1,995,497	\$ 1,898,060	\$ 1,720,961	\$ 1,658,203	\$ 2,009,062	\$ 2,336,545	3,826,740	\$ 4,334,264	\$ 3,649,568
Contributions - member	732,734	619,231	543,443	505,660	480,066	449,131	421,774	474,193	457,362
Contributions - Buy Back							44,064		
Net investment income	(26,186,134)	28,553,234	13,110,520	3,440,824	10,905,810	12,473,832	9,928,990	(1,770,463)	10,980,094
Benefit payments, including refunds of member contributions	(9,061,274)	(8,497,992)	(9,404,872)	(10,188,894)	(8,438,858)	(8,511,653)	(8,929,344)	(6,788,324)	(8,163,106)
Administrative expense	(73,987)	(65,256)	(75,205)	(73,186)	(93,728)	(90,536)	(105,921)	(92,822)	(131,563)
Other						81,471			
Net change in plan fiduciary net position	(32,593,164)	22,507,277	5,894,847	(4,657,393)	4,862,352	6,738,790	5,186,303	(3,843,152)	6,792,355
Plan fiduciary net position - beginning	149,229,764	126,722,487	120,827,640	125,485,033	120,622,681	113,883,891	108,697,588	112,540,740	106,396,777
Plan fiduciary net position - ending	116,636,600	149,229,764	126,722,487	120,827,640	125,485,033	120,622,681	113,883,891	108,697,588	113,189,132
LESS RESERVE ACCOUNTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648,392
Total plan fiduciary net position (b)	\$ 116,636,600	\$ 149,229,764	\$ 126,722,487	\$ 120,827,640	\$ 125,485,033	\$ 120,622,681	\$ 113,883,891	\$ 108,697,588	\$ 112,540,740
City's net pension liability - ending (a)-(b)	\$ 22,547,802	\$ (11,382,453)	\$ 8,815,984	\$ 11,464,178	\$ 5,905,959	\$ 7,948,222	\$ 14,623,995	\$ 17,439,205	\$ 6,447,593
Plan fiduciary net position as a percentage of the total pension liability	83.80%	108.26%	93.50%	91.33%	95.51%	93.82%	88.62%	86.17%	94.58%
Covered payroll	6,661,211	5,629,353	4,940,394	4,596,890	4,364,222	4,082,999	3,834,292	7,494,388	4,157,835
City's pension liability as a percentage of covered payroll	338.49%	-202.20%	178.45%	249.39%	135.33%	194.67%	381.40%	232.70%	155.07%
Annual money-weighted rate of return	-17.88%	22.94%	11.12%	2.83%	9.20%	11.14%	9.18%	-1.56%	10.16%

* The amounts presented for each fiscal year were determined as of September 30th, of the prior year.

NOTE: Information is presented for those years in which information is available.

**CITY OF PENSACOLA, FLORIDA
FIREFIGHTER'S RELIEF & PENSION FUND
REQUIRED SUPPLEMENTARY INFORMATION**

Notes to Schedule:

Method and assumptions used in calculations of actuarially determined contributions. The actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported. The following actuarial methods and assumptions were used to determine contribution rates reported in the schedules:

FIREFIGHTERS' RELIEF & PENSION FUND SCHEDULE OF EMPLOYER CONTRIBUTIONS Last 10 Fiscal Years *										
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined employer contribution	\$ 1,342,706	\$ 1,979,502	\$ 1,837,352	\$ 1,711,806	\$ 1,644,078	\$ 1,993,643	\$ 2,321,285	\$ 3,822,480	\$ 4,334,264	\$ 3,097,587
Actual employer contribution	<u>1,342,706</u>	<u>1,995,497</u>	<u>1,898,060</u>	<u>1,720,961</u>	<u>1,658,203</u>	<u>2,009,062</u>	<u>2,336,545</u>	<u>3,826,740</u>	<u>4,334,264</u>	<u>3,097,587</u>
Annual contribution deficiency (excess)	\$ <u>0</u>	\$ <u>(15,995)</u>	\$ <u>(60,708)</u>	\$ <u>(9,155)</u>	\$ <u>(14,125)</u>	\$ <u>(15,419)</u>	\$ <u>(15,260)</u>	\$ <u>(4,260)</u>	\$ <u>0</u>	\$ <u>0</u>
Covered payroll	\$ 6,329,377	\$ 6,611,211	\$ 5,629,353	\$ 4,939,900	\$ 4,596,890	\$ 4,364,222	\$ 4,082,999	\$ 3,834,292	\$ 7,494,388	\$ 4,157,835
Actual contributions as a % of covered payroll	21.21%	30.18%	33.72%	34.84%	36.07%	46.03%	57.23%	99.80%	57.83%	74.50%
2014 actuarially determined employer contribution excludes \$551,981 in current year prepaid reserves.										
Current year covered payroll is not actuarially determined therefore subject to change in future years.										
* Based on contributions made during the fiscal year noted.										

**CITY OF PENSACOLA, FLORIDA
FIREFIGHTER'S RELIEF & PENSION FUND
REQUIRED SUPPLEMENTARY INFORMATION**

	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2016	Fiscal Year 2015
Valuation Date	10/1/2022	10/1/2021	10/1/2020	10/1/2019	10/1/2018	10/1/2017	10/1/2016	10/1/2015	10/1/2014
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal
Amortization Method	New UAAL amortization bases are amortized over 15 years	New UAAL amortization bases are amortized over 15 years	Level Percentage of Payroll, Closed	Level Percentage of Payroll, Closed	Level Percentage of Payroll, Closed	Level Percentage of Payroll, Closed	Level Percentage of Payroll, Closed	Level Percentage of Payroll, Closed	Level Percentage of Payroll, Closed
Remaining Amortization Period	12	12	30 years	30 years	30 years	30 years	30 years	30 years	30 years
Asset Valuation Method	5 year phased in period	5 year phased in period	5 year phased in period	5 year phased in period	5 year phased in period	5 year phased in period	5 year phased in period	5 year phased in period	5 year phased in period
Actuarial Assumptions:									
Inflation	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%	3.00%	3.00%
Salary increase	Service Based	Service Based	5.5%-12.68%	5.5%-12.68%	5.5%-12.68%	5.5%-12.68%	5.5%-12.68%	5.5%-12.68%	5.5%-13.95%
Investment rate of return	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	8.00%
Cost of living adjustments	2.875%	2.875%	2.875%	2.875%	2.875%	2.875%	2.875%	2.875%	2.875%
Mortality:	PUBS.H-2010	PUBS.H-2010	PUBS.H-2010	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP 2000 Combined Healthy Projected to 2011 Sex Distinct	1994 UP Mortality Projected to 2006 - Sex Distinct

NOTE: Information is presented for those years in which information is available.

**CITY OF PENSACOLA, FLORIDA
POLICE OFFICERS' RETIREMENT FUND
REQUIRED SUPPLEMENTARY INFORMATION**

**SCHEDULE OF CHANGES IN NET PENSION LIABILITY
AND RELATED RATIOS
Fiscal Year ***

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Total Pension Liability									
Service Cost (BOY)	\$ 794,084	\$ 785,361	\$ 825,932	\$ 786,760	\$ 816,071	\$ 761,793	\$ 912,596	\$ 818,742	\$ 860,340
Interest	9,893,600	9,624,254	9,511,040	9,193,908	8,949,790	8,977,910	8,876,315	8,390,513	8,151,071
Differences between expected and actual experience	(2,541,190)	1,350,334	699,810	1,361,896		(2,653,681)		312,274	866,959
Changes of assumptions	-	-	(1,978,840)					6,217,609	3,431,350
Contributions - buy back	-	-	51,726		47,123	41,367			
Benefit payments, including refunds of member contributions	(8,560,682)	(7,416,057)	(7,544,199)	(6,317,326)	(6,397,599)	(8,755,072)	(7,539,629)	(6,446,003)	(5,994,107)
Net change in total pension liability	(414,188)	4,343,892	1,565,469	5,025,238	3,415,385	(1,627,683)	2,249,282	9,293,135	7,315,613
Total pension liability - beginning	142,343,805	137,999,913	136,434,444	131,409,206	127,993,821	129,621,504	127,372,222	118,079,087	110,763,474
Total pension liability - ending (a)	\$ 141,929,617	\$ 142,343,805	\$ 137,999,913	\$ 136,434,444	\$ 131,409,206	\$ 127,993,821	\$ 129,621,504	\$ 127,372,222	\$ 118,079,087
Plan fiduciary net position									
Contributions - employer	\$ 3,972,023	\$ 4,157,135	\$ 4,254,519	\$ 4,445,468	\$ 4,528,544	\$ 4,331,190	3,830,736	\$ 3,830,839	3,825,656
Contributions - member	214,372	215,050	219,429	211,533	209,565	218,457	227,357	240,097	156,000
Net investment income	(20,777,957)	24,880,274	9,020,508	4,289,802	9,429,700	11,614,044	8,651,676	(2,362,487)	6,881,022
Benefit payments, including refunds of member contributions	(8,560,682)	(7,416,057)	(7,544,199)	(6,317,326)	(6,397,599)	(8,755,072)	(7,539,629)	(6,446,003)	(5,994,107)
Administrative expense	(66,997)	(48,522)	(38,631)	(48,723)	(52,447)	(115,371)	(93,853)	(82,441)	(69,051)
State Insurance	683,116	640,286	623,811	601,682	572,693	542,277	533,483	512,808	473,283
Member buybacks	-	-	51,726		47,123	41,367	-	-	12,024
Net change in plan fiduciary net position	(24,536,125)	22,428,166	6,587,163	3,182,436	8,337,579	7,876,892	5,609,770	(4,307,187)	5,284,827
Plan fiduciary net position - beginning	134,152,805	111,724,639	105,137,476	101,955,040	93,617,461	85,740,569	80,130,799	84,437,986	79,153,159
Plan fiduciary net position - ending	109,616,680	134,152,805	111,724,639	105,137,476	101,955,040	93,617,461	85,740,569	80,130,799	84,437,986
LESS RESERVE ACCOUNTS	966,951	878,884	769,559	668,865	371,687	775,007	1,168,510	1,203,293	1,097,405
Total Plan fiduciary net position (b)	\$ 108,649,729	\$ 133,273,921	\$ 110,955,080	\$ 104,468,611	\$ 101,583,353	\$ 92,842,454	\$ 84,572,059	\$ 78,927,506	\$ 83,340,581
City's net pension liability - ending (a)-(b)	\$ 33,279,888	\$ 9,069,884	\$ 27,044,833	\$ 31,965,833	\$ 29,825,853	\$ 35,151,367	\$ 45,049,445	\$ 48,444,716	\$ 34,738,506
Plan fiduciary net position as a percentage of the total pension liability	77.2%	94.3%	81.0%	77.1%	77.3%	72.5%	65.2%	62.0%	70.6%
Covered payroll	\$ 4,122,527	\$ 4,135,565	\$ 4,219,813	\$ 4,067,890	\$ 4,030,069	\$ 4,201,063	\$ 4,372,250	\$ 4,423,864	\$ 4,466,862
City's pension liability as a percentage of covered payroll	807.3%	219.3%	640.9%	785.8%	740.1%	836.7%	1030.3%	1095.1%	777.7%
Annual money-weighted rate of return	-15.52%	22.47%	8.50%	4.15%	9.92%	13.48%	11.11%	-2.34%	9.00%

* The amounts presented for each fiscal year were determined as of September 30th, of the prior year.

NOTE: Information is presented for those years in which information is available. The Police Officers' Retirement Fund is a closed plan therefore the percentage of covered employee payroll will continue to increase as participants retire.

**CITY OF PENSACOLA, FLORIDA
POLICE OFFICERS' RETIREMENT FUND
REQUIRED SUPPLEMENTARY INFORMATION**

Notes to Schedule:

Method and assumptions used in calculations of actuarially determined contributions. The actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported. The following actuarial methods and assumptions were used to determine contribution rates reported in the schedules:

SCHEDULE OF EMPLOYER CONTRIBUTIONS										
Last 10 Fiscal Years *										
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined employer contribution	\$ 3,884,353	\$ 4,591,571	\$ 4,797,421	\$ 4,878,329	\$ 5,047,150	\$ 5,101,237	\$ 4,873,467	\$ 4,364,219	\$ 4,343,646	\$ 4,298,939
Actual employer contribution	3,884,353	4,655,139	4,797,421	4,878,329	5,047,150	5,101,237	4,873,467	4,364,219	4,343,646	4,298,939
Annual contribution deficiency (excess)	\$ <u>0</u>	\$ <u>(63,568)</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Covered payroll	\$ 4,037,524	\$ 4,122,527	\$ 4,135,576	\$ 4,219,795	\$ 4,067,890	\$ 4,030,089	\$ 4,201,063	\$ 4,372,250	\$ 4,423,864	\$ 4,466,862
Actual contributions as a % of covered payroll	96.21%	112.92%	116.00%	115.61%	124.07%	126.58%	116.01%	99.82%	98.19%	96.24%
Current year covered payroll is not actuarially determined therefore subject to change in future years.										
Contributions do not include amounts drawn down from reserves.										
* Based on contributions made during the fiscal year noted.										

**CITY OF PENSACOLA, FLORIDA
POLICE OFFICERS' RETIREMENT FUND
REQUIRED SUPPLEMENTARY INFORMATION**

	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2016	Fiscal Year 2015
Valuation Date	10/1/2022	10/1/2021	10/1/2020	10/1/2019	10/1/2018	10/1/2017	10/1/2016	10/1/2015	10/1/2014
Actuarial cost method	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age
Amortization method	New UAAL	New UAAL	Level Dollar Amount	Level Dollar Amount	Level Dollar Amount	Level Dollar Amount	Level Dollar Amount	Level Dollar Amount	Level Dollar Amount
Remaining Amortization Period	10	10	11	12	13 years	14 years	15 years	16 years	17 years
Asset Valuation Method	5 year weighted index	5 year weighted index	5 year weighted index	5 year weighted index	5 year weighted index	5 year weighted index	5 year weighted index	5 year weighted index	5 year weighted index
Actuarial Assumptions:									
Inflation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary increase	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Investment rate of return	7.125%	7.125%	7.125%	7.125%	7.125%	7.125%	7.125%	7.125%	7.25%
Cost of living adjustments	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Mortality Rates	PUBS.H-2010	PUBS.H-2010	PUBS.H-2010	RP-2000 Healthy Annuitant for Males or Females with adjustments for mortality improvements based on Scale BB	RP-2000 Healthy Annuitant for Males or Females with adjustments for mortality improvements based on Scale BB	RP-2000 Healthy Annuitant for Males or Females with adjustments for mortality improvements based on Scale BB	RP-2000 Healthy Annuitant for Males or Females with adjustments for mortality improvements based on Scale BB	RP-2000 Healthy Annuitant for Males or Females with adjustments for mortality improvements based on Scale BB	RP-2000 Healthy Annuitant for Males or Females with adjustments for mortality improvements based on Scale BB

NOTE: Information is presented for those years in which information is available.

CITY OF PENSACOLA, FLORIDA
FLORIDA RETIREMENT SYSTEM PENSION PLAN
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY										
	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
City's proportion of the FRS net pension liability (asset)	0.076552186%	0.073462936%	0.067580322%	0.059663066%	0.055026148%	0.049432047%	0.045283952%	0.041335299%	0.039418763%	3.376052900%
City's proportion of the FRS net pension liability (asset)	\$ 30,503,623	\$ 27,334,115	\$ 5,104,925	\$ 25,858,852	\$ 18,949,722	\$ 14,889,189	\$ 13,394,689	\$ 10,437,195	\$ 5,091,462	\$ 2,059,889
Covered payroll	\$ 28,688,445	\$ 25,635,863	\$ 22,838,497	\$ 21,417,967	\$ 19,573,461	\$ 17,140,563	\$ 15,295,017	\$ 12,840,904	\$ 12,296,508	\$ 10,685,417
City's pension liability as a percentage of covered payroll	106.3%	106.6%	22.4%	120.7%	96.8%	86.9%	87.6%	81.3%	41.4%	19.3%
Plan fiduciary net position as a percentage of the total pension liability	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%	96.09%

NOTE: The amounts presented were determined as of June 30, the end of the State of Florida's fiscal year. Information is presented for those years in which information is available.

SCHEDULE OF EMPLOYER CONTRIBUTIONS										
	Last 10 Fiscal Years									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined employer contribution	\$ 3,682,652	\$ 3,134,797	\$ 2,574,518	\$ 1,982,339	\$ 1,706,208	\$ 1,453,249	\$ 1,210,082	\$ 1,099,355	\$ 978,143	\$ 739,499
Actual employer contribution	3,682,652	3,134,797	2,574,518	1,982,339	1,706,208	1,453,249	1,210,082	1,099,355	978,143	739,499
Annual contribution deficiency (excess)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Covered payroll	\$ 32,119,766	\$ 28,415,317	\$ 25,403,511	\$ 22,014,597	\$ 20,065,477	\$ 17,140,563	\$ 15,295,017	\$ 12,840,904	\$ 12,296,508	\$ 10,685,417
Actual contributions as a % of covered payroll	11.47%	11.03%	10.13%	9.00%	8.50%	8.48%	7.91%	8.56%	7.95%	6.92%

NOTE: The amounts presented were determined as of September 30, the end of the City of Pensacola's fiscal year. Information is presented for those years in which information is available.

**CITY OF PENSACOLA, FLORIDA
FLORIDA RETIREMENT SYSTEM PENSION PLAN
REQUIRED SUPPLEMENTARY INFORMATION**

Notes to Schedule:

Method and assumptions used in calculations of actuarially determined contributions. The following actuarial methods and assumptions were used to determine contribution rates reported in the schedules:

	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2016	Fiscal Year 2015	Fiscal Year 2014
Valuation Date	6/30/2023	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014
Actuarial Cost Method	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Ultimate Entry Age Normal	Individual Entry Age	Individual Entry Age	Individual Entry Age
Asset Valuation Method	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Dollar Amount Closed	Level Dollar Amount Closed	Level Dollar Amount Closed
Asset Valuation Method	20 years	20 years	20 years	25 years	30 years	30 years	30 years	30 years	30 years	30 years
Actuarial Assumptions:										
Inflation	2.40%	2.40%	2.40%	2.40%	2.60%	2.60%	2.60%	2.60%	2.60%	2.60%
Salary increase	Varies	Varies	Varies	Varies	Varies	3.25%	3.25%	3.25%	3.25%	3.25%
Investment rate of return	6.70%	6.70%	7.00%	7.00%	6.90%	7.00%	7.10%	7.60%	7.65%	7.65%
Cost of living adjustments	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Mortality Rates	Generational PUB-2010 with Scale MP-2018	Generational PUB-2010 with Scale MP-2018	Generational PUB-2010 with Scale MP-2018	Generational PUB-2010 with Scale MP-2018	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables

NOTE: The amounts presented were determined as of June 30, the end of the State of Florida's fiscal year. Information is presented for those years in which information is available.

CITY OF PENSACOLA, FLORIDA
FRS RETIREE HEALTH INSURANCE SUBSIDY (HIS) PROGRAM
REQUIRED SUPPLEMENTARY INFORMATION

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SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY Fiscal Year										
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
City's proportion of the HIS net pension liability (asset)	0.074430476%	0.070189581%	0.064240703%	0.055541371%	0.051069262%	0.047519167%	0.043820246%	0.041586882%	0.040531215%	3.743067500%
City's proportion of the HIS net pension liability (asset)	\$ 11,820,551	\$ 7,434,198	\$ 7,880,088	\$ 6,781,511	\$ 5,714,139	\$ 5,029,482	\$ 4,685,463	\$ 4,846,779	\$ 4,133,546	\$ 3,499,859
Covered payroll	\$ 29,495,000	\$ 25,584,699	\$ 22,747,410	\$ 19,281,404	\$ 18,165,949	\$ 15,524,948	\$ 13,972,362	\$ 12,840,904	\$ 12,296,508	\$ 10,685,417
City's pension liability as a percentage of covered payroll	40.1%	29.1%	34.6%	35.2%	31.5%	32.4%	33.5%	37.7%	33.6%	32.8%
Plan fiduciary net position as a percentage of the total pension liability	4.12%	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

NOTE: The amounts presented were determined as of June 30, the end of the State of Florida's fiscal year. Information is presented for those years in which information is available.

SCHEDULE OF EMPLOYER CONTRIBUTIONS Last 10 Fiscal Years										
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined employer contribution	\$ 489,617	\$ 424,706	\$ 377,607	\$ 320,059	\$ 283,583	\$ 262,412	\$ 241,173	\$ 221,345	\$ 169,762	\$ 128,225
Actual employer contribution	489,617	424,706	377,607	320,059	283,583	262,412	241,173	221,345	169,762	128,225
Annual contribution deficiency (excess)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Covered payroll	\$ 31,229,539	\$ 27,149,190	\$ 24,148,144	\$ 20,493,766	\$ 18,244,421	\$ 15,596,591	\$ 14,039,291	\$ 12,840,904	\$ 12,296,508	\$ 10,720,070
Actual contributions as a % of covered payroll	1.57%	1.56%	1.56%	1.56%	1.55%	1.68%	1.72%	1.72%	1.38%	1.20%

NOTE: The amounts presented were determined as of September 30, the end of the City of Pensacola's fiscal year. Information is presented for those years in which information is available.

CITY OF PENSACOLA, FLORIDA
FRS RETIREE HEALTH INSURANCE SUBSIDY (HIS) PROGRAM
REQUIRED SUPPLEMENTARY INFORMATION

Notes to Schedule:

Method and assumptions used in calculations of actuarially determined contributions. The following actuarial methods and assumptions were used to determine contribution rates reported in the schedules:

	2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2016	Fiscal Year 2015	Fiscal Year 2014
Valuation Date	6/30/2023	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014
Actuarial Cost Method	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age
Asset Valuation Method	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value
Actuarial Assumptions:										
Inflation	2.40%	2.40%	2.40%	2.40%	2.60%	2.60%	2.60%	2.60%	2.60%	2.60%
Salary increase	3.25%	3.25%	Varies	Varies	Varies	3.25%	3.25%	3.25%	3.25%	3.25%
Discount rate	3.65%	3.54%	2.16%	2.21%	3.50%	3.87%	3.58%	2.85%	3.80%	4.29%
Cost of living adjustments	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Mortality Rates	Generational PUB-2010 with Projection Scale MP- 2018	Generational PUB-2010 with Projection Scale MP- 2018	Generational PUB-2010 with Projection Scale MP- 2018	Generational PUB-2010 with Projection Scale MP- 2018	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables

NOTE: The amounts presented were determined as of June 30, the end of the State of Florida's fiscal year. Information is presented for those years in which information is available.

**CITY OF PENSACOLA, FLORIDA
OTHER POSTEMPLOYMENT BENEFITS (OPEB)
REQUIRED SUPPLEMENTARY INFORMATION**

**SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS**

	Fiscal Year					
	2023	2022	2021	2020	2019	2018
Total OPEB liability						
Service Cost	\$ 232,568	\$ 223,125	\$ 133,896	\$ 91,439	\$ 101,187	\$ 87,688
Interest	373,467	380,268	593,862	977,708	895,230	798,393
Difference between Expected & Actual Experience	(5,052,820)	(130,766)	(5,711,095)	(5,486,957)	(392,192)	(368,076)
Changes in Assumptions or Other Inputs	(2,546,519)	160,291	1,074,050	2,968,014	(2,748,991)	5,416,699
Changes of benefit terms	-	-	642,604	-	-	-
Benefit payments	(427,813)	(453,204)	(485,747)	(610,816)	(351,400)	(329,792)
Net change in total OPEB liability	(7,421,117)	179,714	(3,752,430)	(2,060,612)	(2,496,166)	5,604,912
Total OPEB liability - beginning	18,342,306	18,162,592	21,915,023	23,975,635	26,471,801	20,866,889
Total OPEB liability - ending	\$ 10,921,189	\$ 18,342,306	\$ 18,162,593	\$ 21,915,023	\$ 23,975,635	\$ 26,471,801
Covered-employee payroll	40,714,189	34,492,658	34,492,658	27,368,943	26,571,789	23,130,270

Notes to Schedule:

Changes in benefit terms. There are no changes in benefit terms since the Prior Measurement Date.

Changes in assumptions. Changes in assumptions and other inputs reflect the effects in the discount rate each period. The following are the discount rates used in each period:

2018	3.43%
2019	4.13%
2020	2.74%
2021	2.12%
2022	2.06%
2023	3.72%

There are no assets accumulated in a trust that meets the criteria of GASB codification P22.101 or P52.101 to pay related benefits for the OPEB plan.

NOTE: Information is presented for those years in which information is available.



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COMBINING FINANCIAL STATEMENTS

NONMAJOR GOVERNMENTAL FUNDS

INTERNAL SERVICE FUNDS

FIDUCIARY FUNDS

NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Funds

Special revenue funds are used to account for specific revenues that are legally restricted to expenditures for particular purposes.

Special Grants Fund – to account for various private, state, and federal grant receipts and the expenditures thereof.

Local Option Gasoline Tax Fund - to account for the receipt and expenditures of gasoline tax revenue.

Community Development Block Grant Fund - to account for the community development block grant and the housing rehabilitation program federal grant receipts and the expenditures thereof.

Community Redevelopment Agency Fund - to account for the tax increment development receipts and expenditures thereof.

Stormwater Utility Fund – to account for the receipt and expenditures for the operating and maintenance activities related to stormwater.

Parking Fund – To account for the public parking services receipts and the expenditures thereof.

Law Enforcement Trust Fund - to account for proceeds from the sale of confiscated property. Expenditure of such funds is restricted to law enforcement purposes.

Natural Disaster Fund - to account for federal and state monies received and expended for disaster relief as a result of natural disasters.

Golf Course Fund - to account for the revenues and expenditures of the Osceola Golf Course and Pro Shop.

Eastside Tax Increment Financing District - to account for the tax increment revenues associated with programs and projects identified in Eastside Community Redevelopment Area.

Inspections Fund – to account for the revenues and expenditures of collections as regulated under Florida Statute 553 referred to as the ‘Florida Building Code’.

Westside Tax Increment Financing District – to account for the tax increment revenues associated with programs and projects identified in Westside Community Redevelopment Area.

Recreation Fund – to account for the revenues and expenditures of recreation centers and athletic activities.

Tennis Fund – to account for the revenues and expenditures of the Roger Scott Tennis Center.

CMP Management Services Fund – to account for the revenues and expenditures related to the Community Maritime Park.

Debt Service Fund

Debt service funds are used to account for resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

CRA Debt Service Fund - to provide monies for payment of the Redevelopment Revenue Bond(s) financed with tax increment financing revenues derived from the Urban Core, Eastside and Westside Tax Increment Financing Districts.

Local Option Gas Tax Debt Service Fund – to provide monies for the payment of the 2016 Local Option Gas Tax Bond. Financing is provided from future Local Option Gasoline Tax proceeds.

Capital Projects Funds

Capital project funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds.

CRA 2017 Project Fund – a capital project fund that accounts for various community development projects within the Pensacola Inner City Community Redevelopment Area. Financing is provided by amounts received from the Eastside Redevelopment Revenue Bond, Series 2017, the Westside Redevelopment Revenue Bond, Series 2017 and the Urban Core Redevelopment Revenue Bond, Series 2017.

CRA 2019 Project Fund – a capital project fund that accounts for various community development projects within the Urban Core Redevelopment Area. Financing is provided by amounts received from the Urban Core Redevelopment Revenue Bond, Series 2019.

Stormwater Capital Fund – to account for the expenditures of stormwater improvements. Financing is provided by a transfer from the General Fund of matching receipts collected by the stormwater utility fee.

**CITY OF PENSACOLA, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	Special Revenue Funds			
	Special Grants	Local Option Gasoline Tax	Community Development Block Grant	Community Redevelopment Agency
ASSETS				
Cash and cash equivalents	\$	\$ 380,033	\$	\$ 3,157,287
Other cash			8,682	
Investments		454,835		3,778,734
Accrued Interest				6
Accounts receivable				1,071
Due from other funds				
Due from other governments	454,238	132,907	81,527	
Prepays and deposits				151
Inventory				
Notes receivable	503,395		281,326	
Lease Receivable				7,755
Restricted assets				
Cash and cash equivalents				466,256
Investments				558,028
Total assets	\$ <u>957,633</u>	\$ <u>967,775</u>	\$ <u>371,535</u>	\$ <u>7,969,288</u>
LIABILITIES				
Accounts payable	\$ 26,528	\$	\$ 258	\$ 35,471
Contracts payable	68,824			61,109
Contracts payable - retainage				
Due to other funds	18,239		89,951	24,574
Due to other governments	49,359			
Compensated absences payable				
Unearned revenue	133,292			
Deposits				101,000
Total liabilities	<u>296,242</u>	<u>-</u>	<u>90,209</u>	<u>222,154</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue	503,395		281,326	1,071
Related to leases				7,747
Total deferred inflows of resources	<u>503,395</u>	<u>-</u>	<u>281,326</u>	<u>8,818</u>
FUND BALANCE (DEFICITS)				
Non-spendable				151
Restricted	1,050,458	967,775	2,032	3,617,866
Committed				
Assigned				4,120,299
Unassigned	(892,462)		(2,032)	
Total fund balances	<u>157,996</u>	<u>967,775</u>	<u>-</u>	<u>7,738,316</u>
Total liabilities, deferred inflows of resources and fund balances	\$ <u>957,633</u>	\$ <u>967,775</u>	\$ <u>371,535</u>	\$ <u>7,969,288</u>
Fund balances at end of year	\$ <u>157,996</u>	\$ <u>967,775</u>	\$ <u>-</u>	\$ <u>7,738,316</u>

(continued)

**CITY OF PENSACOLA, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	Special Revenue Funds			
	Stormwater Utility Fund	Parking Fund	Law Enforcement Trust	Natural Disaster Fund
ASSETS				
Cash and cash equivalents	\$ 385,847	\$ 405,033	\$ 116,956	\$
Other cash				
Investments	461,793	484,755	139,977	
Accrued Interest				
Accounts receivable				
Due from other funds				
Due from other governments	16,259			3,849,080
Prepays and deposits	1,319	2,613		
Inventory				
Notes receivable				
Lease Receivable				
Restricted assets				
Cash and cash equivalents				
Investments				
Total assets	\$ 865,218	\$ 892,401	\$ 256,933	\$ 3,849,080
LIABILITIES				
Accounts payable	\$ 5,405	\$ 12,352	\$ 67	\$ 2,370
Contracts payable		67,525	11,438	4,941
Contracts payable - retainage				
Due to other funds	56,817	18,306		551,214
Due to other governments				
Compensated absences payable	24,697			
Unearned revenue				
Deposits				
Total liabilities	86,919	98,183	11,505	558,525
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue				
Related to leases				
Total deferred inflows of resources	-	-	-	-
FUND BALANCE (DEFICITS)				
Non-spendable	1,319	2,613		
Restricted	8,625	55,124	245,428	195,677
Committed	768,355			
Assigned		736,481		3,094,878
Unassigned				
Total fund balances	778,299	794,218	245,428	3,290,555
Total liabilities, deferred inflows of resources and fund balances	\$ 865,218	\$ 892,401	\$ 256,933	\$ 3,849,080
Fund balances at end of year	\$ 778,299	\$ 794,218	\$ 245,428	\$ 3,290,555

(continued)

**CITY OF PENSACOLA, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	Special Revenue Funds			
	Golf Course Fund	Eastside Tax Increment Financing District	Inspections Fund	Westside Tax Increment Financing District
ASSETS				
Cash and cash equivalents	\$ 230,411	\$ 378,531	\$ 1,089,423	\$ 1,100,343
Other cash				
Investments	275,763	453,036	1,303,854	1,316,922
Accrued Interest				
Accounts receivable				
Due from other funds				
Due from other governments				
Prepays and deposits	4,629			
Inventory	613			
Notes receivable				
Lease Receivable				
Restricted assets				
Cash and cash equivalents				
Investments				
Total assets	\$ 511,416	\$ 831,567	\$ 2,393,277	\$ 2,417,265
LIABILITIES				
Accounts payable	\$ 13,819	\$ 645	\$ 27,261	\$
Contracts payable			47,760	104,129
Contracts payable - retainage				
Due to other funds	9,201	1,198	51,982	2,487
Due to other governments				
Compensated absences payable				
Unearned revenue				
Deposits	3,437		36,084	
Total liabilities	26,457	1,843	163,087	106,616
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue				
Related to leases				
Total deferred inflows of resources	-	-	-	-
FUND BALANCE (DEFICITS)				
Non-spendable	5,242			
Restricted	4,941	829,724	2,230,190	2,310,649
Committed				
Assigned	474,776			
Unassigned				
Total fund balances	484,959	829,724	2,230,190	2,310,649
Total liabilities, deferred inflows of resources and fund balances	\$ 511,416	\$ 831,567	\$ 2,393,277	\$ 2,417,265
Fund balances at end of year	\$ 484,959	\$ 829,724	\$ 2,230,190	\$ 2,310,649

(continued)

**CITY OF PENSACOLA, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	Special Revenue Funds			Debt Service Funds
	Recreation Fund	Tennis Fund	CMP Management Services Fund	CRA Debt Service
ASSETS				
Cash and cash equivalents	\$ 381,100	\$ 129,313	\$ 34,803	\$
Other cash				
Investments	456,111	154,765	41,654	
Accrued Interest	196	88	74,247	
Accounts receivable			359,744	
Due from other funds	77,436			
Due from other governments				
Prepays and deposits	1,014	1,249	14,756	
Inventory				
Notes receivable				
Lease Receivable	596,560	178,473	2,166,778	
Restricted assets				
Cash and cash equivalents			741,892	1,874,620
Investments			887,919	2,243,600
Total assets	\$ 1,512,417	\$ 463,888	\$ 4,321,793	\$ 4,118,220
LIABILITIES				
Accounts payable	\$ 44,857	\$ 5,648	\$ 72,647	\$
Contracts payable			8,125	
Contracts payable - retainage				
Due to other funds			4,797	
Due to other governments				
Compensated absences payable				
Unearned revenue			14,583	
Deposits	116,659		3,300	
Total liabilities	161,516	5,648	103,452	-
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue				
Related to leases	578,051	182,383	1,862,647	
Total deferred inflows of resources	578,051	182,383	1,862,647	-
FUND BALANCE (DEFICITS)				
Non-spendable	1,014	1,249	14,756	
Restricted			220,125	4,118,220
Committed				
Assigned	771,836	274,608	2,120,813	
Unassigned				
Total fund balances	772,850	275,857	2,355,694	4,118,220
Total liabilities, deferred inflows of resources and fund balances	\$ 1,512,417	\$ 463,888	\$ 4,321,793	\$ 4,118,220
Fund balances at end of year	\$ 772,850	\$ 275,857	\$ 2,355,694	\$ 4,118,220

(continued)

**CITY OF PENSACOLA, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	Debt Service Funds	Capital Projects Funds	
	Local Option Gas Tax Debt Service	CRA 2017 Project Fund	CRA 2019 Project Fund
ASSETS			
Cash and cash equivalents	\$	\$ 2,416,115	\$ 3,700,747
Other cash			
Investments		2,891,677	4,429,163
Accrued Interest			
Accounts receivable			
Due from other funds			
Due from other governments			
Prepays and deposits			
Inventory			
Notes receivable			
Lease Receivable			
Restricted assets			
Cash and cash equivalents	699,291		
Investments	836,933		
Total assets	\$ 1,536,224	\$ 5,307,792	\$ 8,129,910
LIABILITIES			
Accounts payable	\$	\$	\$
Contracts payable			26,000
Contracts payable - retainage			161,671
Due to other funds			
Due to other governments			
Compensated absences payable			
Unearned revenue			
Deposits			
Total liabilities	-	-	187,671
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue			
Related to leases			
Total deferred inflows of resources	-	-	-
FUND BALANCE (DEFICITS)			
Non-spendable			
Restricted	1,536,224	5,307,792	7,942,239
Committed			
Assigned			
Unassigned			
Total fund balances	1,536,224	5,307,792	7,942,239
Total liabilities, deferred inflows of resources and fund balances	\$ 1,536,224	\$ 5,307,792	\$ 8,129,910
Fund balances at end of year	\$ 1,536,224	\$ 5,307,792	\$ 7,942,239

(continued)

**CITY OF PENSACOLA, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	<u>Capital Projects Funds</u>	<u>Total Nonmajor Governmental Funds</u>
	<u>Stormwater Capital</u>	
ASSETS		
Cash and cash equivalents	\$ 2,768,861	\$ 16,674,803
Other cash		8,682
Investments	3,313,854	19,956,893
Accrued Interest		74,537
Accounts receivable		360,815
Due from other funds	277,530	354,966
Due from other governments		4,534,011
Prepays and deposits		25,731
Inventory		613
Notes receivable		784,721
Lease Receivable		2,949,566
Restricted assets		
Cash and cash equivalents		3,782,059
Investments		4,526,480
Total assets	<u>\$ 6,360,245</u>	<u>\$ 54,033,877</u>
LIABILITIES		
Accounts payable	\$ 3,887	\$ 251,215
Contracts payable	61,218	461,069
Contracts payable - retainage		161,671
Due to other funds		828,766
Due to other governments		49,359
Compensated absences payable		24,697
Unearned revenue		147,875
Deposits		260,480
Total liabilities	<u>65,105</u>	<u>2,185,132</u>
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue		785,792
Related to leases		2,630,828
Total deferred inflows of resources	<u>-</u>	<u>3,416,620</u>
FUND BALANCE (DEFICITS)		
Non-spendable		26,344
Restricted	296,025	30,939,114
Committed	5,999,115	6,767,470
Assigned		11,593,691
Unassigned		(894,494)
Total fund balances	<u>6,295,140</u>	<u>48,432,125</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 6,360,245</u>	<u>\$ 54,033,877</u>
Fund balances at end of year	<u>\$ 6,295,140</u>	<u>\$ 48,432,125</u>

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Special Revenue Funds			
	Special Grants	Local Option Gasoline Tax	Community Development Block Grant	Community Redevelopment Agency
Revenues:				
Taxes	\$	\$ 1,477,395	\$	\$
Licenses and permits				
Intergovernmental	1,709,487		616,147	5,720,123
Charges for services				23,381
Fines and forfeits				
Interest income		55,016	2,909	314,098
Donations	183,450			
Other				
Total revenues	<u>1,892,937</u>	<u>1,532,411</u>	<u>619,056</u>	<u>6,057,602</u>
Expenditures:				
Current -				
General government	34,722		619,056	3,649,815
Public safety	130,127			
Transportation	25,130	4,300		
Culture and recreation	17,983			
Economic environment	706,879			
Physical environment	116,599			
Capital outlay	859,855			271,169
Debt service -				
Principal retirement				
Interest				
Total expenditures	<u>1,891,295</u>	<u>4,300</u>	<u>619,056</u>	<u>3,920,984</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,642</u>	<u>1,528,111</u>	<u>-</u>	<u>2,136,618</u>
Other financing sources (uses):				
Transfers in				3,381,226
Transfers (out)		(1,535,748)		(4,030,516)
Total other financing sources (uses)	<u>-</u>	<u>(1,535,748)</u>	<u>-</u>	<u>(649,290)</u>
Net Change in fund balances	<u>1,642</u>	<u>(7,637)</u>	<u>-</u>	<u>1,487,328</u>
Fund balances at beginning of year	<u>156,354</u>	<u>975,412</u>	<u>-</u>	<u>6,250,988</u>
Fund balances at end of year	<u>\$ 157,996</u>	<u>\$ 967,775</u>	<u>\$ -</u>	<u>\$ 7,738,316</u>

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Special Revenue Funds			
	Stormwater Utility Fund	Parking Fund	Law Enforcement Trust	Natural Disaster Fund
Revenues:				
Taxes	\$	\$	\$	\$
Licenses and permits				
Intergovernmental				6,137,504
Charges for services	3,188,469	1,103,350		
Fines and forfeits	1,554	1,402	56,333	
Interest income	25,140	22,513	6,848	
Donations				
Other	6,000	1,134		
Total revenues	<u>3,221,163</u>	<u>1,128,399</u>	<u>63,181</u>	<u>6,137,504</u>
Expenditures:				
Current -				
General government				
Public safety			173,431	2,036
Transportation		1,013,065		824,418
Culture and recreation				463,611
Economic environment				
Physical environment	2,849,620			2,405,497
Capital outlay		85,573	16,420	112,908
Debt service -				
Principal retirement				
Interest				
Total expenditures	<u>2,849,620</u>	<u>1,098,638</u>	<u>189,851</u>	<u>3,808,470</u>
Excess (deficiency) of revenues over (under) expenditures	<u>371,543</u>	<u>29,761</u>	<u>(126,670)</u>	<u>2,329,034</u>
Other financing sources (uses):				
Transfers in				
Transfers (out)				
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in fund balances	<u>371,543</u>	<u>29,761</u>	<u>(126,670)</u>	<u>2,329,034</u>
Fund balances at beginning of year	<u>406,756</u>	<u>764,457</u>	<u>372,098</u>	<u>961,521</u>
Fund balances at end of year	<u>\$ 778,299</u>	<u>\$ 794,218</u>	<u>\$ 245,428</u>	<u>\$ 3,290,555</u>

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Special Revenue Funds			
	Golf Course Fund	Eastside Tax Incremental Financing District	Inspections Fund	Westside Tax Incremental Financing District
Revenues:				
Taxes	\$	\$	\$	\$
Licenses and permits			2,475,703	
Intergovernmental		228,722		972,535
Charges for services	798,660		27,525	
Fines and forfeits				
Interest income	12,064	24,533	58,907	71,416
Donations				
Other	2,250			
Total revenues	<u>812,974</u>	<u>253,255</u>	<u>2,562,135</u>	<u>1,043,951</u>
Expenditures:				
Current -				
General government		152,044		529,280
Public safety			2,162,352	
Transportation				
Culture and recreation	881,666			
Economic environment				
Physical environment				
Capital outlay		138,044	139,322	5,258
Debt service -				
Principal retirement				
Interest		15,000		
Total expenditures	<u>881,666</u>	<u>305,088</u>	<u>2,301,674</u>	<u>534,538</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(68,692)</u>	<u>(51,833)</u>	<u>260,461</u>	<u>509,413</u>
Other financing sources (uses):				
Transfers in	200,000	148,282		630,119
Transfers (out)		(89,537)	(5,556)	(278,666)
Total other financing sources (uses)	<u>200,000</u>	<u>58,745</u>	<u>(5,556)</u>	<u>351,453</u>
Net Change in fund balances	<u>131,308</u>	<u>6,912</u>	<u>254,905</u>	<u>860,866</u>
Fund balances at beginning of year	<u>353,651</u>	<u>822,812</u>	<u>1,975,285</u>	<u>1,449,783</u>
Fund balances at end of year	<u>\$ 484,959</u>	<u>\$ 829,724</u>	<u>\$ 2,230,190</u>	<u>\$ 2,310,649</u>

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Special Revenue Funds			Debt Service Funds
	Recreation Fund	Tennis Fund	CMP Management Services Fund	CRA Debt Service
Revenues:				
Taxes	\$	\$	\$	\$
Licenses and permits				
Intergovernmental				
Charges for services	922,682	123,037	753,796	
Fines and forfeits				
Interest income	42,051	14,556	109,767	13,682
Donations	5,580		155,564	
Other	80		481	
Total revenues	<u>970,393</u>	<u>137,593</u>	<u>1,019,608</u>	<u>13,682</u>
Expenditures:				
Current -				
General government				
Public safety				
Transportation				
Culture and recreation	959,551	110,355	1,021,654	
Economic environment				
Physical environment				
Capital outlay				
Debt service -				
Principal retirement				1,948,068
Interest				2,174,732
Total expenditures	<u>959,551</u>	<u>110,355</u>	<u>1,021,654</u>	<u>4,122,800</u>
Excess (deficiency) of revenues over (under) expenditures	<u>10,842</u>	<u>27,238</u>	<u>(2,046)</u>	<u>(4,109,118)</u>
Other financing sources (uses):				
Transfers in				4,398,719
Transfers (out)				
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,398,719</u>
Net Change in fund balances	<u>10,842</u>	<u>27,238</u>	<u>(2,046)</u>	<u>289,601</u>
Fund balances at beginning of year	<u>762,008</u>	<u>248,619</u>	<u>2,357,740</u>	<u>3,828,619</u>
Fund balances at end of year	<u>\$ 772,850</u>	<u>\$ 275,857</u>	<u>\$ 2,355,694</u>	<u>\$ 4,118,220</u>

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Debt Service Funds	Capital Project Funds		
	Local Option Gas Tax Debt Service	CRA 2017 Project Fund	CRA 2019 Project Fund	Stormwater Capital
Revenues:				
Taxes	\$	\$	\$	\$
Licenses and permits				
Intergovernmental				
Charges for services				
Fines and forfeits				
Interest income	476	136,055	236,644	163,533
Donations				
Other				
Total revenues	<u>476</u>	<u>136,055</u>	<u>236,644</u>	<u>163,533</u>
Expenditures:				
Current -				
General government		3,766	(350)	
Public safety				
Transportation				
Culture and recreation				
Economic environment				
Physical environment				770,096
Capital outlay		156,676	6,905,952	280,322
Debt service -				
Principal retirement	1,415,000			
Interest	121,356			
Total expenditures	<u>1,536,356</u>	<u>160,442</u>	<u>6,905,602</u>	<u>1,050,418</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,535,880)</u>	<u>(24,387)</u>	<u>(6,668,958)</u>	<u>(886,885)</u>
Other financing sources (uses):				
Transfers in	1,535,748			2,735,000
Transfers (out)				
Total other financing sources (uses)	<u>1,535,748</u>	<u>-</u>	<u>-</u>	<u>2,735,000</u>
Net Change in fund balances	<u>(132)</u>	<u>(24,387)</u>	<u>(6,668,958)</u>	<u>1,848,115</u>
Fund balances at beginning of year	<u>1,536,356</u>	<u>5,332,179</u>	<u>14,611,197</u>	<u>4,447,025</u>
Fund balances at end of year	<u>\$ 1,536,224</u>	<u>\$ 5,307,792</u>	<u>\$ 7,942,239</u>	<u>\$ 6,295,140</u>

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Total Nonmajor Governmental Funds
Revenues:	
Taxes	\$ 1,477,395
Licenses and permits	2,475,703
Intergovernmental	15,384,518
Charges for services	6,940,900
Fines and forfeits	59,289
Interest income	1,310,208
Donations	344,594
Other	9,945
Total revenues	<u>28,002,552</u>
Expenditures:	
Current -	
General government	4,988,333
Public safety	2,467,946
Transportation	1,866,913
Culture and recreation	3,454,820
Economic environment	706,879
Physical environment	6,141,812
Capital outlay	8,971,499
Debt service -	
Principal retirement	3,363,068
Interest	2,311,088
Total expenditures	<u>34,272,358</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(6,269,806)</u>
Other financing sources (uses):	
Transfers in	13,029,094
Transfers (out)	(5,940,023)
Total other financing sources (uses)	<u>7,089,071</u>
Net Change in fund balances	<u>819,265</u>
Fund balances at beginning of year	<u>47,612,860</u>
Fund balances at end of year	<u><u>\$ 48,432,125</u></u>

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE—BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Special Grants			Local Option Gasoline Tax		
	Budget	Actual	Variance Positive/ (Negative)	Budget	Actual	Variance Positive/ (Negative)
Revenues:						
Taxes	\$	\$	\$	\$ 1,370,000	1,477,395	\$ 107,395
Licenses and permits						
Intergovernmental	10,824,098	1,709,487	(9,114,611)			
Charges for services						
Fines and forfeits						
Interest income					55,016	55,016
Donations	2,334,854	183,450	(2,151,404)			
Other						
Total revenues	<u>13,158,952</u>	<u>1,892,937</u>	<u>(11,266,015)</u>	<u>1,370,000</u>	<u>1,532,411</u>	<u>162,411</u>
Expenditures:						
Current -						
General government	416,250	34,722	381,528			
Public safety	1,220,353	130,127	1,090,226			
Transportation	484,000	25,130	458,870	4,300	4,300	-
Culture and recreation	673,274	17,983	655,291			
Economic environment	1,855,516	706,879	1,148,637			
Physical environment	812,449	116,599	695,850			
Human services						
Capital outlay	7,697,110	859,855	6,837,255			
Debt service -						
Principal retirement						
Interest						
Total expenditures	<u>13,158,952</u>	<u>1,891,295</u>	<u>11,267,657</u>	<u>4,300</u>	<u>4,300</u>	<u>-</u>
Excess (deficiency) of revenues over (under) expenditures	<u>-</u>	<u>1,642</u>	<u>1,642</u>	<u>1,365,700</u>	<u>1,528,111</u>	<u>162,411</u>
Other financing sources (uses):						
Transfers in						
Transfers (out)					(1,535,748)	(1,535,748)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,535,748)</u>	<u>(1,535,748)</u>
Net Change in fund balances	<u>\$ -</u>	<u>1,642</u>	<u>\$ 1,642</u>	<u>\$ 1,365,700</u>	<u>(7,637)</u>	<u>\$ (1,373,337)</u>
Fund balances at beginning of year		<u>156,354</u>			<u>975,412</u>	
Fund balances at end of year		<u>\$ 157,996</u>			<u>\$ 967,775</u>	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE—BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Community Development Block Grant			Community Redevelopment Fund		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>
Revenues:						
Taxes	\$	\$	\$	\$	\$	\$
Licenses and permits						
Intergovernmental	2,077,980	616,147	(1,461,833)	5,720,200	5,720,123	(77)
Charges for services				16,000	23,381	7,381
Fines and forfeits						
Interest income		2,909	2,909		314,098	314,098
Donations						
Other				100,000		(100,000)
Total revenues	<u>2,077,980</u>	<u>619,056</u>	<u>(1,458,924)</u>	<u>5,836,200</u>	<u>6,057,602</u>	<u>221,402</u>
Expenditures:						
Current -						
General government	2,063,980	619,056	1,444,924	12,217,556	3,649,815	8,567,741
Public safety						
Transportation						
Culture and recreation						
Economic environment						
Physical environment						
Human services						
Capital outlay	14,000		14,000	2,229,581	271,169	1,958,412
Debt service -						
Principal retirement						
Interest						
Total expenditures	<u>2,077,980</u>	<u>619,056</u>	<u>1,458,924</u>	<u>14,447,137</u>	<u>3,920,984</u>	<u>10,526,153</u>
Excess (deficiency) of revenues over (under) expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>(8,610,937)</u>	<u>2,136,618</u>	<u>10,747,555</u>
Other financing sources (uses):						
Transfers in				3,381,300	3,381,226	(74)
Transfers (out)					(4,030,516)	
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,381,300</u>	<u>(649,290)</u>	<u>(74)</u>
Net Change in fund balances	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>	<u>\$ (5,229,637)</u>	<u>1,487,328</u>	<u>\$ 10,747,481</u>
Fund balances at beginning of year		<u>0</u>			<u>6,250,988</u>	
Fund balances at end of year		<u>\$ 0</u>			<u>\$ 7,738,316</u>	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE—BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Stormwater Utility Fund			Parking Fund		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>
Revenues:						
Taxes	\$	\$	\$	\$	\$	\$
Licenses and permits						
Intergovernmental						
Charges for services	3,100,600	3,188,469	87,869	1,065,000	1,103,350	38,350
Fines and forfeits	5,000	1,554	(3,446)		1,402	1,402
Interest income		25,140	25,140		22,513	22,513
Donations						
Other		6,000	6,000	100	1,134	1,034
Total revenues	<u>3,105,600</u>	<u>3,221,163</u>	<u>115,563</u>	<u>1,065,100</u>	<u>1,128,399</u>	<u>63,299</u>
Expenditures:						
Current -						
General government						
Public safety						
Transportation				1,163,189	1,013,065	150,124
Culture and recreation						
Economic environment						
Physical environment	3,163,900	2,849,620	314,280			
Human services						
Capital outlay				824,452	85,573	738,879
Debt service -						
Principal retirement						
Interest						
Total expenditures	<u>3,163,900</u>	<u>2,849,620</u>	<u>314,280</u>	<u>1,987,641</u>	<u>1,098,638</u>	<u>889,003</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(58,300)</u>	<u>371,543</u>	<u>429,843</u>	<u>(922,541)</u>	<u>29,761</u>	<u>952,302</u>
Other financing sources (uses):						
Transfers in						
Transfers (out)						
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in fund balances	<u>\$ (58,300)</u>	<u>371,543</u>	<u>\$ 429,843</u>	<u>\$ (922,541)</u>	<u>29,761</u>	<u>\$ 952,302</u>
Fund balances at beginning of year		<u>406,756</u>			<u>764,457</u>	
Fund balances at end of year		<u>\$ 778,299</u>			<u>\$ 794,218</u>	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE—BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Law Enforcement Trust			Natural Disaster Fund		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>
Revenues:						
Taxes	\$	\$	\$	\$	\$	\$
Licenses and permits						
Intergovernmental					6,137,504	6,137,504
Charges for services						
Fines and forfeits		56,333	56,333			
Interest income		6,848	6,848		(17,332)	(17,332)
Donations						
Other						
Total revenues	<u>-</u>	<u>63,181</u>	<u>63,181</u>	<u>0</u>	<u>6,120,172</u>	<u>6,120,172</u>
Expenditures:						
Current -						
General government				21,260,449		21,260,449
Public safety	234,258	173,431	60,827	2,037	2,036	1
Transportation				903,469	824,418	79,051
Culture and recreation				623,341	463,611	159,730
Economic environment						
Physical environment				2,589,310	2,388,165	201,145
Human services						
Capital outlay	16,565	16,420	145	1,293,669	112,908	1,180,761
Debt service -						
Principal retirement						
Interest						
Total expenditures	<u>250,823</u>	<u>189,851</u>	<u>60,972</u>	<u>26,672,275</u>	<u>3,791,138</u>	<u>22,881,137</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(250,823)</u>	<u>(126,670)</u>	<u>124,153</u>	<u>(26,672,275)</u>	<u>2,329,034</u>	<u>29,001,309</u>
Other financing sources (uses):						
Transfers in						
Transfers (out)						
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in fund balances	<u>\$ (250,823)</u>	<u>(126,670)</u>	<u>\$ 124,153</u>	<u>\$ (26,672,275)</u>	<u>2,329,034</u>	<u>\$ 29,001,309</u>
Fund balances at beginning of year		<u>372,098</u>			<u>961,521</u>	
Fund balances at end of year		<u>\$ 245,428</u>			<u>\$ 3,290,555</u>	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE—BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Golf Course Fund			Eastside Tax Increment Financing District		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>
Revenues:						
Taxes	\$	\$	\$	\$	\$	\$
Licenses and permits						
Intergovernmental				228,800	228,722	(78)
Charges for services	686,700	798,660	111,960			
Fines and forfeits						
Interest income	900	12,064	11,164		24,533	24,533
Donations						
Other		2,250	2,250			
Total revenues	<u>687,600</u>	<u>812,974</u>	<u>125,374</u>	<u>228,800</u>	<u>253,255</u>	<u>24,455</u>
Expenditures:						
Current -						
General government				893,925	152,044	741,881
Public safety						
Transportation						
Culture and recreation	937,600	881,666	55,934			
Economic environment						
Physical environment						
Human services						
Capital outlay				201,187	138,044	63,143
Debt service -						
Principal retirement						
Interest				15,000	15,000	-
Total expenditures	<u>937,600</u>	<u>881,666</u>	<u>55,934</u>	<u>1,110,112</u>	<u>305,088</u>	<u>805,024</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(250,000)</u>	<u>(68,692)</u>	<u>181,308</u>	<u>(881,312)</u>	<u>(51,833)</u>	<u>829,479</u>
Other financing sources (uses):						
Transfers in	200,000	200,000	-	148,300	148,282	(18)
Transfers (out)				(89,800)	(89,537)	263
Total other financing sources (uses)	<u>200,000</u>	<u>200,000</u>	<u>-</u>	<u>58,500</u>	<u>58,745</u>	<u>245</u>
Net Change in fund balances	<u>\$ (50,000)</u>	<u>131,308</u>	<u>\$ 181,308</u>	<u>\$ (822,812)</u>	<u>6,912</u>	<u>\$ 829,724</u>
Fund balances at beginning of year		<u>353,651</u>			<u>822,812</u>	
Fund balances at end of year		<u>\$ 484,959</u>			<u>\$ 829,724</u>	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE—BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Inspections Fund			Westside Tax Increment Financing District		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>
Revenues:						
Taxes	\$	\$	\$	\$	\$	\$
Licenses and permits	2,330,000	2,475,703	145,703			
Intergovernmental				972,000	972,535	535
Charges for services	23,000	27,525	4,525			
Fines and forfeits						
Interest income		58,907	58,907		71,416	71,416
Donations						
Other						
Total revenues	<u>2,353,000</u>	<u>2,562,135</u>	<u>209,135</u>	<u>972,000</u>	<u>1,043,951</u>	<u>71,951</u>
Expenditures:						
Current -						
General government				2,104,103	529,280	1,574,823
Public safety	2,380,270	2,162,352	217,918			
Transportation						
Culture and recreation						
Economic environment						
Physical environment						
Human services						
Capital outlay	163,592	139,322	24,270	668,380	5,258	663,122
Debt service -						
Principal retirement						
Interest						
Total expenditures	<u>2,543,862</u>	<u>2,301,674</u>	<u>242,188</u>	<u>2,772,483</u>	<u>534,538</u>	<u>2,237,945</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(190,862)</u>	<u>260,461</u>	<u>451,323</u>	<u>(1,800,483)</u>	<u>509,413</u>	<u>2,309,896</u>
Other financing sources (uses):						
Transfers in				630,200	630,119	(81)
Transfers (out)		(5,556)	(5,556)	(279,500)	(278,666)	834
Total other financing sources (uses)	<u>-</u>	<u>(5,556)</u>	<u>(5,556)</u>	<u>350,700</u>	<u>351,453</u>	<u>753</u>
Net Change in fund balances	<u>\$ (190,862)</u>	<u>254,905</u>	<u>\$ 445,767</u>	<u>\$ (1,449,783)</u>	<u>860,866</u>	<u>\$ 2,310,649</u>
Fund balances at beginning of year		<u>1,975,285</u>			<u>1,449,783</u>	
Fund balances at end of year		<u>\$ 2,230,190</u>			<u>\$ 2,310,649</u>	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE—BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Recreation Fund			Tennis Fund		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>
Revenues:						
Taxes	\$	\$	\$	\$	\$	\$
Licenses and permits						
Intergovernmental						
Charges for services	1,155,100	922,682	(232,418)	128,800	123,037	(5,763)
Fines and forfeits						
Interest income		42,051	42,051		14,556	14,556
Donations		5,580	5,580			
Other		80	80			
Total revenues	<u>1,155,100</u>	<u>970,393</u>	<u>(184,707)</u>	<u>128,800</u>	<u>137,593</u>	<u>8,793</u>
Expenditures:						
Current -						
General government						
Public safety						
Transportation						
Culture and recreation	1,238,900	959,551	279,349	128,800	110,355	18,445
Economic environment						
Physical environment						
Human services						
Capital outlay	18,000		18,000	200,000		200,000
Debt service -						
Principal retirement						
Interest						
Total expenditures	<u>1,256,900</u>	<u>959,551</u>	<u>297,349</u>	<u>328,800</u>	<u>110,355</u>	<u>218,445</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(101,800)</u>	<u>10,842</u>	<u>112,642</u>	<u>(200,000)</u>	<u>27,238</u>	<u>227,238</u>
Other financing sources (uses):						
Transfers in						
Transfers (out)						
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in fund balances	<u>\$ (101,800)</u>	<u>10,842</u>	<u>\$ 112,642</u>	<u>\$ (200,000)</u>	<u>27,238</u>	<u>\$ 227,238</u>
Fund balances at beginning of year		<u>762,008</u>			<u>248,619</u>	
Fund balances at end of year		<u>\$ 772,850</u>			<u>\$ 275,857</u>	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE—BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	CMP Management Services Fund		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>
Revenues:			
Taxes	\$	\$	\$
Licenses and permits			
Intergovernmental			
Charges for services	1,070,800	753,796	(317,004)
Fines and forfeits			
Interest income		109,767	109,767
Donations		155,564	155,564
Other		481	481
Total revenues	<u>1,070,800</u>	<u>1,019,608</u>	<u>(51,192)</u>
Expenditures:			
Current -			
General government			
Public safety			
Transportation			
Culture and recreation	1,750,833	1,021,654	729,179
Economic environment			
Physical environment			
Human services			
Capital outlay			
Debt service -			
Principal retirement			
Interest			
Total expenditures	<u>1,750,833</u>	<u>1,021,654</u>	<u>729,179</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(680,033)</u>	<u>(2,046)</u>	<u>677,987</u>
Other financing sources (uses):			
Transfers in			
Transfers (out)			
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in fund balances	\$ <u>(680,033)</u>	<u>(2,046)</u>	\$ <u>677,987</u>
Fund balances at beginning of year		<u>2,357,740</u>	
Fund balances at end of year		\$ <u>2,355,694</u>	

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE—BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR DEBT SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	CRA Debt Service Fund			Local Option Gas Tax Debt Service		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive/ (Negative)</u>
Revenues:						
Taxes	\$	\$	\$	\$	\$	\$
Licenses and permits						
Intergovernmental						
Charges for services						
Fines and forfeits						
Interest income		13,682	13,682		476	476
Donations						
Other						
Total revenues	<u>-</u>	<u>13,682</u>	<u>13,682</u>	<u>-</u>	<u>476</u>	<u>476</u>
Expenditures:						
Current -						
General government						
Public safety						
Transportation						
Culture and recreation						
Economic environment						
Physical environment						
Human services						
Capital outlay						
Debt service -						
Principal retirement	2,248,100	1,948,068	300,032	1,415,000	1,415,000	0
Interest	<u>2,174,900</u>	<u>2,174,732</u>	<u>168</u>	<u>121,400</u>	<u>121,356</u>	<u>44</u>
Total expenditures	<u>4,423,000</u>	<u>4,122,800</u>	<u>300,200</u>	<u>1,536,400</u>	<u>1,536,356</u>	<u>44</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(4,423,000)</u>	<u>(4,109,118)</u>	<u>313,882</u>	<u>(1,536,400)</u>	<u>(1,535,880)</u>	<u>520</u>
Other financing sources (uses):						
Transfers in	4,423,000	4,398,719	(24,281)	1,536,400	1,535,748	(652)
Transfers (out)						
Total other financing sources (uses)	<u>4,423,000</u>	<u>4,398,719</u>	<u>(24,281)</u>	<u>1,536,400</u>	<u>1,535,748</u>	<u>(652)</u>
Net Change in fund balances	<u>\$ -</u>	<u>289,601</u>	<u>\$ 289,601</u>	<u>\$ -</u>	<u>(132)</u>	<u>\$ (132)</u>
Fund balances at beginning of year		<u>3,828,619</u>			<u>1,536,356</u>	
Fund balances at end of year		<u>\$ 4,118,220</u>			<u>\$ 1,536,224</u>	

INTERNAL SERVICE FUNDS

Internal service funds are used to account for the financing of goods or services provided by one department to other departments of the government on a cost-reimbursement basis.

General Stock Account - to account for the cost of operating a central warehouse facility used by other City departments. Material purchases are recovered from the users.

Insurance Retention Fund - to account for the City's self-insurance program.

Central Services Fund - to account for the operation of the City Mail Room, Management Information Services, Engineering, and City Garage Facilities.

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2023

	General Stock Account	Insurance Retention Fund	Central Services Fund	Total
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 1,445	\$ 1,103,091	\$ 1,891,235	\$ 2,995,771
Investments	1,729	1,320,211	2,263,486	3,585,426
Accounts receivable (net)		296,955		296,955
Prepaid expenses		270,522	26,421	296,943
Inventory	1,530,196			1,530,196
Total current assets	<u>1,533,370</u>	<u>2,990,779</u>	<u>4,181,142</u>	<u>8,705,291</u>
Noncurrent assets:				
Prepaid expense				
Restricted assets				
Cash and cash equivalents		3,750,756		3,750,756
Investments		4,489,014		4,489,014
Capital assets				
Depreciable (net)			2,292,454	2,292,454
Intangible right-to-use asset (net)			142,562	142,562
Total noncurrent assets	<u>-</u>	<u>8,239,770</u>	<u>2,435,016</u>	<u>10,674,786</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferred pension		474,019	2,793,536	3,267,555
Deferred OPEB		11,914	109,610	121,524
Total deferred outflows of resources	<u>-</u>	<u>485,933</u>	<u>2,903,146</u>	<u>3,389,079</u>
Total assets and deferred outflows	<u>\$ 1,533,370</u>	<u>\$ 11,716,482</u>	<u>\$ 9,519,304</u>	<u>\$ 22,769,156</u>
LIABILITIES				
Current liabilities:				
Accounts payable	\$	\$ 102,374	\$ 34,360	\$ 136,734
Contracts payable			96,458	96,458
Accrued interest payable			197	197
Due to other funds	670,000	26,745	129,259	826,004
Compensated absences payable		67,873	396,128	464,001
Claims and judgments payable		2,195,524		2,195,524
SBITA payable			47,236	47,236
Unearned revenue		25,000		25,000
Deposits		25,381		25,381
OPEB Liability		3,399	23,309	26,708
Total current liabilities	<u>670,000</u>	<u>2,446,296</u>	<u>726,947</u>	<u>3,843,243</u>
Noncurrent liabilities:				
Compensated absences payable				
Claims and judgments payable		1,825,336		1,825,336
SBITA payable			48,681	48,681
Net pension liability		880,595	5,549,249	6,429,844
OPEB liability		53,494	538,669	592,163
Total noncurrent liabilities	<u>-</u>	<u>2,759,425</u>	<u>6,136,599</u>	<u>8,896,024</u>
Total liabilities	<u>670,000</u>	<u>5,205,721</u>	<u>6,863,546</u>	<u>12,739,267</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred pension		12,897	60,762	73,659
Deferred OPEB		87,547	664,050	751,597
Total deferred inflows of resources	<u>-</u>	<u>100,444</u>	<u>724,812</u>	<u>825,256</u>
NET POSITION				
Net investment in capital assets			2,315,790	2,315,790
Unrestricted	863,370	6,410,317	(384,844)	6,888,843
Total net position	<u>863,370</u>	<u>6,410,317</u>	<u>1,930,946</u>	<u>9,204,633</u>
Total liabilities and net position	<u>\$ 1,533,370</u>	<u>\$ 11,716,482</u>	<u>\$ 9,519,304</u>	<u>\$ 22,769,156</u>

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES,
AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	<u>General Stock Account</u>	<u>Insurance Retention Fund</u>	<u>Central Services Fund</u>	<u>Total</u>
Operating revenues:				
Charges for services	\$	\$	\$ 6,508,105	\$ 6,508,105
Health		11,508,608		11,508,608
Dental		306,522		306,522
Vision		68,997		68,997
Life		220,409		220,409
Survivor disability		217,912		217,912
Liability		6,741,029		6,741,029
Other		12,551	5,725	18,276
Total operating revenues	<u>-</u>	<u>19,076,028</u>	<u>6,513,830</u>	<u>25,589,858</u>
Operating expenses:				
Salaries and employee benefits		757,379	4,188,997	4,946,376
Materials and supplies		1,704	133,906	135,610
Repairs and maintenance		350	139,969	140,319
Contractual services		121,702	1,333,530	1,455,232
Office and utilities		123,709	483,834	607,543
Premiums and claims expense -				
General liability		4,407,695		4,407,695
Workmen's compensation		1,832,648		1,832,648
Auto		68,386		68,386
Health		11,628,062		11,628,062
Dental		311,349		311,349
Vision		69,299		69,299
Life		205,791		205,791
Survivor disability		202,337		202,337
Total operating expenses before depreciation	<u>-</u>	<u>19,730,411</u>	<u>6,280,236</u>	<u>26,010,647</u>
Operating income (loss) before depreciation	<u>-</u>	<u>(654,383)</u>	<u>233,594</u>	<u>(420,789)</u>
Depreciation			302,945	302,945
Operating income (loss)	<u>-</u>	<u>(654,383)</u>	<u>(69,351)</u>	<u>(723,734)</u>
Nonoperating revenues (expenses):				
Gain (loss) on disposal of fixed assets			33,503	33,503
Interest Expense			(197)	(197)
Investment interest		294,451	100,534	394,985
Total nonoperating revenues (expenses)	<u>-</u>	<u>294,451</u>	<u>133,840</u>	<u>428,291</u>
Income (loss) before transfers:	<u>-</u>	<u>(359,932)</u>	<u>64,489</u>	<u>(295,443)</u>
Transfers:				
Transfers in (out)			5,556	5,556
Total transfers	<u>-</u>	<u>-</u>	<u>5,556</u>	<u>5,556</u>
Change in net position	<u>-</u>	<u>(359,932)</u>	<u>70,045</u>	<u>(289,887)</u>
Net position at beginning of year	<u>863,370</u>	<u>6,770,249</u>	<u>1,860,901</u>	<u>9,494,520</u>
Net position at end of year	<u>\$ 863,370</u>	<u>\$ 6,410,317</u>	<u>\$ 1,930,946</u>	<u>\$ 9,204,633</u>

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	<u>General Stock Account</u>	<u>Insurance Retention Fund</u>	<u>Central Services Fund</u>	<u>Total</u>
Cash flows from operating activities:				
Cash received from customers	\$	\$ 13,902,448	\$ 6,138,220	\$ 20,040,668
Cash received from other funds	79,266	4,602,423		4,681,689
Cash payments to suppliers for goods and services	(109,364)	(18,317,849)	(2,049,447)	(20,476,660)
Cash payments to employees for services		(1,410,543)	(3,273,046)	(4,683,589)
Net cash provided by (used for) operating activities	<u>(30,098)</u>	<u>(1,223,521)</u>	<u>815,727</u>	<u>(437,892)</u>
Cash flows from noncapital financing activities:				
Advance from (to) other funds		577,689	(29,785)	547,904
Net cash provided by (used for) noncapital financing activities	<u>0</u>	<u>577,689</u>	<u>(29,785)</u>	<u>547,904</u>
Cash flows from capital and related financing activities:				
Acquisition of capital assets			(249,504)	(249,504)
Net cash provided by (used for) capital and related financing activities	<u>0</u>	<u>0</u>	<u>(249,504)</u>	<u>(249,504)</u>
Cash flows from investing activities:				
Sale (purchase) of investments	14,880	1,003,665	(1,133)	1,017,412
Interest on investments		52,561	13,080	65,641
Net cash provided by (used for) investing activities	<u>14,880</u>	<u>1,056,226</u>	<u>11,947</u>	<u>1,083,053</u>
Net increase (decrease) in cash and cash equivalents	<u>(15,218)</u>	<u>410,394</u>	<u>548,385</u>	<u>943,561</u>
Cash and cash equivalents at beginning of year	<u>19,146</u>	<u>5,861,927</u>	<u>1,739,268</u>	<u>7,620,341</u>
Cash and cash equivalents of end of year	<u>\$ 3,928</u>	<u>\$ 6,272,321</u>	<u>\$ 2,287,653</u>	<u>\$ 8,563,902</u>

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
RECONCILIATION OF OPERATING INCOME TO NET CASH
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	<u>General Stock Account</u>	<u>Insurance Retention Fund</u>	<u>Central Services Fund</u>	<u>Total</u>
Operating income (loss)	\$	\$ (654,383)	\$ (69,351)	\$ (723,734)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:				
Depreciation			302,945	302,945
Change in assets and liabilities:				
(Increase) decrease in accounts receivable		35,234		35,234
(Increase) decrease in inventory	156,494			156,494
(Increase) decrease in due from other funds		1,513		1,513
(Increase) decrease in prepaid expenses		(20,059)	4,819	(15,240)
Increase (decrease) in accounts payable		25,669	12,640	38,309
Increase (decrease) in contracts payable			(13,189)	(13,189)
Increase (decrease) in due to other funds	(160,000)		22,157	(137,843)
Increase (decrease) in deposits		10,284		10,284
Increase (decrease) in claims and judgments		251,298	(22,242)	229,056
Increase (decrease) in deferred revenue		(25,000)		(25,000)
Increase (decrease) in SBITA			(49,964)	(49,964)
Increase (decrease) in compensated absences		13,748	120,789	134,537
Increase (decrease) in net OPEB obligation		(12,932)	(88,686)	(101,618)
Increase (decrease) in net pension liability		75,983	533,342	609,325
Net cash provided by (used for) operating activities	\$ <u>(3,506)</u>	\$ <u>(298,645)</u>	\$ <u>753,260</u>	\$ <u>451,109</u>



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FIDUCIARY FUNDS

Fiduciary funds are trust funds used to account for assets held by the City in a trustee capacity for individuals, other governmental units and/or other funds.

PENSION TRUST FUNDS

Pension Trust Funds account for financial operations of the City's three pension plans.

General Pension and Retirement Fund – to account for the accumulation of resources to be used for pension and retirement payments for substantially all City employees except for those in the Fire and Police Pension Funds. Resources are contributed by employees and the City at actuarially determined rates. On June 18, 2007 the City's General Pension and Retirement Plan was closed to all new employees. Existing participants were given the option to participate in the Florida Retirement System or remain in the City's General Pension and Retirement Plan.

Firefighter's Relief and Pension Fund – to account for the accumulation of resources to be used for pension and retirement payments for all firefighters. Resources are contributed by employees and the City at actuarially determined rates.

Police Officer's Retirement Fund – to account for the accumulation of resources to be used for pension and retirement payments for all police officers. Resources are contributed by employees and the City at actuarially determined rates. On January 1, 2013 the City's Police Officers' Retirement Fund was closed to all new employees. Existing participants were given the option to participate in the Florida Retirement System or remain in the City's Police Officers' Retirement Fund.

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2023

	<u>General Pension and Retirement Fund</u>	<u>Firefighter's Relief and Pension Fund</u>	<u>Police Officers' Retirement Fund</u>	<u>Total Pension Trust Funds</u>
ASSETS				
Other cash	\$ 91,090	\$ 118,918	\$ 9,071,298	\$ 9,281,306
Receivables:				
Employer	198	274	145	617
Employee	10,878	30,102	7,552	48,532
Due from other governments		285,455		285,455
Total receivables	<u>11,075</u>	<u>315,830</u>	<u>7,697</u>	<u>334,603</u>
Investments :				
Short term investments	2,591,558	2,374,798	442,582	5,408,938
Debt Securities & Bond Mutual Funds	23,245,152	19,417,337	19,009,275	61,671,764
Convertible Corporate Bonds	12,491,494	13,625,387		26,116,881
Stock Mutual Funds	4,331,939	22,855,045		27,186,984
Mortgage Backed Securities	22,469,349	11,753,458	22,744,106	56,966,913
Commingled Trust Fund	393,825	7,814,612		8,208,437
Domestic Stocks	46,323,600	40,224,874	45,737,819	132,286,293
Preferred Stocks	184,637	203,536		388,173
Foreign Stocks	<u>23,256,391</u>	<u>1,836,991</u>	<u>18,543,882</u>	<u>43,637,264</u>
Total investments	<u>135,287,945</u>	<u>120,106,038</u>	<u>106,477,664</u>	<u>361,871,647</u>
Total assets	<u>\$ 135,390,111</u>	<u>\$ 120,540,786</u>	<u>\$ 115,556,658</u>	<u>\$ 371,487,556</u>
LIABILITIES				
Accounts payable	\$ 137,441	\$ 135,595	\$ 71,766	\$ 344,802
Total liabilities	<u>137,441</u>	<u>135,595</u>	<u>71,766</u>	<u>344,802</u>
NET POSITION				
Restricted for pension benefits	<u>\$ 135,252,670</u>	<u>\$ 120,405,191</u>	<u>\$ 115,484,892</u>	<u>\$ 371,142,753</u>

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	General Pension and Retirement Fund	Firefighter's Relief and Pension Fund	Police Officers' Retirement Fund	Total Pension Trust Funds
Additions:				
Contributions - city	\$ 5,599,918	\$ 776,239	\$ 3,248,120	\$ 9,624,277
Contributions - employee	258,091	719,300	203,586	1,180,977
Commission recapture		57	1,392	1,449
Insurance proceeds - State of Florida		900,253	755,911	1,656,164
Total contributions	<u>5,858,009</u>	<u>2,395,849</u>	<u>4,209,009</u>	<u>12,462,867</u>
Investment income				
Net appreciation/(loss)				
in fair value of investments	8,344,174	9,959,461	7,458,971	25,762,606
Interest and dividends	3,106,199	2,426,505	2,840,127	8,372,831
	<u>11,450,373</u>	<u>12,385,966</u>	<u>10,299,098</u>	<u>34,135,437</u>
Less investment expense	554,723	528,667	402,872	1,486,262
Net investment income	<u>10,895,650</u>	<u>11,857,299</u>	<u>9,896,226</u>	<u>32,649,175</u>
Total additions	<u>16,753,659</u>	<u>14,253,148</u>	<u>14,105,235</u>	<u>45,112,042</u>
Deductions:				
Pensions paid - employees	10,723,450	7,696,703	7,083,504	25,503,657
Pensions paid - widows	2,171,153	1,089,950	718,307	3,979,410
Pensions paid - children	7,574			7,574
Refunds to employees		143,226		143,226
Deferred retirement option plan	258,561	1,422,415	310,843	1,991,819
Health insurance assistance	95,228			95,228
Administrative expenses	150,308	132,260	124,368	406,936
Total deductions	<u>13,406,274</u>	<u>10,484,554</u>	<u>8,237,022</u>	<u>32,127,850</u>
Change in net position	<u>3,347,385</u>	<u>3,768,594</u>	<u>5,868,213</u>	<u>12,984,192</u>
Net position restricted for pension benefits:				
Beginning of year	<u>131,905,285</u>	<u>116,636,597</u>	<u>109,616,679</u>	<u>358,158,561</u>
End of year	\$ <u>135,252,670</u>	\$ <u>120,405,191</u>	\$ <u>115,484,892</u>	\$ <u>371,142,753</u>



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STATISTICAL SECTION

This part of the City of Pensacola's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the city's overall financial health.

Financial Trends - These schedules contain trend information to help the reader understand how the city's financial performance and well-being have changed over time.

Revenue Capacity - These schedules contain information to help the reader assess the factors affecting the city's ability to generate its property, sales taxes, and utility revenue.

Debt Capacity - These schedules present information to help the reader assess the affordability of the city's current levels of outstanding debt and the city's ability to issue additional debt in the future. Note the city has no general obligation debt.

Demographic and Economic Information - These schedules offer demographic and economic indicators to help the reader understand the environment within which the city's financial activities take place and to help make a comparison over time and with other governments.

Operating Information - These schedules contain information about the city's operations and resources to help the reader understand how the city's financial information relates to the services the city provides and the activities it performs.

Sources: *Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.*



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FINANCIAL TRENDS

CITY OF PENSACOLA, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Expenses										
Governmental activities:										
General Government	\$ 10,140,686	\$ 11,459,325	\$ 10,675,142	\$ 13,421,994	\$ 12,382,833	\$ 12,101,937	\$ 14,024,575	\$ 12,380,195	\$ 18,281,895	\$ 18,703,847
Public safety	33,276,740	31,187,510	32,478,560	41,001,683	37,978,435	36,484,101	40,407,906	33,074,865	30,403,609	47,513,896
Transportation	2,942,516	3,205,374	4,051,784	2,896,355	4,057,926	5,333,798	6,768,664	7,746,788	8,616,365	9,579,297
Culture and recreation	12,968,344	14,030,560	13,467,494	13,651,877	13,787,334	14,315,481	14,374,666	16,196,710	18,695,537	17,947,317
Economic environment	13,876,714	16,362,079	16,502,619	17,947,509	18,318,018	16,877,887	17,914,891	18,373,202	18,189,837	19,906,544
Physical environment	4,922,313	5,470,198	3,146,051	4,218,895	4,033,681	5,524,973	7,903,072	13,195,272	5,331,122	8,444,383
Human services	30,000	30,000	30,000	30,000	30,000	14,492,331 (c)	9,453,927	30,000	21,666	
Unallocated depreciation	3,418,471	3,592,828	3,898,568	4,139,867	2,025,235	1,917,285	1,797,534	1,716,378	1,682,419	1,638,021
Interest on long-term debt	5,272,532	5,091,611	5,139,876	4,514,339	4,324,860	5,953,180	3,144,298	2,909,320	2,726,705	2,589,840
Total governmental activities expenses	<u>86,848,316</u>	<u>90,429,485</u>	<u>89,390,094</u>	<u>101,822,519</u>	<u>96,938,322</u>	<u>113,000,973</u>	<u>115,789,533</u>	<u>105,622,730</u>	<u>103,949,155</u>	<u>126,323,145</u>
Business-type activities:										
Utility	33,899,904	30,526,216	31,136,870	33,575,070	34,940,330	34,105,382	31,835,300	32,896,169	55,485,713	50,567,655
Sanitation	6,636,126	6,115,820	6,883,649	7,385,517	6,901,117	7,488,155	7,805,854	7,884,591	8,030,569	8,778,303
Port	2,646,153	2,609,159	2,601,580	2,869,779	2,615,462	2,713,331	3,521,004	3,070,577	3,785,115	3,598,499
Airport	24,331,152	23,833,660	25,085,705	25,102,535	26,533,722	28,606,833	28,398,131	26,204,842	28,985,668	33,370,793
Total business-type activities expenses	<u>67,513,335</u>	<u>63,084,855</u>	<u>65,707,804</u>	<u>68,932,901</u>	<u>70,990,631</u>	<u>72,913,701</u>	<u>71,560,289</u>	<u>70,056,179</u>	<u>96,287,065</u>	<u>96,315,250</u>
Total primary government expenses	<u>\$ 154,361,651</u>	<u>\$ 153,514,340</u>	<u>\$ 155,097,898</u>	<u>\$ 170,755,420</u>	<u>\$ 167,928,953</u>	<u>\$ 185,914,674</u>	<u>\$ 187,349,822</u>	<u>\$ 175,678,909</u>	<u>\$ 200,236,220</u>	<u>\$ 222,638,395</u>
Program Revenues										
Governmental activities:										
Charges for Services:										
General Government	\$ 679,868	\$ 538,272	\$ 540,401	\$ 492,954	\$ 296,437	\$ 286,817	\$ 1,220,454	\$ 261,078	\$ 153,200	\$ 316,530
Public safety	2,308,840	2,304,786	2,165,304	2,434,239	2,191,063	2,553,611	2,584,504	3,856,136	3,846,061	3,877,867
Transportation	619,630	636,372	722,452	808,801	695,121	738,270	967,281	1,817,144	2,128,911	2,080,499
Culture and recreation	2,763,580	2,817,702	3,064,679	2,996,558	2,826,837	2,777,016	1,749,952	2,605,833	2,647,772	2,941,634
Physical environment	2,619,208	2,609,127	2,785,085	2,713,930	2,779,337	2,845,664	2,845,965	2,902,846	2,994,884	3,142,705
Operating grants and contributions	15,686,464	19,435,541	20,937,879	20,751,603	21,219,767	36,160,940	32,131,025	31,148,673	48,204,504	36,252,808
Capital grants and contributions	4,522,447	9,770,999	5,240,998	5,952,566	3,239,646	2,533,119	1,675,802	938,171	1,303,263	1,241,271
Total governmental activities program revenues	<u>29,200,037</u>	<u>38,112,799</u>	<u>35,456,798</u>	<u>36,150,651</u>	<u>33,248,208</u>	<u>47,895,437</u>	<u>43,174,983</u>	<u>43,529,881</u>	<u>61,278,595</u>	<u>49,853,314</u>
Business-type activities:										
Charges for Services										
Utility	49,170,177	45,466,269	43,278,297	44,741,994	49,914,141	50,231,748	46,608,310	50,804,613	69,715,079	59,780,737
Sanitation	6,989,558	7,060,514	7,084,148	7,190,675	7,744,185	8,255,120	8,439,456	8,867,686	9,355,523	9,946,996
Port	1,906,423	1,900,212	1,609,280	1,058,964	1,259,626	2,400,834	2,740,267	2,809,593	2,881,597	2,870,396
Airport	18,915,396	21,073,261	21,887,992	21,638,635	23,190,940	25,921,379	20,718,662	22,276,241	28,883,526	31,329,994
Operating grants and contributions								5,866,730		
Capital grants and contributions	6,076,663	8,685,517	12,843,595	28,704,147	24,610,034	10,172,410	16,912,674	17,894,768	59,978,639	33,543,067
Total business-type activities program revenues	<u>83,058,217</u>	<u>84,185,773</u>	<u>86,703,312</u>	<u>103,334,415</u>	<u>106,718,926</u>	<u>96,981,491</u>	<u>95,419,369</u>	<u>108,519,631</u>	<u>170,814,364</u>	<u>137,471,190</u>
Total primary government program revenues	<u>\$ 112,258,254</u>	<u>\$ 122,298,572</u>	<u>\$ 122,160,110</u>	<u>\$ 139,485,066</u>	<u>\$ 139,967,134</u>	<u>\$ 144,876,928</u>	<u>\$ 138,594,352</u>	<u>\$ 152,049,512</u>	<u>\$ 232,092,959</u>	<u>\$ 187,324,504</u>

(continued)

CITY OF PENSACOLA, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Net (Expense)/Revenue										
Governmental activities	\$ (57,648,279)	\$ (52,316,686)	\$ (53,933,296)	\$ (65,671,868)	\$ (63,690,114)	\$ (65,105,536)	\$ (72,614,550)	\$ (62,092,849)	(42,670,560)	(76,469,831)
Business-type activities	15,544,882	21,100,918	20,995,508	34,401,514	35,728,295	24,067,790	23,859,080	38,463,452	74,527,299	41,155,940
Total primary government net expenses	\$ (42,103,397)	\$ (31,215,768)	\$ (32,937,788)	\$ (31,270,354)	\$ (27,961,819)	\$ (41,037,746)	\$ (48,755,470)	\$ (23,629,397)	\$ 31,856,739	\$ (35,313,891)
General Revenues and Other Changes in Net Assets										
Governmental activities:										
Taxes:										
Property taxes	\$ 12,232,594	\$ 12,728,973	\$ 13,312,773	\$ 13,781,024	\$ 14,638,449	\$ 15,718,156	\$ 16,953,100	\$ 18,137,244	\$ 19,640,104	\$ 21,873,778
Public service taxes and franchise fees	15,720,253	16,339,157	16,000,690	16,092,524	17,222,374	17,135,120	17,097,763	17,473,081	19,100,875	19,955,379
Communication services tax	3,115,591	3,026,561	3,127,266	2,853,565	3,095,646	3,069,511	3,185,927	3,159,425	2,906,976	2,934,967
Local business tax	917,179	909,057	914,773	902,333	915,792	939,973	944,046	918,590	929,411	938,060
Local option gasoline tax	1,553,809	1,541,616	1,585,310	1,353,590	1,365,613	1,364,246	1,301,270	1,431,737	1,428,853	1,477,395
Local option sales tax	7,015,227	7,337,154	7,662,504	7,881,842	8,524,108	8,901,413	8,698,808	10,718,928	12,234,245	12,194,355
Contribution from other governments										
Intergovernmental revenues	6,502,204	6,719,109	6,846,265	6,999,518	7,330,410	7,630,878	7,485,820	8,225,603	9,831,242	9,754,477
Unrestricted investment earnings	1,902,728	1,939,068	2,026,216	1,780,315	946,252	1,683,080	1,358,607	326,148	590,532	2,265,910
Insurance recoveries									272,997	
Donation of capital assets										
Miscellaneous	41,068	4,872	14,316	139,669	35,573	29,113	38,755	58,984	199,714	226,811
Net gain (loss) on sale of asset	71,972	56,851		1,496,281	2,529,358	708,896	94,056	84,366	65,623	97,367
Gain (loss) on impairment of asset - Hurricane Ivan										
Special Item	(1,306,106)	5,351,922 (a)		14,266,276 (b)				689,131		
Transfers	8,206,788	8,070,459	8,000,000	8,000,000	8,000,000	7,282,376	5,752,854	6,966,490	7,226,404	7,229,019
Overhead transfers	2,372,500	2,376,600	2,355,500	2,458,900	2,480,300	2,662,700	2,708,800	2,839,300	3,066,900	2,822,500
Total governmental activities	58,345,807	66,401,399	61,845,613	78,005,837	67,083,875	67,125,462	65,619,806	71,029,027	77,493,876	81,770,018
Business-type activities:										
Unrestricted investment earnings	121,682	170,836	215,216	467,169	837,949	1,353,089	1,281,334	377,237	931,927	4,181,440
Insurance recoveries								1,650,924		
Donation of capital assets										
Miscellaneous	373,481	511,037	424,772	919,630	753,915	605,249	515,442	635,705	703,755	915,681
Net gain (loss) on sale of asset	43,870	19,196		64,870	29,531	112,180	75,921	93,536	60,760	9,200
Gain (loss) on impairment of asset - Hurricane Ivan										
Special Item										
Transfers	(8,206,788)	(8,070,459)	(8,000,000)	(8,000,000)	(8,000,000)	(7,282,376)	(5,752,854)	(6,966,490)	(7,226,404)	(7,229,019)
Overhead transfers	(2,372,500)	(2,376,600)	(2,355,500)	(2,458,900)	(2,480,300)	(2,662,700)	(2,708,800)	(2,839,300)	(3,066,900)	(2,822,500)
Total business-type activities	(10,040,255)	(9,745,990)	(9,715,512)	(9,007,231)	(8,858,905)	(7,874,558)	(6,588,957)	(7,048,388)	(8,596,862)	(4,945,198)
Total primary government	\$ 48,305,552	\$ 56,655,409	\$ 52,130,101	\$ 68,998,606	\$ 58,224,970	\$ 59,250,904	\$ 59,030,849	\$ 63,980,639	\$ 68,897,014	\$ 76,824,820
Change in Net Position										
Governmental activities	\$ 697,528	\$ 14,084,713	\$ 7,912,317	\$ 12,333,969	\$ 3,393,761	\$ 2,019,926	\$ (6,994,744)	\$ 8,936,178	\$ 34,823,316	\$ 5,300,187
Business-type activities	5,504,627	11,354,928	11,279,996	25,394,283	26,869,390	16,193,232	17,270,123	31,415,064	65,930,437	36,210,742
Total primary government	\$ 6,202,155	\$ 25,439,641	\$ 19,192,313	\$ 37,728,252	\$ 30,263,151	\$ 18,213,158	\$ 10,275,379	\$ 40,351,242	\$ 100,753,753	\$ 41,510,929

Notes:

(a) In FY 15, BP claim was settled for the BP Deep Horizon Oil Spill in 2010 and the City was awarded \$5,351,922

(b) In FY 17, the City cancelled the \$54,079,902 loan the CTA Investment Fund, LLC made to CMPA and the loan the City made to CTA Investment Fund, LLC which resulted in a net gain to the City of \$14,266,276.

(c) In FY 19, the City created the Hospital Special Assesment Fund to account for the receipts from local hospitals and subsequently submit to the State for health care provisions.

CITY OF PENSACOLA, FLORIDA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2014	2015 (a)	2016	2017	2018	2019	2020	2021	2022	2023
Governmental activities										
Net investment in capital assets	\$ 175,446,759	\$ 173,000,255	\$ 163,348,312	\$ 190,491,657	\$ 191,203,167	\$ 186,615,457	\$ 186,703,675	\$ 190,220,754	\$ 192,144,576	\$ 197,105,128
Restricted	16,283,438	27,838,599	35,352,306	29,751,412	23,754,264	24,688,258	29,203,635	24,748,663	27,110,940	25,290,316
Unrestricted	(7,264,919)	(63,328,173)	(53,277,620)	(62,486,102)	(58,653,937)	(52,980,295)	(64,578,634)	(54,704,563)	(23,526,321)	(21,366,062)
Total governmental activities net position	<u>\$ 184,465,278</u>	<u>\$ 137,510,681</u>	<u>\$ 145,422,998</u>	<u>\$ 157,756,967</u>	<u>\$ 156,303,494</u>	<u>\$ 158,323,420</u>	<u>\$ 151,328,676</u>	<u>\$ 160,264,854</u>	<u>\$ 195,729,195</u>	<u>\$ 201,029,382</u>
Business-type activities										
Net investment in capital assets	\$ 131,081,295	\$ 135,878,607	\$ 142,842,026	\$ 168,168,989	\$ 186,225,485	\$ 194,787,731	\$ 198,846,540	\$ 212,977,675	\$ 268,611,152	\$ 282,278,975
Restricted	8,703,100	9,904,200	9,956,165	10,497,398	12,176,912	13,227,612	13,905,112	20,333,112	22,407,112	24,857,112
Unrestricted	34,313,383	20,040,759	24,305,371	23,831,458	29,067,346	35,647,632	48,181,446	59,037,375	67,423,400	87,511,964
Total business-type activities net position	<u>\$ 174,097,778</u>	<u>\$ 165,823,566</u>	<u>\$ 177,103,562</u>	<u>\$ 202,497,845</u>	<u>\$ 227,469,743</u>	<u>\$ 243,662,975</u>	<u>\$ 260,933,098</u>	<u>\$ 292,348,162</u>	<u>\$ 358,441,664</u>	<u>\$ 394,648,051</u>
Primary government										
Net investment in capital assets	\$ 306,528,054	\$ 308,878,862	\$ 306,190,338	\$ 358,660,646	\$ 377,428,652	\$ 381,403,188	\$ 385,550,215	\$ 403,198,429	\$ 460,755,728	\$ 479,384,103
Restricted	24,986,538	37,742,799	45,308,471	40,248,810	35,931,176	37,915,870	43,108,747	45,081,775	49,518,052	50,147,428
Unrestricted	27,048,464	(43,287,414)	(28,972,249)	(38,654,644)	(29,586,591)	(17,332,663)	(16,397,188)	4,332,812	43,897,079	66,145,902
Total primary government net position	<u>\$ 358,563,056</u>	<u>\$ 303,334,247</u>	<u>\$ 322,526,560</u>	<u>\$ 360,254,812</u>	<u>\$ 383,773,237</u>	<u>\$ 401,986,395</u>	<u>\$ 412,261,774</u>	<u>\$ 452,613,016</u>	<u>\$ 554,170,859</u>	<u>\$ 595,677,433</u>

Notes: (a) The City implemented GASB Statement 68 in fiscal year 2015.

CITY OF PENSACOLA, FLORIDA
PROGRAM REVENUES BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
(accrual basis of accounting)

Function/Programs	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Governmental activities:										
General government	\$ 3,153,436	\$ 3,283,833	\$ 3,427,107	\$ 3,700,398	\$ 3,901,755	\$ 4,479,037	\$ 6,187,932	\$ 6,211,248	\$ 12,180,037	\$ 10,592,312
Public safety	3,328,936	2,484,036	2,349,489	2,666,971	2,280,040	2,818,481	2,677,146	4,743,763	4,208,681	4,053,510
Transportation	859,734	2,807,030	1,911,016	808,801	695,121	747,358	967,281	2,252,364	10,864,110	3,614,261
Culture and recreation	4,990,080	6,822,539	5,076,963	4,168,728	3,916,783	4,118,589	1,819,592	5,802,050	12,715,325	5,191,135
Economic environment	13,503,294	16,793,245	17,147,764	17,850,657	17,484,499	16,858,471	17,662,062	18,985,778	17,984,432	19,175,383
Physical environment	3,364,557	5,922,116	5,544,459	6,955,096	4,970,010	4,411,169	4,437,043	5,534,678	3,326,010	7,226,713
Human services						14,462,332 (a)	9,423,927			
Total governmental activities	<u>29,200,037</u>	<u>38,112,799</u>	<u>35,456,798</u>	<u>36,150,651</u>	<u>33,248,208</u>	<u>47,895,437</u>	<u>43,174,983</u>	<u>43,529,881</u>	<u>61,278,595</u>	<u>49,853,314</u>
Business-type activities:										
Utility	49,387,343	45,939,470	43,761,940	45,297,295	50,548,308	50,231,748	46,608,310	50,804,613	69,715,079	60,319,429
Sanitation	6,989,558	7,074,746	7,084,148	7,192,089	7,744,185	8,255,120	9,620,538	8,867,686	10,395,004	9,946,996
Port	2,026,744	2,108,450	2,457,376	2,753,554	4,971,116	5,186,090	3,156,635	3,842,119	3,321,881	3,435,479
Airport	24,654,572	29,063,107	33,399,848	48,091,477	43,455,317	33,308,533	36,033,886	45,005,213	87,382,400	63,769,286
Total business-type activities	<u>83,058,217</u>	<u>84,185,773</u>	<u>86,703,312</u>	<u>103,334,415</u>	<u>106,718,926</u>	<u>96,981,491</u>	<u>95,419,369</u>	<u>108,519,631</u>	<u>170,814,364</u>	<u>137,471,190</u>
Total primary government	<u>\$ 112,258,254</u>	<u>\$ 122,298,572</u>	<u>\$ 122,160,110</u>	<u>\$ 139,485,066</u>	<u>\$ 139,967,134</u>	<u>\$ 144,876,928</u>	<u>\$ 138,594,352</u>	<u>\$ 152,049,512</u>	<u>\$ 232,092,959</u>	<u>\$ 187,324,504</u>

Notes: (a) In FY 19, the City created the Hospital Special Assement Fund to account for the receipts from local hospitals and subsequently submit to the State for health care provisions.

CITY OF PENSACOLA, FLORIDA
FUND BALANCE, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General Fund										
Non-spendable	\$ 37,491	\$ 31,016	\$ 28,729	\$ 23,339	\$ 23,422	\$ 26,635	\$ 50,814	\$ 43,890	\$ 48,499	\$ 58,739
Restricted	447,395	632,697	665,283	891,857	1,038,512	880,968	1,064,330	1,154,652	1,191,930	2,425,112
Committed	8,816,950	9,210,488	10,143,175	11,694,280	14,017,235	14,397,663	14,628,212	14,620,074	14,677,876	14,928,663
Assigned	2,986,393	2,761,806	2,640,289	2,692,973	4,591,459	7,170,387	9,236,622	9,879,232	9,881,458	11,415,117
Unassigned	1,110,671	1,102,141	1,128,736	1,721,705	208,800	1,516,294	537,926	98,402	3,222,097	2,408,440
Total General Fund	<u>\$ 13,398,900</u>	<u>\$ 13,738,148</u>	<u>\$ 14,606,212</u>	<u>\$ 17,024,154</u>	<u>\$ 19,879,428</u>	<u>\$ 23,991,947</u>	<u>\$ 25,517,904</u>	<u>\$ 25,796,250</u>	<u>\$ 29,021,860</u>	<u>\$ 31,236,071</u>
All Other Governmental Funds										
Non-spendable	\$ 3,770,589	\$ 7,510,198	\$ 3,437,808	\$ 3,519,866	\$ 17,153	\$ 19,944	\$ 20,867	\$ 18,040	\$ 24,383	\$ 27,376
Restricted	57,319,028	58,928,951	75,306,214 (a)	38,838,782	53,562,885	62,274,000	56,111,278	49,200,597	47,574,085	37,780,305
Committed	3,695,188	5,760,423	6,525,521	5,888,016	5,181,575	5,571,152	4,191,794	3,121,347	4,494,441	6,767,470
Assigned	715,949	3,137,792	1,712,813	867,343	716,721	872,612	4,844,743	6,913,127	7,710,896	11,593,691
Unassigned	(6,974,974)	(7,341,255)	(6,642,268)	(8,547,881)	(260,165)	(415,247)	(8,620,052)	(15,550,037)	(3,962,014)	(3,281,408)
Total all other governmental funds	<u>\$ 58,525,780</u>	<u>\$ 67,996,109</u>	<u>\$ 80,340,088</u>	<u>\$ 40,566,126</u>	<u>\$ 59,218,169</u>	<u>\$ 68,322,461</u>	<u>\$ 56,548,630</u>	<u>\$ 43,703,074</u>	<u>\$ 55,841,791</u>	<u>\$ 52,887,434</u>

Notes:

(a) Increase in restricted fund balance is related to the unspent bond proceeds in the Local Option Gas Tax Project Fund.

CITY OF PENSACOLA, FLORIDA
CHANGES IN FUND BALANCE, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	Fiscal Year									
Revenues	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Taxes	\$ 32,259,057	\$ 33,316,544	\$ 34,076,354	\$ 34,883,249	\$ 37,034,176	\$ 38,493,239	\$ 39,663,462	\$ 43,132,137	\$ 46,421,093	\$ 49,184,082
Licenses and permits	1,277,978	1,346,721	1,415,580	1,771,849	1,593,488	1,751,816	1,797,767	3,124,299	2,858,523	2,688,873
Franchise fees	8,295,596	8,565,974	8,289,710	8,218,881	8,727,806	8,635,180	8,517,452	8,706,868	9,819,371	10,189,852
Intergovernmental	25,037,986	34,883,053	31,227,672	31,348,598	30,882,832	31,258,032	32,281,626	39,864,893	58,976,026	45,786,490
Charges for services	6,472,779	6,634,483	6,995,182	7,008,094	6,621,643	6,763,745	6,058,848	7,894,124	8,402,116	8,863,288
Fines and forfeits	483,732	318,933	286,782	153,648	166,780	271,104	239,869	147,436	280,272	144,226
Assessments	35,191	14,347	27,187	78,741	52,326	14,519,578	9,462,697	52,383	14,748	15,239
Interest income	1,921,332	1,943,368	2,045,038	1,812,692	994,564	1,714,509	1,401,730	341,669	579,606	2,589,126
Donations	529,217	106,536	1,017,668	2,011,038	1,125,245	71,160	20,498	87,071	246,302	801,989
Other	1,576,588	915,518	1,320,438	775,965	840,582	647,406	713,365	681,761	948,697	754,366
Total revenues	<u>77,889,456</u>	<u>88,045,477</u>	<u>86,701,611</u>	<u>88,062,755</u>	<u>88,039,442</u>	<u>104,125,769</u>	<u>100,157,314</u>	<u>104,032,641</u>	<u>128,546,754</u>	<u>121,017,531</u>
Expenditures										
Current -										
General government	8,370,721	9,763,178	8,731,145	8,756,239	9,394,210	9,315,718	10,686,826	11,221,735	16,371,718	14,664,641
Public safety	31,613,523	33,344,112	32,344,989	31,692,091	32,948,093	33,820,334	35,378,579	37,090,021	38,774,148	40,953,265
Transportation	2,558,589	3,002,495	3,703,713	2,601,106	2,484,138	3,030,089	3,966,855	5,044,289	5,411,710	5,249,321
Culture and recreation	8,265,301	9,888,492	8,961,041	8,901,116	9,207,741	9,255,731	9,168,428	12,575,652	14,054,641	12,237,409
Economic environment	13,795,153	16,379,088	16,512,073	17,840,723	17,613,088	16,821,741	17,765,989	18,572,942	18,375,011	19,626,665
Physical environment	4,927,340	5,596,702	3,345,057	4,089,950	3,233,928	4,190,835	5,791,302	11,828,268	3,879,288	6,141,812
Human services	30,000	30,000	30,000	30,000	30,000	14,492,331	9,453,927	30,000	21,666	
Capital outlay	9,115,258	10,770,532	12,963,404	18,210,965	23,324,603	14,190,938	14,818,379	17,316,526	15,963,344	21,935,926
Debt service -										
Principal retirement	3,365,000	3,520,000	3,695,000	4,561,000	7,740,418	6,332,419	6,593,729	7,048,568	5,483,571	5,591,068
Interest	5,758,346	5,602,755	5,600,516	5,182,598	3,934,010	4,240,349	2,625,797	2,961,332	2,780,201	2,644,897
Total expenditures	<u>87,799,231</u>	<u>97,897,354</u>	<u>95,886,938</u>	<u>101,865,788</u>	<u>109,910,229</u>	<u>115,690,485</u>	<u>116,249,811</u>	<u>123,689,333</u>	<u>121,115,298</u>	<u>129,045,004</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(9,909,775)</u>	<u>(9,851,877)</u>	<u>(9,185,327)</u>	<u>(13,803,033)</u>	<u>(21,870,787)</u>	<u>(11,564,716)</u>	<u>(16,092,497)</u>	<u>(19,656,692)</u>	<u>7,431,456</u>	<u>(8,027,473)</u>

(continued)

CITY OF PENSACOLA, FLORIDA
CHANGES IN FUND BALANCE, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Other financing sources (uses)										
Transfers in	65,692,097 (a)	22,172,579	21,700,560	22,697,499	18,645,522	23,813,700	22,556,620	25,216,696	24,561,143	21,029,094
Transfers (out)	(57,485,309) (a)	(14,379,367)	(13,525,081)	(13,388,403)	(10,645,522)	(16,531,324)	(16,803,766)	(18,250,206)	(17,334,739)	(13,805,631)
Capital Lease Note Issuance		6,460,954 (c)								
Loan proceeds				100,000		58,140,000				
Sale of capital assets	67,545	55,366		1,487,365	2,526,004	701,970	91,769	84,366	65,190	63,864
Contributed capital from other funds										
Contributed capital from other governments										
Reimbursement of prior year expenditures										
Insurance recoveries				20,000						
Payment to refund debt						(41,182,811)				
Bonds Issued			14,314,000	5,389,000	33,000,000					
Issuance Cost			(92,109)	(44,822)	(147,900)	(160,008)				
Total other financing sources (uses)	<u>8,274,333</u>	<u>14,309,532</u>	<u>22,397,370</u>	<u>16,260,639</u>	<u>43,378,104</u>	<u>24,781,527</u>	<u>5,844,623</u>	<u>7,050,856</u>	<u>7,291,594</u>	<u>7,287,327</u>
Net change in fund balances										
before prior period adjustments/special items	<u>(1,635,442)</u>	<u>4,457,655</u>	<u>13,212,043</u>	<u>2,457,606</u>	<u>21,507,317</u>	<u>13,216,811</u>	<u>(10,247,874)</u>	<u>(12,605,836)</u>	<u>14,723,050</u>	<u>(740,147)</u>
Special Item-NMTC Unwind				(39,813,626) (d)						
Special item - sale of capital asset										
Special item - BP Settlement		5,351,922 (b)								
Special item - Parking Transfer								38,626		
PPA/Change in accounting principle									641,277	
Net change in fund balances	<u>\$ (1,635,442)</u>	<u>\$ 9,809,577</u>	<u>\$ 13,212,043</u>	<u>\$ (37,356,020)</u>	<u>\$ 21,507,317</u>	<u>\$ 13,216,811</u>	<u>\$ (10,247,874)</u>	<u>\$ (12,567,210)</u>	<u>\$ 15,364,327</u>	<u>\$ (740,147)</u>
Debt service as a percentage of noncapital expenditures	11.59%	10.47%	11.21%	11.65%	13.48%	10.42%	9.09%	9.41%	7.86%	7.69%

Notes:

- (a) In FY 14, Maritime Community Construction Fund was closed and residual equity transfers were made to the CRA and Debt Service Fund.
(b) In FY 15, BP claim was settled for the BP Deep Horizon Oil Spill in 2010 and the City was awarded \$5,351,922.
(c) In FY 15, Motorola released \$6,460,954 to finance the acquisition of technology related equipment.
(d) In FY 17, the City forgave the loan made with CTA Investment Fund, LLC of \$39,813,626.

REVENUE CAPACITY

CITY OF PENSACOLA, FLORIDA
ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS
(in thousands of dollars)

Fiscal Year	Personal Property	Real Property	Central Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2013	517,534	4,147,698	5,277	1,763,287	2,907,222	4.2895
2014	552,382	4,223,888	5,581	1,840,040	2,941,811	4.2895
2015	539,820	4,491,889	5,682	1,964,598	3,072,793	4.2895
2016	561,229	4,729,674	5,627	2,109,546	3,186,984	4.2895
2017	507,305	5,034,056	5,850	2,222,806	3,324,405	4.2895
2018	520,566	5,306,319	5,809	2,307,122	3,525,572	4.2895
2019	557,576	5,717,586	6,173	2,500,346	3,780,989	4.2895
2020	668,682	6,182,529	5,985	2,769,526	4,087,670	4.2895
2021	605,422	6,504,333	6,640	2,745,635	4,370,760	4.2895
2022	685,264	7,081,565	7,071	3,048,367	4,725,533	4.2895
2023	712,250	8,232,474	7,507	3,690,072	5,262,159	4.2895

Source: Escambia County Property Appraiser's Office

Notes: Property is reassessed every year. Property is assessed at actual value; therefore, the assessed values are equal to actual value. Tax rates are per \$1,000 of assessed value.

CITY OF PENSACOLA, FLORIDA
DIRECT AND OVERLAPPING PROPERTY TAX RATES
LAST TEN FISCAL YEARS
(rate per \$1,000 of assessed value)

Fiscal Year	City Of Pensacola Total Direct Rate	Overlapping Rates				
		City Of Pensacola Downtown Improvement Board	Escambia County School Board	Escambia County (a)	Escambia County Library MSTU (b)	Northwest Florida Water Management District
2014	4.2895	2.0000	7.5570	6.6165	0.3590	0.0400
2015	4.2895	2.0000	7.3220	6.6165	0.3590	0.0390
2016	4.2895	2.0000	7.1130	6.6165	0.3590	0.0378
2017	4.2895	2.0000	6.8760	6.6165	0.3590	0.0366
2018	4.2895	2.0000	6.6310	6.6165	0.3590	0.0353
2019	4.2895	2.0000	6.3250	6.6165	0.3590	0.0338
2020	4.2895	2.0000	6.0430	6.6165	0.3590	0.0327
2021	4.2895	2.0000	5.9280	6.6165	0.3590	0.0311
2022	4.2895	2.0000	5.6570	6.6165	0.3590	0.0294
2023	4.2895	2.0000	5.2740	6.6165	0.3590	0.0261

Source: Escambia County Tax Collector

- Notes:** (a) Escambia County property tax rates do not include MSTU rate. The MSTU rate is a rate charged to County-Only residents.
(b) Beginning FY 2014 Escambia County began applying Library MSTU to fund the West Florida Public Library System. This MSTU is charged to both City and County properties.

**CITY OF PENSACOLA, FLORIDA
PRINCIPAL PROPERTY TAX PAYERS
CURRENT YEAR AND NINE YEARS AGO**

Taxpayer	2023			2014		
	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Sacred Heart Hospital	\$ 329,137,060	1	0.82%	\$ 134,535,185	1	0.69%
Florida Power & Light / Gulf Power	213,727,771	2	0.53%	106,449,023	2	0.55%
Baptist Hospital	132,890,476	3	0.33%	48,663,495	3	0.25%
Pensacola Southtowne Owner LLC	62,957,105	4	0.16%	----	----	----
Simon Debartolo/Simon Properties	56,001,456	5	0.14%	38,690,755	4	0.20%
Chapins Landing	54,156,426	6	0.14%	----	----	----
Armstrong World Industries	37,734,572	7	0.09%	29,904,590	5	0.15%
Hallmark Sterling Hill LLC	24,842,827	8	0.06%	----	----	----
Bellsouth/Southern Bell	----	----	----	15,246,425	6	0.08%
Walmart	23,859,773	9	0.06%	14,460,124	7	0.07%
Cox Communications	23,700,185	10	0.06%	----	----	----
Moulton Properties	----	----	----	12,313,694	9	0.06%
Reichhold Inc/Arizona Chemical	----	----	----	14,138,401	8	0.07%
Holi Corp	----	----	----	12,061,901	10	0.06%
Total	<u>\$ 959,007,651</u>		<u>2.40%</u>	<u>\$ 426,463,593</u>		<u>2.20%</u>

Source: Escambia County Tax Collector

**CITY OF PENSACOLA, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
PAST TEN FISCAL YEARS**

Fiscal Year Ended September 30,	Taxes Levied for the Fiscal Year (a)	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years (c)	Totals Collections to Date	
		Amount (b)	Percentage of Levy		Amount (d)	Percentage of Levy
2014	\$ 12,618,899	12,170,283	96.4%	\$ 62,311	\$ 12,232,594	96.9%
2015	13,156,494	12,701,481	96.5%	27,493	12,728,974	96.8%
2016	13,670,568	13,232,668	96.8%	80,105	13,312,773	97.4%
2017	14,260,035	13,768,035	96.6%	12,989	13,781,024	96.6%
2018	15,122,942	14,589,079	96.5%	49,369	14,638,448	96.8%
2019	16,218,558	15,655,210	96.5%	62,946	15,718,156	96.9%
2020	17,534,064	16,896,732	96.4%	56,368	16,953,100	96.7%
2021	18,748,372	18,093,919	96.5%	43,324	18,137,243	96.7%
2022	20,270,174	19,551,223	96.5%	88,881	19,640,104	96.9%
2023	22,572,035	21,831,672	96.7%	42,106	21,873,778	96.9%

Source: Escambia County Tax Collector.

Notes: (a) The tax levy is based on the tax roll as certified by the Escambia County Property Appraiser.

(b) Current tax collections are after applicable discounts for early payment.

(c) Collections represent subsequent and current year delinquent revenues.

(d) Property taxes collected are accounted for in the General Fund.

CITY OF PENSACOLA, FLORIDA
TAXABLE SALES BY CATEGORY
LAST TEN CALENDAR YEARS
(in thousands of dollars)

	Calendar Year									
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023 (a)</u>
General merchandise stores	\$ 741,251	\$ 747,540	\$ 796,846	\$ 764,661	\$ 772,478	\$ 804,314	\$ 837,736	\$ 922,191	\$ 915,586	\$ 728,536
Grocery stores	242,179	252,702	259,820	275,592	291,707	305,567	341,687	380,464	412,962	329,762
Hotels and apartments	239,013	260,427	278,032	292,298	325,431	350,089	294,496	451,104	489,960	394,030
Lumber and building materials	269,521	273,741	306,993	343,579	368,248	415,590	541,361	774,009	691,271	457,668
Manufacturing and mining	62,944	69,620	79,555	101,702	130,644	120,665	99,706	129,589	154,433	109,890
Motor vehicle dealers	823,294	861,382	902,727	948,633	995,785	1,067,119	1,071,133	1,307,066	1,290,219	993,298
Office space and commercial rentals	217,941	220,022	226,118	232,768	272,278	307,300	299,737	344,822	367,708	284,815
Restaurants and lunchrooms	576,942	614,241	645,724	674,666	698,068	728,320	656,232	843,664	921,954	750,254
Total	<u>\$ 3,173,085</u>	<u>\$ 3,299,675</u>	<u>\$ 3,495,815</u>	<u>\$ 3,633,899</u>	<u>\$ 3,854,639</u>	<u>\$ 4,098,964</u>	<u>\$ 4,142,088</u>	<u>\$ 5,152,909</u>	<u>\$ 5,244,093</u>	<u>\$ 4,048,253</u>

City direct sales tax rate (b)

Source: Florida Department of Revenue

Notes: Data presented reflects Escambia County.

(a) 2022 data only represents the first nine months of the calendar year.

(b) The city has no direct tax rate. However, the city receives a portion of the proceeds from the Half Cent Sales Tax and the Local Option Sales Tax. The distribution of the proceeds of the Cents Sales Tax and the Local Option Sales Tax to the incorporated municipalities of the County are controlled by the formula set forth in Section 218.65 and 218.62, Florida Statutes.

**CITY OF PENSACOLA, FLORIDA
DIRECT AND OVERLAPPING SALES TAX RATES
LAST TEN FISCAL YEARS**

Fiscal Year	Local Option Sales Tax Escambia County	Half Cent Sales Tax School District
2014	1.00%	0.50%
2015	1.00%	0.50%
2016	1.00%	0.50%
2017	1.00%	0.50%
2018	1.00%	0.50%
2019	1.00%	0.50%
2020	1.00%	0.50%
2021	1.00%	0.50%
2022	1.00%	0.50%
2023	1.00%	0.50%

Source: City Budget Office

Note: The city has no direct tax rate. However, the city receives a portion of the proceeds from the Local Option Sales Tax. The distribution of the proceeds of the Local Option Sales Tax to the incorporated municipalities of the County are controlled by the formula set forth in Section 218.62, Florida Statutes.

CITY OF PENSACOLA, FLORIDA
SALES TAX REVENUE PAYERS BY INDUSTRY
CURRENT YEAR AND NINE YEARS AGO
(in thousands of dollars)

	2023			2014	
	Tax Liability (a)	Percentage of Total		Tax Liability (a)	Percentage of Total
Retail trade	\$ 240,550	49.07%	\$	153,996	54.33%
Services	95,586	19.50%		57,100	20.14%
Manufacturing and mining	10,057	2.05%		4,024	1.42%
Wholesale trade	18,682	3.81%		7,349	2.59%
Construction	43,135	8.80%		17,286	6.10%
Finance, insurance, and real estate	51,037	10.41%		26,969	9.51%
Transportation and utilities	24,058	4.91%		13,019	4.59%
Agricultural	3,163	0.65%		1,424	0.50%
Other	3,958	0.81%		2,299	0.81%
Total	\$ <u>490,226</u>	<u>100.00%</u>	\$	<u>283,466</u>	<u>100.00%</u>

Source: Florida Department of Revenue Office of Research

Notes: Data presented reflects Escambia County. Data is presented on the State Fiscal Year of July 1 - June 30.

(a) Tax liability represents the state percentage of the tax liability paid by businesses in Escambia County. Total tax liability was not available by industry for Escambia County.

CITY OF PENSACOLA, FLORIDA
ENERGY SERVICES OF PENSACOLA
GAS SOLD IN MCFS BY TYPE OF CUSTOMER
LAST TEN FISCAL YEARS
(in thousands of Mcfs)

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Type of Customer										
Residential -Inside City Limits	347	306	243	201	270	257	239	273	247	229
Residential -Outside City Limits	767	695	578	501	640	611	590	657	611	561
Commercial -Inside City Limits	322	310	301	298	324	326	292	306	302	294
Commercial -Outside City Limits	441	415	390	351	401	408	389	410	431	426
Municipal	26	25	24	22	25	23	24	25	25	22
Interruptible	1,089	1,046	944	639	647	707	690	674	674	608
Transportation	1,331	1,377	1,478	1,887	1,978	1,799	2,015	1,984	2,952	4,444
Total	<u>4,323</u>	<u>4,174</u>	<u>3,958</u>	<u>3,899</u>	<u>4,285</u>	<u>4,131</u>	<u>4,239</u>	<u>4,329</u>	<u>5,242</u>	<u>6,584</u>
Total direct rate per Mcf (a)	\$ 17.21	\$ 19.86	\$ 22.25	\$ 24.99	\$ 23.02	\$ 23.59	\$ 23.62	\$ 23.57	\$ 26.55	\$ 23.12

Source: Pensacola Energy

Notes: (a) Total direct rate per Mcf is calculated using residential in/out, commercial in/out, and municipal customers. Interruptible and transportation direct rates are not available.

**CITY OF PENSACOLA, FLORIDA
ENERGY SERVICES OF PENSACOLA
GAS RATES
LAST TEN FISCAL YEARS**

Fiscal Year	Residential - Inside City Limits			Residential - Outside of City Limits			Commercial - Inside City Limits		
	Fixed Monthly Charge	Base Rate per Mcf	PGA & WNA Rate per Mcf (a)	Fixed Monthly Charge	Base Rate per Mcf	PGA & WNA Rate per Mcf (a)	Fixed Monthly Charge	Base Rate per Mcf	PGA & WNA Rate per Mcf (a)
2014(c)	9.08	7.63	7.88	10.15	9.43	7.92	16.09	7.63	7.77
2015(d)	9.22	7.74	7.51	10.30	9.57	7.47	16.33	7.74	7.23
2016(e)	9.21	7.73	9.54	10.29	9.56	9.54	16.31	7.73	8.17
2017	9.21	7.73	11.75	10.29	9.56	11.67	16.31	7.73	9.72
2018 (f)	9.52	7.99	8.51	10.63	9.88	8.49	16.85	7.99	7.40
2019 (g)	9.75	8.18	8.63	10.88	10.12	8.46	17.25	8.18	7.88
2020 (h)	9.94	8.34	8.27	11.09	10.31	8.25	17.58	8.34	7.29
2021	9.94	8.34	8.43	11.09	10.31	8.5	17.58	8.34	7.89
2022	9.94	8.34	14.15	11.09	10.31	14.14	17.58	8.34	12.80
2023	9.94	8.34	7.78	11.09	10.31	7.81	17.58	8.34	6.94

Fiscal Year	Commercial - Outside of City Limits			Municipal			Interruptible and Transportation (b)		
	Fixed Monthly Charge	Base Rate per Mcf	PGA & WNA Rate per Mcf (a)	Fixed Monthly Charge	Base Rate per Mcf	PGA & WNA Rate per Mcf (a)	Fixed Monthly Charge	Base Rate per Mcf	PGA & WNA Rate per Mcf (a)
2014(c)	18.27	9.43	7.74	20.30	2.97	7.64	200.00	N/A	N/A
2015(d)	18.54	9.57	7.26	20.60	3.01	7.15	200.00	N/A	N/A
2016(e)	18.52	9.56	8.28	20.58	3.01	7.72	200.00	N/A	N/A
2017	18.52	9.56	9.88	20.58	3.01	8.70	200.00	N/A	N/A
2018 (f)	19.14	9.88	7.75	21.26	3.11	7.20	200.00	N/A	N/A
2019 (g)	19.60	10.12	7.79	21.77	3.18	7.26	200.00	N/A	N/A
2020 (h)	19.97	10.31	7.37	22.18	3.24	6.68	200.00	N/A	N/A
2021	19.97	10.31	7.92	22.18	3.24	7.23	200.00	N/A	N/A
2022	19.97	10.31	14.14	22.18	3.24	12.21	200.00	N/A	N/A
2023	19.97	10.31	7.24	22.18	3.24	6.93	200.00	N/A	N/A

Source: Pensacola Energy

- Notes:** (a) The Purchase Gas Adjustment (PGA) is a monthly adjustment to the gas rate due to increases in the cost of gas purchased for resale.
The Weather Normalization Adjustment (WNA) is an adjustment to the gas rate to account for fluctuations in consumption due to colder or warmer weather during the months of October through March of the previous or current fiscal year. PGA and WNA rates are based on a yearly average. Both the base rate and the PGA/WNA rates need to be taking into consideration when determining the yearly rate per Mcf.
(b) Interruptible and transportation rates per Mcf are not reported as rates are negotiated on a customer by customer bases.
(c) The increase to rates took effect in the beginning of the monthly October 2013 billing cycle
(d) The increase to rates took effect in the beginning of the monthly October 2014 billing cycle
(e) The decrease to rates took effect in the beginning of the monthly October 2015 billing cycle
(f) The increase to rates took effect in the beginning of the monthly October 2017 billing cycle
(g) The increase to rates took effect in the beginning of the monthly October 2018 billing cycle
(h) The increase to rates took effect in the beginning of the monthly October 2019 billing cycle

DEBT CAPACITY

CITY OF PENSACOLA, FLORIDA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS
(dollars in thousands, except for per capita)

Fiscal Year	Governmental Activities									Business-type Activities			Total Primary Government	Percentage of Personal Income (a)	Per Capita (a)
	Tax and Franchise Fee Bonds	Local Option Sales Tax Bond(s) (b)	Local Option Gas Tax Note	Community Redevelopment Notes	Maritime Community Park Construction Bonds	Maritime Community Park Loans Payable	Capital Leases	Lease/ SBITA		Gas Revenue Bonds/Notes	Airport Revenue Bonds/Notes	Lease/ SBITA			
2014	\$ -	12,690	\$ -	\$ -	44,545	\$ -	115	\$ -	\$ -	10,595	72,745	\$ -	140,690	1.96%	459
2015	-	9,750	-	-	43,787	-	6,539	-	-	8,585	66,526	-	135,187	1.82%	437
2016	-	6,660	14,314	-	43,190	-	6,501	-	-	6,510	63,069	-	140,244	1.85%	446
2017	-	3,415	14,043	5,389	42,152	100	6,461	-	-	19,355	60,254	-	151,169	1.88%	479
2018	-	25,000	12,750	13,008	41,074	80	4,915	-	-	16,830	59,988	-	173,645	2.16%	542
2019	-	23,048	11,434	70,825	1,175	60	3,323	-	-	15,105	50,594	-	175,564	2.16%	552
2020	-	20,957	10,094	70,495	-	40	1,685	-	-	13,346	48,075	-	164,692	1.86%	518
2021	-	18,821	8,729	68,653	-	20	-	-	-	11,551	45,470	-	153,244	1.69%	472
2022	-	16,640	7,339	66,760	-	-	-	4	-	9,719	36,981	293	137,439	1.37%	426
2023	-	14,412	5,924	64,812	-	-	-	256	-	7,851	34,205	383	127,843	1.17%	394

Notes: Details regarding the city's outstanding debt can be found in the notes to the financial statements.

(a) See demographic and economic statistics schedule for personal income and population data. These ratios are calculated using Escambia County population and personal income for the corresponding calendar year.

(b) Capital Funding Revenue Bonds, Series 2010A were outstanding during fiscal years 2010-2017. The Infrastructure sales Surtax Revenue Bond, Series 2017 was issued in fiscal year 2018. The Series 2017 Bond shows as a note payable in the financial statements.

CITY OF PENSACOLA, FLORIDA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES
AS OF SEPTEMBER 30, 2023
(dollars in thousands)

<u>Governmental Unit</u>	<u>Debt Outstanding</u>	<u>Estimated Percentage Applicable</u>	<u>Estimated Share of Direct and Overlapping Debt</u>
Other Debt			
Escambia County			
Sales Tax Revenue Bonds/Notes	\$ 109,261	16.58%	\$ 18,115
Capital Improvement Bonds/Notes	30,473	16.58%	5,052
Escambia County School District			
State Board of Education Bonds	699	16.58%	116
Sales Tax Revenue Bonds	29,176	16.58%	4,837
Certificates of Participation	35,037	16.58%	5,809
Subtotal, overlapping debt			<u>33,930</u>
City Direct Debt			
City direct debt bond(s)/notes			85,148
City direct debt loans payable			<u>-</u>
Subtotal, direct debt			<u>85,148</u>
Total direct and overlapping debt			<u>\$ 119,078</u>

Source: Debt outstanding provided by Escambia County Clerks office.

Estimated percentages for Escambia County is obtained by dividing the city's population by the counties population.

Estimated percentages for Escambia County School Board is obtained by dividing the city's population by the counties population.

Notes: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Pensacola. This process recognizes that, when considering the city's ability to issue and repay long term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every tax payer is a resident - and therefore responsible for repaying the debt - of each overlapping government.

Escambia County School District Bonds includes \$7,862,173 of unamortized premiums.

Escambia County Sales Tax Revenue Bonds, Series 2017 and Capital Improvement Refunding Revenue Bonds, Series 2018 includes \$11,729,383 of unamortized premiums.

CITY OF PENSACOLA, FLORIDA
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS
(dollars in thousands)

Tax and Franchise Fee Bonds

Fiscal Year	Public Service Tax	Half Cent Sales Tax	Electric Franchise Fee	Debt Service		Coverage
				Principal	Interest	
2014	\$ 7,425	\$ 4,054	\$ 5,793	\$ -	\$ -	-
2015	7,773	4,192	6,110	-	-	-
2016	7,711	4,359	5,880	-	-	-
2017	7,874	4,479	5,688	-	-	-
2018	8,495	4,810	5,920	-	-	-
2019	8,500	5,062	5,761	-	-	-
2020	8,580	4,918	5,743	-	-	-
2021	8,766	6,001	5,848	-	-	-
2022	9,282	6,531	6,704	-	-	-
2023	9,766	6,436	7,109	-	-	-

Local Option Sales Tax Bonds

Local Option Sales Tax	Debt Service		Coverage
	Principal	Interest	
\$ 7,015	\$ 2,805	\$ 708	2.00
7,337	2,940	575	2.09
7,662	3,090	596	2.08
7,882	3,245	242	2.26
8,524	3,415	331	2.28
8,901	1,952	517	3.61
8,699	2,091	473	3.39
10,719	2,136	428	4.18
12,234	2,181	381	4.78
12,194	2,228	334	4.76

Community Redevelopment Bond(s)

Fiscal Year	Urban Core Tax Increment Revenues	Debt Service (g)		Coverage
		Principal	Interest	
2014	\$ 3,790	\$ 560	\$ 2,142	1.40
2015	4,075	580	2,112	1.51
2016	4,428	605	2,087	1.64
2017	4,794	1,045	2,064	1.54
2018	5,260	1,210	2,130	1.57
2019	5,898	1,255	2,899	1.42
2020	6,837	1,300	1,680	2.29
2021	7,509	1,631	2,140	1.99
2022	8,084	1,675	2,086	2.15
2023	9,101	1,722	2,032	2.42

Eastside Community Redevelopment Bond(s)

Eastside Tax Increment Revenues	Debt Service		Coverage
	Principal	Interest	
\$ -	\$ -	\$ -	-
-	-	-	-
-	-	-	-
104	-	-	-
120	62	27	1.35
159	48	41	1.79
208	50	40	2.31
238	51	38	2.67
295	53	36	3.31
377	55	35	4.19

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(continued)

**CITY OF PENSACOLA, FLORIDA
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS**
(dollars in thousands)

Westside Community Redevelopment Bond(s)					Local Option Gas Tax Revenue Bonds				
Fiscal Year	Westside Tax Increment Revenues	Debt Service		Coverage	Local Option Gasoline Tax	Debt Service		Coverage	
		Principal	Interest			Principal	Interest		
2014	\$ -	\$ -	\$ -	-	\$ 1,554	\$ -	\$ -	-	
2015	-	-	-	-	1,542	-	-	-	
2016	-	-	-	-	1,462	-	-	-	
2017	195	-	-	-	1,477	271	242	2.88	
2018	307	194	85	1.10	1,366	1,293	245	0.89	(h)
2019	432	150	129	1.55	1,364	1,316	221	0.89	(h)
2020	637	155	124	2.28	1,301	1,340	197	0.85	(h)
2021	814	160	119	2.92	1,432	1,365	172	0.93	(h)
2022	1,203	165	114	4.31	1,429	1,390	147	0.93	(h)
2023	1,603	171	108	5.75	1,477	1,415	121	0.96	(h)

Gas Revenue Bonds							
Fiscal Year		Utility Charges for Services	Less: Operating Expense (a)	Net Available Revenue	Debt Service		Coverage
					Principal	Interest	
2014	\$	49,488	\$ 33,176	\$ 16,312	\$ 1,955	\$ 358	7.05
2015		45,783	29,947	15,836	2,010	306	6.84
2016		43,642	30,450	13,192	2,075	240	5.70
2017		45,094	32,549	12,545	2,026	246	5.52
2018		50,240	33,788	16,452	2,525	386	5.65
2019		50,630	32,761	17,869	1,725	317	8.75
2020		46,951	30,186	16,765	1,759	282	8.21
2021		51,150	31,185	19,965	1,795	246	9.78
2022		70,088	53,631	16,457	1,832	214	8.04
2023		60,210	48,476	11,734	1,868	173	5.75

(continued)

**CITY OF PENSACOLA, FLORIDA
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS**
(dollars in thousands)

Airport Revenue Bonds

Fiscal Year	Airport Revenues	Expenses			Net Revenue	Debt Service		Coverage before Other Requirements	Other Requirements (b)	Coverage after Prepaid
		Total	Less Grant	Operating/ Maintenance (a)		Principal	Interest			
2014	\$ 16,793	\$ 11,491	\$ -	\$ 11,491	\$ 5,302	\$ 2,080	\$ 1,333	1.55	858	1.80
2015	18,796	11,090	221	10,869	7,927	2,145	1,277	2.32	1,246	2.68
2016	19,479	12,759	-	12,759	6,720	2,180	1,082	2.06	2,407	2.80
2017	19,111	12,847	101	12,746	6,365	2,275	986	1.95	3,479	3.02
2018	20,525	13,311	43	13,268	7,257	2,315	777	2.35	4,749	3.88
2019	22,984	15,078	62	15,016	7,968	2,831	723	2.24	4,749	3.58
2020	18,747	14,739	5,404 (j)	9,335	9,412	1,715	589	4.09	3,954	5.80
2021	19,548	13,287	4,183 (j)	9,104	10,444	1,768	542	4.52	3,684	6.12
2022	26,106	16,359	5,404 (j)	10,955	15,151	1,822	493	6.54	4,346	8.42
2023	27,500	19,165	9,580 (j)	9,585	17,915	1,874	443	7.73	9,694	11.92

Airport Revenue Note CFC

Airport Revenue Bonds PFC

Fiscal Year	Customer Facility Charge	Less: Operating Expense	Net Available Revenue	Debt Service		Coverage (e)	Passenger Facility Charge	Debt Service		Coverage (f)
				Principal	Interest			Principal	Interest	
2014	\$ 2,128	\$ 741	\$ 1,387	\$ -	\$ 109	12.72	3,025	\$ 485	\$ 1,652	1.42
2015	2,424	720	1,704	-	118	14.44	3,104	510	1,627	1.45
2016	2,415	640	1,775	-	94	18.88	3,127	535	1,600	1.46
2017	2,540	679	1,861	-	141	13.20	3,299	560	1,573	1.55
2018	2,730	711	2,019	-	228	8.86	3,876	590	1,543	1.82
2019	2,972	1,037	1,935	-	176	10.99	4,323	263	658	4.69
2020	2,003	1,767	236	-	114	2.07	2,859	804	917	1.66
2021	2,759	588	2,171	-	51	42.57	4,318	836	885	2.51
2022	2,828	167	2,661	-	12	221.75	4,865	868	852	2.83
2023	3,110	857	2,253	-	-	-	5,718	902	817	3.33

Source: City Finance Office

Notes: Details regarding the city's outstanding debt can be found in the notes to the financial statements. Interest consist of both variable and fixed rates.

(a) Operating expenses are net of depreciation expenses.

(b) The other requirements amount is comprised of the prior year's coverage plus non-obligated capital improvements and any excess operating funds.

(c) Excludes debt payments which were paid with bond proceeds.

(d) Excludes debt payments which were paid with sinking fund reserves.

(e) The coverage table is for illustrative purposes as required by GAAP. See CFC Bank of America Note.

(f) The coverage table is for illustrative purposes as required by GAAP. See PFC Rate Maintenance covenant in Resolution 17-08 for coverage requirements.

(g) Excludes debt payments which were paid with bond proceeds and federal subsidy payments.

(h) Local Option Gasoline Tax revenues along with funds available in the Local Option Gas Tax Debt Service Fund are sufficient to make annual debt service payments.

(j) Fiscal year 2020, 2021, 2022, and 2023 includes \$5 million, \$4 million and \$5 million, and \$9 million, respectively, in CARES Act grant funding which paid for Airport operations.

DEMOGRAPHIC AND ECONOMIC INFORMATION

**CITY OF PENSACOLA, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN CALANDER YEARS**

Calendar Year	Pensacola Population	Escambia County Population	Personal Income (in thousands)	Per Capita Personal Income	Median Age	School Enrollment	Unemployment Rate
2014	52,028	306,630	\$ 7,187,713	\$ 23,441	38	40,127	5.8%
2015	52,191	309,539	7,433,269	24,014	39	40,206	4.7%
2016	53,690	314,788	7,572,855	24,057	37	40,125	4.9%
2017	54,185	315,607	8,044,507	25,489	37	40,234	4.9%
2018	54,583	320,502	8,030,819	25,057	37	39,807	4.0%
2019	54,422	318,174	8,139,527	25,582	37	39,499	3.3%
2020	54,382	318,081	8,831,201	27,764	37	39,828	4.5%
2021	54,312	321,905	9,091,962	28,022	38	38,181	3.8%
2022	54,790	322,390	10,021,493	31,085	37	38,955	3.1%
2023	53,876	324,878	10,934,094	33,656	39	39,066	3.0%

Source: Population, personal income, median age and unemployment rate data provide by the Florida Legislature Office of Economic and Demographic Research, Florida Department of Economic Opportunity and U.S. Census. School enrollment data provided by Escambia County school system, public relations office.

Notes: All data is applicable to Escambia County except for Pensacola population.

**CITY OF PENSACOLA, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO**

	2023			2014		
	Employees	Rank	Percentage of Total MSA Employment	Employees	Rank	Percentage of Total MSA Employment
<u>Employer</u>						
Local Government	14,900	1	6.22%	13,857	1	7.33%
Navy Federal Credit Union	9,190	2	3.83%	----	----	----
State Government	7,000	3	2.92%	3,163	5	1.67%
Federal Government	6,900	4	2.88%	7,162	2	3.79%
Baptist Health Care	5,430	5	2.27%	5,253	3	2.78%
Sacred Heart Health System	4,860	6	2.03%	5,000	4	2.65%
University of West Florida	2,450	7	1.02%	----	----	----
Pensacola Christian College	1,580	8	0.66%	1,231	10	0.65%
Ascend Performace Materials	1,290	9	0.54%	1,400	7	0.74%
West Florida Healthcare	1,200	10	0.50%	1,300	9	0.69%
Lakeview Center	----	----	----	2,000	6	1.06%
Gulf Power Company	----	----	----	1,365	8	0.72%
Total	<u>54,800</u>		<u>22.86%</u>	<u>41,731</u>		<u>22.08%</u>

Source: Florida West and Florida Department of Economic Opportunity.

Notes: Principal employer information is only available on a calendar year basis and for the Pensacola Metropolitan Statistical Area. Actual numbers are not available, therefore estimates are presented.



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OPERATING INFORMATION

**CITY OF PENSACOLA, FLORIDA
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS**

	Fiscal Year									
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Governmental activities:										
General Government										
Permits issued	6,818	6,729	7,162	8,034	8,606	9,105	9,180	11,602	9,521	7,949
Building inspections conducted	13,682	14,021	13,661	15,067	18,642	18,666	17,147	18,913	23,585	24,328
Police										
Residential burglary responses	463	354	360	321	272	183	125	244	107	107
Commercial burglary responses	82	108	84	62	60	49	40	74	46	59
Emergency responses	83,375	82,201	84,804	94,293	93,800	87,706	79,621	86,296	77,825	82,721
Physical arrests	3,225	3,174	2,438	2,972	3,697	3,959	2,781	2,781	2,575	2,883
Traffic violations	8,199	6,826	6,795	7,996	7,315	8,391	8,523	5,713	6,996	6,287
Fire										
Emergency responses	5,846	6,446	6,323	7,166 (j)	7,571 (j)	7,874 (j)	5,743	5,435	7,359	7,608
Fires extinguished	187	221	197	255 (j)	210 (j)	252 (j)	276	238	255	268
Inspections	676	776	1,041	2,034 (j)	2,824 (j)	2,574 (j)	1,778	3,640	3,495	4,269
Transportation (a)										
Traffic signals maintained	363	333	449	328	354	291	178	176	315	288
Traffic warning signals maintained	41	29	32	34	31	25	34	36	30	18
Street lights maintained	199	221	209	294	207	233	183	175	215	175
Street name markers replaced	284	206	257	194	213	297	231	220	180	170
Traffic control signs replaced	748	740	978	1,037	996	1,007	971	1,230	250	280
Culture and recreation										
Parks and recreation										
Number of programs offered	324	298	425	452	459	477	375 (k)	252 (k)	238	311
City resident program participants	231,624 (f)	189,292	310,437 (i)	277,241	338,461	307,117	136,578 (k)	130,611 (k)	155,290	222,537
County resident program participants	65,248	45,272	113,682	99,795	76,913	61,456	58,511 (k)	39,438 (k)	53,024	63,565
Golf Course										
Rounds played	20,408 (e)	18,449	25,874	27,394	26,243	25,487	28,411	23,087	22,949	24,876
Tournaments held	56	62	74	78	79	79	62	42	65	75
Tournament participants	2,273	3,410	4,810	4,914	4,983	4,972	2,841	1,722	2,739	2,208
Libraries (c)										
Items circulated	-	-	-	-	-	-	-	-	-	-
Public computer use	-	-	-	-	-	-	-	-	-	-
Program Attendance	-	-	-	-	-	-	-	-	-	-
Information Transactions	-	-	-	-	-	-	-	-	-	-
City resident library card usage	-	-	-	-	-	-	-	-	-	-
County resident library card usage	-	-	-	-	-	-	-	-	-	-
Economic environment										
Homes repaired/rehabilitated	25	32	28	12	27	11	8	6	21	12
New homes constructed	4	4	3	2	2	-	-	-	-	-
First-time homebuyers assisted/Foreclosure Prevention	76	142 (g)	115	122	130	76	84	55	44	50
Families assisted (monthly)	2,247	2,375	2,376	2,417	2,285	2,165	2,167	2,078	1,950	1,857
Housing inspections conducted	4,553	4,793	4,108	3,912	3,532	3,618	3,027	3,301	3,323	3,642
Nutritional Meal Programs (monthly)	1,389	1,653	1,997	1,721	1,382	1,382	1,703	323	1,771	2,279
Physical environment (a)										
Miles of paved streets swept	22,754	22,825	22,907	21,619	23,743	22,381	23,329	23,329	23,329	24,339

(continued)

CITY OF PENSACOLA, FLORIDA
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

	Fiscal Year									
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Business-type Activities:										
Utility										
Average daily consumption in mmbtu's (b)	10,662	10,371	9,748	9,564	10,527	10,167	10,760	11,146	10,410	10,380
Maximum daily consumption in mmbtu's	38,569	32,629	28,093	28,803	39,593	27,795	28,206	28,363	30,049	30,757
In City customer connections	16,214	16,236	15,853	14,461	13,664	13,853	14,021	14,309	14,526	14,959
Outside City customer connections	41,686	41,741	40,788	37,329	35,350	35,821	36,237	36,954	39,687	37,467
Sanitation										
Customers	19,224	19,325	19,535	19,747	19,895	20,402	20,386	20,934	21,029	21,293
Refuse collected (tons)										
Garbage	15,113	14,512	15,395	15,455	15,685	16,510	17,218	18,979	19,691	23,759
Green Waste	12,691	13,001	14,769	13,211	13,281	12,523	13,282	10,706	10,643	12,807
Recycling (new in FY 2009)	3,782	4,805	4,745	4,605	4,141	4,282	3,874	2,936	2,614	598
Construction/Demolition (C&D)	1,429	1,579	2,202	2,213	1,568	1,739	2,185	2,190	1,914	1,205
Port										
Tonnage exported	98,468	56,696	30,506	54,641	36,269	10,517	597 (i)	4,566 (i)	3,199 (i)	2,777 (i)
Tonnage imported	86,814	161,073	170,503	177,294	78,445	81,893	104,420	173,876	397,902	421,757
Number of vessels in port	68	54	51	20	31	29	26	28	46	50
Airport										
Mainland carriers	3	2	2	3	5	5	5	7	7	7
Regional commuter services	7	7	9	10	10	10	9	10	9	9
Passengers enplaned	774,320	797,854	802,260	834,504	951,751	1,100,121	692,616 (k)	1,041,318	1,223,137	1,328,498
Passengers deplaned	768,662	796,204	802,482	834,393	950,920	1,100,445	689,515 (k)	1,036,102	1,217,526	1,322,805
Air freight enplaned in pounds	4,608,702	4,617,580	4,196,031	4,839,066	5,815,192	4,763,078	4,937,432 (k)	5,657,427	5,561,110	4,651,014
Mail enplaned in pounds	576	2,513	2 (h)	1,202	-	-	-	598	-	-
Total flights (private and commercial)	105,630	104,400	97,858	114,026	115,268	125,213	107,441 (k)	102,294	120,061	135,684

Sources: Various city departments.

Notes: No operating indicators are available for the human services function. For those indicators that are null, data is not available.

(a) Data provided is based on estimates.

(b) MMBTU stands for one million British Thermal Unit.

(c) The Santa Rosa Library was transferred to the County in FY07. The West Florida Library system was transferred to the County in FY14.

(d) In 2013, the Fire Dept had a temporary decrease in staff which resulted in fewer inspections.

(e) In 2014, the Golf Course was damaged due to a flood in April

(f) Two resource centers closed to due the flood and one resource center closed to the general public which was used as a shelter for 4 weeks following the flood.

(g) Beginning in FY 14, the City initiated a new program to prevent foreclosure.

(h) In 2016, commercial airlines have shifted from carrying mail to allow more space for passenger luggage which produces greater revenue.

(i) The increase in participants in the center programs was due to implementation of new programs.

(j) Fire operating Indicators were restated for years 2017 and 2018.

(k) In FY 20-21 the City's operations were reduced to due COVID-19 pandemic.

(l) One of Port's large tenants had a decrease in sales overseas.

CITY OF PENSACOLA, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

	Fiscal Year										
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
Governmental Activities:											
General Government											
Police											
Stations	1	1	1	1	1	1	1	1	1	1	
Patrol units	140	140	140	146	148	149	144	143	145	151	
Fire											
Stations	6	6	6	6	6	6	6	6	7	7	
Apparatus	31	31	31	31	31	31	32	32	31	31	
Transportation (a)											
Miles of street	332	332	332	325	325	325	326	326	326	326	
Traffic warning signals	60	60	64	66	66	65	64	66	67	67	
Traffic control signals	92	92	92	92	92	92	86	96	101	101	
Traffic control signs	10,581	10,543	10,519	10,536	10,557	10,621	10,959	10,959	10,985	11,005	
Culture and recreation											
Parks and recreation											
Parks	93	93	93	93	93	93	93	93	93	93	
Acreage	517	592	592	592	593	600	600	600	600	600	
Golf course											
Par	70	70	70	70	70	70	70	70	70	70	
Acreage	123	108	123	123	123	123	123	123	123	123	
Yardage	6,400	6,450	6,400	6,400	6,400	6,400	6,400	6,400	6,400	6,400	
Libraries (b)											
Number of libraries	-	-	-	-	-	-	-	-	-	-	
Number of volumes	-	-	-	-	-	-	-	-	-	-	
Economic environment (a)											
Street lights	7,794	7,798	7,891	7,887	7,906	8,124	9,103	9,508	9,695	9,695	
Street name markers	5,685	5,691	5,703	5,709	5,711	5,734	5,749	5,749	5,749	5,749	
Berths	3	3	3	3	3	3	3	3	3	3	
Physical environment											
Street Sweepers	7	7	7	7	7	7	7	7	8	7	

(continued)

CITY OF PENSACOLA, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

	Fiscal Year									
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Business-type activities:										
Utility										
Miles of gas mains	1,680	1,610	1,621	1,639	1,654	1,719	1,745	1,761	1,789	1,799
Sanitation										
Collection trucks - residential										
Garbage	11	11	11	11	10	10	9	8	8	15
Collection trucks - trash collection										
Container	2	2	2	2	2	2	2	2	6	6
Grapplers	9	9	9	9	9	10	11	13	10	13
Shuttle	2	2	2	2	2	2	2	2	2	2
Dump	1	1	-	-	-	-	-	-	-	-
Tractor	1	1	1	1	1	1	1	1	1	1
Shuttle trailers	8	8	8	8	8	8	8	2	2	2
Roll Off	-	-	-	-	-	-	-	-	1	1
Rear Loader	-	-	-	-	-	-	-	-	1	1
Collection trucks - residential										
Recycling	6	6	7	7	5	7	7	5	5	4
Transfer Station										
Tractors	-	-	-	-	-	-	-	-	7	8
Trailors	-	-	-	-	-	-	-	-	7	7
Port										
Warehouses	7	7	7	7	7	7	7	7	7	7
Berths	5	5	5	5	5	5	5	5	5	5
Airport										
Runway 17-35 length and width in square feet	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150
Runway 8-26 length and width in square feet	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150
Terminal building in square feet	181,808	181,808	181,808	181,808	181,808	181,808	181,808	181,808	181,808	181,808

Sources: Various city departments.

Notes: No capital asset indicators are available for the economic environment and human services function. For those indicators that are null, data is not available.

(a) Data provided is based on estimates.

(b) The Santa Rosa Library was transferred to the County in FY07. The West Florida Library system was transferred to the County in FY14.

CITY OF PENSACOLA, FLORIDA
FULL-TIME-EQUIVALENT CITY GOVERNMENT POSITIONS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

Function/Program	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Governmental activities:										
General Government										
Mayor	10	9	8	8	8	8	11	11	11	12
City Clerk	3	4	3	3	2	2	3	3	3	3
City Council	2	2	4	5	5	5	5	5	5	5
Development Services (e)	0	0	0	0	0	0	0	0	0	6
Legal	4	4	3	3	4	4	6	6	7	7
Human Resources	7	7	7	10	10	10	11	13	13	14
Financial Services	27	27	27	25	25	25	24	24	24	24
Planning Services	6	6	7	8	7	8	8	8	7	5
Garage	17	17	17	17	17	17	17	18	18	18
Technology Resources	14	14	15	14	14	14	14	17	20	20
CRA	0	0	0	2	2	2	2	3	4	4
Parking Management (d)	0	0	0	0	0	0	0	0	7 (d)	7
Public Safety										
Police	203	203	204	204	204	204	205	206	206	210
Fire	114	114	115	116	123 (c)	123	123	125	125	126
Inspection Services	10	11	12	12	12	12	12	12	12	15
Transportation										
Public Works	24 (b)	24	23	23	23	23	23	23	23	25
Culture and Recreation										
Neighborhood Services (a)	48 (b)	48	47	48	48	48	50	57	62	63
Golf Course	4	4	3	3	3	3	3	3	3	3
Economic Environment										
Housing	22	20	20	20	20	20	19	23	24	24
Physical Environment										
Stormwater utility	26	26	27	27	27	27	27	27	30	30
Engineering	8	8	8	8	8	8	8	9	10	11
Business-type activities:										
Utility	117	117	117	117	115	114	114	122	124	128
Sanitation	43	43	43	43	43	43	43	49	51	50
Port	9	9	9	9	8	8	8	9	9	10
Airport	53	53	51	51	53	53	56	57	58	64
	<u>771</u>	<u>770</u>	<u>770</u>	<u>776</u>	<u>781</u>	<u>781</u>	<u>792</u>	<u>830</u>	<u>856</u>	<u>884</u>

Source: City Budget Office

Notes: (a) Number of employees represent full time budgeted positions. Parks and recreation has part-time temporary employees to help facilitate programs during the summer.

(b) As part of reorganization, public works employees moved to park works.

(c) Six fire cadets were added with the revitalization of the Fire Cadet Program.

(d) Parking Management Division moved from the Mayor's Office to become Parking Management Department.

(e) Development Services Department created in FY 2023.

OTHER AUDIT REPORTS SECTION



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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable Mayor and
Members of the City Council
City of Pensacola, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Pensacola, Florida ("the City"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 5, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements.

However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Warren Averett, LLC

Pensacola, Florida

March 5, 2024

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR
EACH MAJOR FEDERAL PROGRAM, STATE PROJECT AND PASSENGER FACILITY
CHARGE PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE, CHAPTER 10.550, RULES OF THE AUDITOR
GENERAL AND THE PFC AUDIT GUIDE FOR PUBLIC AGENCIES**

Honorable Mayor and
Members of the City Council
City of Pensacola, Florida

**Report on Compliance for Each Major Federal Program, State Project, and Passenger Facility
Charge Program**

Opinion on Each Major Federal Program, State Project, and Passenger Facility Charge Program

We have audited the City of Pensacola, Florida's (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement*, the requirements described in the Department of Financial Services' *State Projects Compliance Supplement*, and the compliance requirements described in the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration, that could have a direct and material effect on each of the City's major federal programs, state projects and its passenger facility charges program for the year ended September 30, 2023. The City's major federal program and state financial assistance projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, City of Pensacola, Florida complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs, state projects, and passenger facility charges program for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program, State Project, and Passenger Facility Charge Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); the compliance requirements described in the *Passenger Facility Charge Audit Guide for Public Agencies*, and Chapter 10.550, *Rules of the Auditor General*. Our responsibilities under those standards, the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program and state project. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with federal and state statutes, regulations, and the terms and conditions of its federal and state awards applicable to its federal programs, state projects, and passenger facility charges.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); Chapter 10.550, *Rules of the Auditor General*, and the *Passenger Facility Charge Audit Guide for Public Agencies*, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program and state project as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, Chapter 10.550, *Rules of the Auditor General*, and *Passenger Facility Charge Audit Guide for Public Agencies* we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and the Florida Department of Financial Services *State Projects Compliance Supplement*, and the *Passenger Facility Charge Audit Guide for Public Agencies* but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, and *Passenger Facility Charge Audit Guide for Public Agencies*. Accordingly, this report is not suitable for any other purpose. Accordingly, this report is not suitable for any other purpose.



Pensacola, Florida
March 5, 2024

**INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF
COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550,
RULES OF THE AUDITOR GENERAL**

Honorable Mayor and
Members of the City Council
City of Pensacola, Florida

We have examined the City of Pensacola, Florida's (hereinafter referred to as the "the City") compliance with the following requirement for the year ended September 30, 2023:

(1) Florida Statute 218.415 in regards to investments.

Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City has complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

This report is intended solely for the information and use of the City and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.



Pensacola, Florida
March 5, 2024

**CITY OF PENSACOLA, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

SECTION I - SUMMARY OF AUDITOR RESULTS

FINANCIAL STATEMENTS

Type of auditors' report issued:	Unmodified Opinion
Internal control over financial reporting:	
Material weakness(es) identified?	_____ Yes ☒ No
Significant deficiency (ies) identified?	_____ Yes ☒ None reported
Noncompliance material to financial statements noted?	_____ Yes ☒ No

FEDERAL PROGRAM AND STATE FINANCIAL ASSISTANCE PROJECTS

Internal control over major federal programs and state projects:	
Material weakness(es) identified?	_____ Yes ☒ No
Significant deficiency(ies) identified?	_____ Yes ☒ None reported
Type of auditors' report issued on compliance for major federal programs and state projects:	Unmodified Opinion
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance 2 CFR 200.516(a) or Chapter 10.550, <i>Rules of the Auditor General</i> ?	_____ Yes ☒ No

IDENTIFICATION OF MAJOR PROGRAM

Federal Program:

Federal Assistance Listing Number 20.106 – U.S. Department of Transportation – Airport Improvement Program

Federal Assistance Listing Number 21.027 – U.S. Department of Treasury – American Rescue Plan: Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between type A and type B programs:	\$ 1,497,680
Auditee qualified as low-risk auditee?	☒ Yes _____ No

**CITY OF PENSACOLA, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

SECTION I - SUMMARY OF AUDITOR RESULTS – (CONTINUED)

IDENTIFICATION OF MAJOR STATE FINANCIAL ASSISTANCE PROJECTS

State Projects:

CSFA No. 55.004 Aviation Grant Programs

Dollar threshold used to distinguish
between type A and type B programs: \$ 561,035

SECTION II - FINANCIAL STATEMENT FINDINGS

There are no findings which were required to be reported in accordance with government auditing standards generally accepted in the United States of America.

SECTION III – MAJOR FEDERAL PROGRAM AND STATE PROJECT FINDINGS AND QUESTIONED COSTS

There are no audit findings required to be reported in accordance with the Uniform Guidance or Chapter 10.550, *Rules of the Auditor General*.

**CITY OF PENSACOLA, FLORIDA
SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

There were no prior year audit findings.

CITY OF PENSACOLA, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS,
PASSENGER FACILITY CHARGE AND STATE FINANCIAL ASSISTANCE
FOR THE PERIOD ENDING SEPTEMBER 30, 2023

Federal/State Agency, Pass-Through Entity, Federal Program/State Project	Assistance Listing Number	Contract Grant Number	Pass-Through Entity Identifying Number	Passed Through to Sub recipients	Total Expenditures	Passenger Facility Charge Revenue
FEDERAL AWARDS						
U.S. DEPARTMENT OF TREASURY						
COVID-19 American Rescue Plan: Coronavirus State and Local Fiscal Recovery Funds	21.027	NA		642,923	2,873,525	
<i>Passed through Florida Department of Environmental Protection</i> COVID-19 American Rescue Plan: Coronavirus State and Local Fiscal Recovery Funds	21.027	22FRP82			45,775	
Total U.S. Department of Treasury				642,923	2,919,300	
U.S. DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY						
Brownfields Assessment and Cleanup Cooperative Agreement	66.818	02D28822			69,870	
Total U.S. Department of Environmental Agency					69,870	
U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT						
<i>CDBG-Entitlement Grants Cluster:</i>						
COVID-19 Community Development Block Grant (CARES)	14.218	B-20-MW-12-0016		-	525,678	
Community Development Block Grant	14.218	B-22-MC-12-0016		-	140,943	
Housing Rehabilitation	14.218	B-17/20-22-MC-12-0016		-	344,738	
Aid to Private Agencies	14.218	B-21/22-MC-12-0016		90,000	133,376	
Total CDBG-Entitlement Grants Cluster				90,000	1,144,735	
<i>Passed through Escambia County Florida:</i> HOME Investment Partnerships Program	14.239	M20/21-DC-12-0225		-	133,097	
<i>Housing Voucher Cluster:</i> Section 8 Housing Choice Vouchers Program	14.871	FL092VO0274-0288		-	18,063,260	
Emergency Housing Vouchers	14.871	FL092EH001-0004			402,819	
Total Housing Voucher Cluster				-	18,466,079	
Total U. S. Department of Housing and Urban Development				90,000	19,743,911	
U. S. DEPARTMENT OF JUSTICE						
Bulletproof Vest Partnership Program	16.607	2022BUBX22029600			11,543	
Bulletproof Vest Partnership Program	16.607	2020BUBX20022770		-	11	
Bulletproof Vest Partnership Program	16.607	2021BUBX21024725		-	3,311	
				-	14,865	
Law Enforcement Trust Fund	16.922	N/A		-	116,598	
Edward Byrne Memorial Justice Assistance Program	16.738	0-BJA-2022-171368			29,600	
Total U. S. Department of Justice				-	161,063	
U.S. DEPARTMENT OF COMMERCE						
<i>Economic Development Cluster:</i> Economic Adjustment Program	11.307	47907378			35,000	
Total Economic Development Cluster					35,000	
Total U.S. Department of Commerce					35,000	
U. S. DEPARTMENT OF TRANSPORTATION						
Airport Improvement Program	20.106	N/A		-	11,152,748	
COVID-19 Airport Improvement Program (Cares Act)	20.106	N/A		-	10,301,842	
					21,454,590	
<i>National Priority Safety Program Cluster:</i> <i>Passed through State of Florida, Florida Department of Transportation:</i> National Priority Safety Program	20.616	M5HVE-2023-00205		-	27,475	
Total National Priority Safety Program Cluster				-	27,475	
Total U. S. Department of Transportation				-	21,482,065	
U.S. DEPARTMENT OF HOMELAND SECURITY						
<i>Passed through State of Florida, Florida Division of Emergency Management:</i> Disaster Grants - Public Assistance - Federal 75%	97.036	Z2566		-	5,397,820	
Port Security Grant Program	97.056	EMW-2023-PU-00455-S01		-	34,722	
<i>Passed through Florida Division of Emergency Management</i> Emergency Management Performance Grant	97.042	N/A			4,925	
Total U.S. Department of Homeland Security				-	5,437,467	
U. S. DEPARTMENT OF COMMERCE - NOAA						
<i>Passed through Florida Department of Environmental Protection</i> Coastal Zone Management Administration Awards	11.419	CZ521			55,000	
Total U. S. Department of Commerce					55,000	

CITY OF PENSACOLA, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS,
PASSENGER FACILITY CHARGE AND STATE FINANCIAL ASSISTANCE
FOR THE PERIOD ENDING SEPTEMBER 30, 2023

<u>Federal/State Agency, Pass-Through Entity, Federal Program/State Project</u> <u>FEDERAL AWARDS CONTINUED</u>	<u>Assistance Listing Number</u>	<u>Contract Grant Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Passed Through to Sub recipients</u>	<u>Total Expenditures</u>	<u>Passenger Facility Charge Revenue</u>
<u>EXECUTIVE OFFICE OF THE PRESIDENT</u>						
High Intensity Drug Trafficking Areas Program	95.001	G21GC007A		-	18,991	
Total Executive Office of the President				-	18,991	
				\$ 732,923	\$ 49,922,667	
TOTAL EXPENDITURES OF FEDERAL AWARDS						
PASSENGER FACILITY CHARGE					\$ 1,701,383	\$ 5,717,233
<u>STATE FINANCIAL ASSISTANCE</u>						
<u>FLORIDA DEPARTMENT OF FINANCIAL SERVICES</u>						
Fire Decontamination Equipment Grant Program	43.013	N/A		\$ -	\$ 18,346	
Total Florida Department of Financial Services				-	18,346	
<u>FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION</u>						
Deepwater Horizon Oil Spill	77.048	FWC21129		-	651,890	
Deepwater Horizon Oil Spill	77.048	FWC21130			3,425	
Total Florida Fish and Wildlife Conservation Commission				-	655,315	
<u>FLORIDA HOUSING FINANCE CORPORATION</u>						
<i>Passed through Escambia County Florida:</i> SHIP Program	40.901	SHIP 2022		-	48,104	
Total Florida Housing Finance Corporation				-	48,104	
<u>FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION</u>						
Bayou Chico Stormwater Runoff Mitigation Study	37.039	LPA210			154	
Total Florida Department of Environmental Protection				-	154	
<u>FLORIDA DEPARTMENT OF TRANSPORTATION</u>						
Aviation Grant Programs	55.004	G0Z27		-	1,093,066	
Highway Beautification Grants	55.003	G2533			800	
Seaport Grant Programs	55.005	44102729401			10,942	
Seaport Grant Programs	55.005	42235439403			14,992	
Seaport Grant Programs	55.005	44554919401			38	
Seaport Grant Programs	55.005	44554819401		-	28,359	
				-	54,331	
Total Florida Department of Transportation				-	1,148,197	
				\$ -	\$ 1,870,116	
TOTAL EXPENDITURES OF STATE FINANCIAL ASSISTANCE						

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

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

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

The City has a loan program for low income housing renovations funded through the Community Development Block Grants and a loan program for home reconstruction funded through the HOME Investment Partnerships Program Grants. Under these programs, repayments to the City are considered program revenues (income) and loans of such funds to eligible recipients are considered expenditures. The amount of loan funds disbursed to program participants for the year was \$107,620.00 and \$27,400.00, respectively, and is presented in this schedule. The amount of principal and interest received in loan repayments for the year was \$66,478.25 and \$49,359 respectively. The balance of the loans outstanding as of fiscal year end consist of:

Community Development Block Grants CFDA number 14.218 \$875,324
HOME Investment Partnerships Program Grants CFDA number 114.239 \$637,440

- 1 Includes debt service of \$1,701,383
- 2 Includes interest earnings of \$459,542

MANAGEMENT LETTER

Honorable Mayor and
Members of the City Council
City of Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Pensacola, Florida (hereinafter referred to as the "City"), as of and for the year ended September 30, 2023, and have issued our report thereon dated March 5, 2024.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); Chapter 10.550, *Rules of the Florida Auditor General*; and *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program, State Project, and Passenger Facility Charge Program and on Internal Control over Compliance Required by the Uniform Guidance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated March, 5, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No findings were reported in the prior year.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c, *Rules of the Auditor General*, requires that we determine whether or not a special district that is a component unit of the City provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the City in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that all special district component units provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, the Downtown Improvement Board (the Board) , a dependent special district of the City, reported:

- a. The total number of Board employees compensated in the last pay period of the district's fiscal year as two.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the Board's fiscal year as zero.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as \$121,013.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$0.
- e. Each construction project with a total cost of at least \$65,000 approved by the Board that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as – No planned projects.
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the Board amends a final adopted budget under Section 189.016(6), Florida Statutes. There were no budget amendments approved in the fiscal year.

The specific information reported in the previous paragraph has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Additional Matters

Section 10.554 (1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
March 5, 2024

CITY OF PENSACOLA, FLORIDA
FINANCIAL DATA SCHEDULE
SECTION 8 HOUSING CHOICE VOUCHERS PROGRAM
ASSISTANCE LISTINGS NUMBER 14.871
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Line Item #	Account Description	HCV Program 14.871	HCV CARES Act Funding 14.HCC	EHV Program 14.EHV	Total
Assets:					
Current Assets:					
Cash:					
111	Unrestricted	\$ 2,126,521		12,912	2,139,433
113	Other restricted	22,179		16,953	39,132
115	Restricted for payment of current liabilities	105,837		149	105,986
100	Total cash	<u>2,254,537</u>	<u>0</u>	<u>30,014</u>	<u>2,284,551</u>
Receivables:					
128	Fraud recovery	1,662,708			1,662,708
128.1	Allowance for doubtful accounts - Fraud	(1,295,212)			(1,295,212)
120	Total receivables	<u>367,496</u>	<u>0</u>	<u>0</u>	<u>367,496</u>
142	Prepaid expenses and other assets	1,032			1,032
150	Total current assets	<u>2,623,065</u>	<u>0</u>	<u>30,014</u>	<u>2,653,079</u>
290	Total assets	<u>\$ 2,623,065</u>	<u>0</u>	<u>30,014</u>	<u>2,653,079</u>
Liabilities:					
Current liabilities:					
312	Accounts payable <= 90 days	\$ 6,204			6,204
322	Accrued compensated absences - current portion	6,288			6,288
331	Accounts payable - HUD PHA Programs	1,111		149	1,260
333	Accounts payable - other government	92,234			92,234
342	Deferred revenue	367,496		346	367,842
310	Total current liabilities	<u>473,333</u>	<u>0</u>	<u>495</u>	<u>473,828</u>
300	Total liabilities	<u>473,333</u>	<u>0</u>	<u>495</u>	<u>473,828</u>
Equity:					
508.3	Nonspendable Fund Balance	1,032	0	0	1,032
509.3	Restricted Fund Balance	22,179	0	16,607	38,786
512.3	Unassigned fund balance	2,126,521	0	12,912	2,139,433
513	Total equity/net assets	<u>2,149,732</u>	<u>0</u>	<u>29,519</u>	<u>2,179,251</u>
600	Total liabilities and equity/net assets	<u>\$ 2,623,065</u>	<u>0</u>	<u>30,014</u>	<u>2,653,079</u>

CITY OF PENSACOLA, FLORIDA
FINANCIAL DATA SCHEDULE
SECTION 8 HOUSING CHOICE VOUCHERS PROGRAM
ASSISTANCE LISTINGS NUMBER 14.871
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Line Item #	Account Description	HCV Program 14.871	HCV CARES Act Funding 14.HCC	EHV Program 14.EHV	Total
Revenues					
Other revenue:					
70600	HUD PHA Operating Grants	\$ 17,337,301	39,656	386,096	17,763,053
71100	Investment Income - unrestricted	30,304	118	311	30,733
71400	Fraud Recovery	10,917			10,917
71500	Other revenue	100			100
70000	Total revenues	<u>17,378,622</u>	<u>39,774</u>	<u>386,407</u>	<u>17,804,803</u>
Expenses					
91100	Administrative salaries	861,384	7,864	23,726	892,974
91200	Auditing fees	35,000			35,000
91500	Employee benefit contributions - administrative	494,332	1,979	8,997	505,308
91810	Allocated Overhead	85,000			85,000
91900	Other operating - administrative	2,880			2,880
92400	Tenant services - other			42,873	42,873
93100	Water	467			467
93200	Electricity	9,545			9,545
93300	Gas	322			322
93600	Sewer	437			437
93800	Other utilities expense	677			677
94200	Maintenance and operations - materials and other	273,936			273,936
94300	Maintenance and operations - contracts	93,693			93,693
96110	Property insurance	11,182			11,182
96200	Other general expenses	485			485
96210	Compensated absences	(56,532)			(56,532)
96900	Total operating expenses	<u>1,812,808</u>	<u>9,843</u>	<u>75,596</u>	<u>1,898,247</u>
97000	Excess operating revenue over operating expenses	<u>15,565,814</u>	<u>29,931</u>	<u>310,811</u>	<u>15,906,556</u>
Other expenses:					
97300	Housing Assistance Payments	16,204,099	29,931	327,223	16,561,253
97600	Capital outlays - governmental funds	6,578			6,578
90000	Total expenses	<u>18,023,485</u>	<u>39,774</u>	<u>402,819</u>	<u>18,466,078</u>
10000	Excess (deficiency) of total revenue over (under) total expenses	<u>\$ (644,863)</u>	<u>(0)</u>	<u>(16,412)</u>	<u>(661,275)</u>
11030	Beginning Equity	\$ 2,794,595	0	45,931	2,840,526
11170	Administrative Fee Equity	\$ 2,127,553	(0)	12,912	2,140,465
11180	Housing Assistance Payments Equity	\$ 22,179	0	16,607	38,786
11190	Unit Months Available	27,612	0	420	27,612
11210	Number of Unit Months Leased	22,081	0	367	22,081



City of Pensacola

AUDIT RESULTS
FOR THE YEAR ENDED SEPTEMBER 30, 2023



- 
- This Year's Audit Results
 - Other Audit Matters
 - Major Estimates and Judgments

This Year's Audit Results

Matter	Conclusion
Opinions on Financial Statements	▪ Fairly stated in all material respects. ▪ Considered a “clean” or “unmodified” report. ▪ Issued on March 5, 2024
Reporting on Required Supplementary Information	▪ We have applied certain limited procedures which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide assurance on this information. ▪ MDA ▪ Pension Funds – Schedule of Changes in Net Pension Liability and Related Ratios, Proportionate Share of the Net Pension Liability, Employer Contributions and Investment Returns ▪ Schedule of Changes in Total OPEB Liability and Related Ratios

This Year's Audit Results

Matter	Conclusion
Reporting on Supplementary Information	▪ Introductory & Statistical Section - was not subjected to auditing procedures applied in the audit of the basic financial statements, thus we express no opinion on it. ▪ The following information was subjected to the procedures applied in the audit of the basic financial statements and is fairly stated in all material respects in relation to the City's financial statements. ▪ Combining and Individual Nonmajor fund financial statements and schedules ▪ Financial Data Schedule ▪ Schedule of Expenditures of Federal Awards, Passenger Facility Charges and State Financial Assistance

This Year's Audit Results

Matter	Conclusion
Reporting under Government Auditing Standards	▪ No instances of noncompliance or other matters identified and reported . ▪ No material weaknesses were identified
Reporting on an Examination of Compliance Requirements in Accordance with Ch. 10.550, <i>Rules of the Auditor General</i>	▪ City complied, in all material respects, with (1) Florida Statute 218.415 in regards to investments.

This Year's Audit Results

Matter	Conclusion
Report on Compliance for Each Major Federal Program, State Project and Passenger Facility Charge Program and Internal Control	▪ We believe the City complied in all material respects with compliance requirements that could have a direct and material effect on each of its federal programs, state projects and the passenger facility charges program ▪ No material weaknesses in internal control identified and reported related to each major federal program, state project and the passenger facility charges program.
▪ Federal Programs: • Federal Assistance Listing Number 20.106 – U.S. Department of Transportation – Airport Improvement Program • Federal Assistance Listing Number 21.027 – U.S. Department of Treasury – American Rescue Plan: Coronavirus State and Local Fiscal Recovery Funds ▪ State Projects: - CSFA No. 55.004 Aviation Grant Programs	

This Year's Audit Results

Matter	Conclusion
Adjustments detected by the audit process	▪ None.
Other matters	▪ No instances of fraud or illegal acts were noted. ▪ No material uncertainties were noted. ▪ No significant changes to our planned scope or approach were required during year end fieldwork.
Financial statement disclosures	▪ The disclosures are neutral, consistent and clear.
Disagreements with management	▪ None.
Management consultations with other accountants	▪ Management has informed us that they have not consulted with other accountants.
Difficulties encountered performing the audit	▪ None.
Management representations	▪ Management has provided us with certain representations that are included in the management representation letter.

Other Audit Matters

Changes in Accounting Policies

As discussed in the financial statements, in 2023 the City adopted new accounting guidance, GASB Statement No. 96, SBITAs. Our opinion is not modified with respect to this matter.

Significant or Unusual Transactions

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements.

Major Estimates and Judgments

Certain aspects of accounting are more qualitative and require more judgment and estimation by management. The following items represent the more significant qualitative areas:

- Reserve for doubtful accounts receivable
- Reserve for doubtful loans receivable
- Decisions over what to capitalize, useful lives of depreciable assets and losses on such assets not yet realized
- Measurement of the actuarial obligations for the pension plans, other post-employment benefit plans and self-insurance plan

We have assessed these areas in considering the overall fairness and completeness of the financial statements taken as a whole.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-293

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

APPOINTMENTS - PARKS AND RECREATION BOARD

RECOMMENDATION:

That City Council appoint three (3) individuals to the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2027.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Parks and Recreation Board shall advise and make recommendations to the City Council and shall advise the Mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.

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

Nominee:

Nominated by:

Michael Blankenship
Bradley Boes
Suzanne Lewis
Rand Hicks
Kirwan Price

Broughton
Reeves
Reeves
Moore, Incumbent
Moore

PRIOR ACTION:

City Council makes appointments to this board annually.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Michael Blankenship - Application of Interest
2. Michael Blankenship - Nomination Form
3. Bradley Boes - Application of Interest
4. Bradley Boes - Nomination Form
5. Rand Hicks - Application of Interest
6. Rand Hicks - Nomination Form
7. Suzanne Lewis - Application of Interest
8. Suzanne Lewis - Nomination Form
9. Kirwan Price - Application of Interest
10. Kirwan Price - NominationForm
11. Ballot

PRESENTATION: No

Robyn Tice

From: noreply@civicplus.com
Sent: Thursday, November 9, 2023 3:15 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name	Michael Blankenship
------	---------------------

Home Address	1106 E Texar Dr
--------------	-----------------

Business Address	1106 E Texar Dr
------------------	-----------------

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

Preferred Contact Phone Number(s)	8503414939
-----------------------------------	------------

Email Address	Mblankenship02@gmail.com
---------------	--

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

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	5
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks and Recreation
Please list the reasons for your interest in this position:	I have been a youth mentor, tutor and sports coach for 29 yrs and would like to continue helping keep the youth of our city active.
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	Male
Race	African-American
Physically Disabled	Yes

(Section Break)

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

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CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Teniyade Broughton, do nominate Michael Blakenhip
(Nominee)

1106 E. Texar Dr. 850-341-4939
(Home Address) (Phone)

1106 E. Texar Dr. _____
(Business Address) (Phone)

Mblakenhip02@gmail.com City Resident: ☒ YES NO
(Email Address) Property Owner within the City: ☒ YES NO

for appointment by the City Council for the position of:

**MEMBER
PARKS & RECREATION BOARD
(Three-year term expiring March 31, 2027)**

Provide a brief description of nominee's qualifications:

Jan. D.
City Council Member or Mayor

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

Robyn Tice

From: noreply@civicplus.com
Sent: Monday, March 11, 2024 11:20 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

(Section Break)

Personal Information

Name	Bradley Boes
Home Address	4201 Lynn Ora Drive Pensacola Florida 32504
Business Address	4201 Lynn Ora Drive Pensacola Florida 32504
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8502552240
Email Address	brad.boes@gmail.com
Upload Resume (optional)	Field not completed.

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	1
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Recreation Board
Please list the reasons for your interest in this position:	To be an advocate for the city and recreation department.
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	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

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

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, D.C. Reeves, do nominate Bradley Boes
(Nominee)

4201 Lynn Ora Dr. 850.255.2240
(Home Address) (Phone)

(Business Address) (Phone)

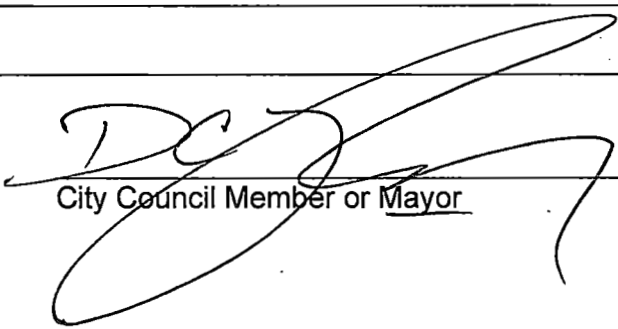
brad.boes@gmail.com City Resident: ☒ YES NO
(Email Address) Property Owner within the City: ☒ YES NO

for appointment by the City Council for the position of:

**MEMBER
PARKS & RECREATION BOARD
(Three-year term expiring March 31, 2027)**

Provide a brief description of nominee's qualifications:

Bradley and the entire Boes family has been involved in youth sports programs in Pensacola from decades as both participants and as coaches. I believe Bradley's experience in this area will be beneficial to the Parks & Rec Board, particularly as we prepared to undertake and Parks & Recreation Master Plan, a component of which will examine the quality and content of our youth sports programming.



City Council Member or Mayor

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 for
Ericka L. Burnett, City Clerk

Robyn Tice

From: noreply@civicplus.com
Sent: Monday, March 11, 2024 4:24 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	Rand Hicks
Home Address	221 Clematis Street Pensacola, FL 32503
Business Address	<i>Field not completed.</i>
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8502931859
Email Address	randhicks@me.com
Upload Resume (optional)	<i>Field not completed.</i>

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	2
If yes, how long have you been a City resident?	69 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks & Recreation
Please list the reasons for your interest in this position:	To continue serving the largest interests of the City of Pensacola as our board strives to promote unity, equity, and a joyful community in alliance with the Council and Administration.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Parks & Recreation
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.](#)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Ired Moore, do nominate Rand Hicks
(Nominee)
221 Clematis St. 32503 (850) 293-1859
(Home Address) (Phone)

(Business Address) (Phone)

(Email Address) City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER
PARKS & RECREATION BOARD
(Three-year term expiring March 31, 2027)**

Provide a brief description of nominee's qualifications:

Institutional knowledge, familiarity w/ all things
P&R, and flawless attendance.

Ired Moore
City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.

Reem M. Gier for
Ericka L. Burnett, City Clerk

Robyn Tice

From: noreply@civicplus.com
Sent: Friday, March 8, 2024 10:54 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

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

(Section Break)

Personal Information

Name	Suzanne Lewis
Home Address	2020 E. Bobe St. Pensacola, FL 32503
Business Address	Field not completed.
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850.377.2342
Email Address	slewis7431@gmail.com
Upload Resume (optional)	Suzanne Lewis Bio.pdf

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	<i>Field not completed.</i>
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks & Recreation Board
Please list the reasons for your interest in this position:	I am an advocate for parks, green spaces and public lands. Having retired from a 32-year career with the National Park Service, I believe I would bring a unique perspective and valuable skill set to the Parks & Recreation Board that could be leveraged for the benefit of the City, its residents and its visitors.
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.

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CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, D.C. Reeves, do nominate Suzanne Lewis
(Nominee)

2020 E. Bobe St., Pensacola, FL 32503 850.377.2342
(Home Address) (Phone)

(Business Address) (Phone)

slewis7431@gmail.com City Resident: ☒ YES NO
(Email Address) Property Owner within the City: ☒ YES NO

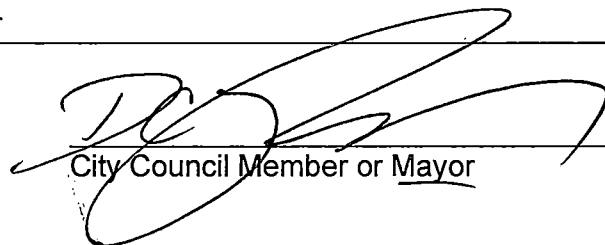
for appointment by the City Council for the position of:

**MEMBER
PARKS & RECREATION BOARD
(Three-year term expiring March 31, 2027)**

Provide a brief description of nominee's qualifications:

A UWF graduate, Suzanne retired following a 32-year career with the National Park Service, having served as Superintendent of both Yellowstone and Glacier National Parks, among others. Her wealth of knowledge and experience as outlined in her attached biography would be a tremendous benefit to the Parks & Recreation Board, particularly as we ~~continue to improve the maintenance and appears of our City parks and embark upon long-needed parks and recreation facilities needs assessment and parks mater plan processes.~~

~~We are incredibly fortunate to have someone with Suzanne's expertise who is willing to serve her community in this way, and I believe she would be an excellent addition this board.~~



City Council Member or Mayor

I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.

Rebecca M. Yice for
Ericka L. Burnett, City Clerk

Robyn Tice

From: noreply@civicplus.com
Sent: Monday, March 11, 2024 3:42 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	Kirwan B Price
Home Address	3187 Hyde Park Place
Business Address	Field not completed.
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8502072231
Email Address	kirwanprice@bellsouth.net
Upload Resume (optional)	Field not completed.

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks and Recreation
Please list the reasons for your interest in this position:	I would like to help the City Council enhance the quality of life for residents by providing safe, enjoyable recreational opportunities, as well as preserving and protecting our parks.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Zoning Board of Adjustment
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.](#)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Kirwan Price
(Nominee)
3187 Hyde Park Pl 32503 (850) 207-2231
(Home Address) (Phone)

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

for appointment by the City Council for the position of:

**MEMBER
PARKS & RECREATION BOARD
(Three-year term expiring March 31, 2027)**

Provide a brief description of nominee's qualifications:

Physically active member of the community with a
heart for service. Knowledgeable on healthy lifestyles.
Very Strong verbal communicator.

Jared Moore
City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ballot – **Parks and Recreation Board**
March 21, 2024
Three-year term ending March 31, 2027

Member

- _____ Michael Blankenship
- _____ Bradley Boes
- _____ Rand Hicks
- _____ Suzanne Lewis
- _____ Kirwan Price
- _____ _____

Vote for Three

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-231

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

QUASI-JUDICIAL HEARING - REQUEST FOR A CONDITIONAL USE PERMIT –
COMMUNICATIONS TOWER – 2650 CREIGHTON ROAD

RECOMMENDATION:

That City Council conduct a Quasi-Judicial Hearing on March 21, 2024, to consider the request for a Conditional Use Permit to install a communications tower at 2650 Creighton Road.

HEARING REQUIRED: Quasi-Judicial Hearing Required

SUMMARY:

SBA Communications, along with its service provider, Verizon Wireless, has requested a Conditional Use Permit for a Communication Tower at 2650 Creighton Road (Walmart Supercenter site). This property is currently zoned Commercial (C-1), which permits this use by the granting of a Conditional Use Permit. The proposed tower will be a 90-foot-tall monopole with a 5-foot-tall lighting rod, for a total height of 95 feet. Section 12-3-108 of the Land Development Code addresses this use with specific site plan requirements which have been included in this packet for review.

On February 13, 2024, the Planning Board voted 4:2 to recommend approval of the request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/13/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning & Zoning Manager

ATTACHMENTS:

1. Application for Conditional Use - Communication Tower - 2650 Creighton Road
2. Planning Board Minutes - 2/13/2024
3. Communication from Neighboring Property - Email from Mr. Taffe Received 2/19/2024
4. Communication from Neighboring Property - Walmart Letter Recieved 2.20.2024
5. Amended Photo Simulations of Communications Tower
6. Amended Plans Showing Removal of Barbed Wire on Fence

PRESENTATION: No



City of
Pensacola
Florida's First and Future

CONDITIONAL USE

Fee: \$2,000.00
Rehearing/Rescheduling Planning Board: \$100.00
Rehearing/Rescheduling City Council: \$250.00

AMENDED APPLICATION

Applicant Information:

Name: SBA Towers X, LLC

Address: 8051 Congress Avenue, Boca Raton, FL 33487

Phone: 561-226-9332 Fax: _____ Email: jmancilla@sbsite.com

Property Information:

Owner Name: Wal-Mart Stores East LP Phone: _____

Location/Address: 2650 Creighton Road, Pensacola, FL 32504

Parcel ID: 1 0 - 1 - S - 2 9 - 2 3 0 1 - 0 0 0 - 0 1 0

Square Feet/Acres: 26.3395 AC

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

Purpose of conditional use: SBA Communications along with its service provider, Verizon Wireless, seeks to construct a 90' tall monopole communications tower for the purpose of providing improving the existing network communications in the area with a new facility. The structure will contain a 5' tall lightning rod atop for a total height of 95'. The proposed facility will be located to the rear of the existing building, in the northeastern portion of the property. The facility containing a tower structure and ground space for Verizon Wireless as well as potentially 3 additional future users/service providers will be within a leased area that is 40' x 60' (2400sqft) in area. Access to the facility will be via existing developed drive aisles within the Wal-Mart property. The facility will be enclosed with an 8' tall chain link fence with 3 strands of barbed wire atop. In addition, the structure will contain red air navigation safety lighting as required by the FAA.

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this conditional use and that no refund of these fees will be made. I have reviewed a copy of the applicable zoning regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Harold Timmons on behalf of TEP and SBA Towers X, LLC January 31, 2024

Signature of Applicant

Date

(Owner of Property or Official Representative of Owner)

FOR OFFICE USE ONLY

Zone: _____ District: _____ Date Received: _____

Case Number: _____ Date Postcards mailed: _____

Planning Board Date: _____ Recommendation: _____

Council Date: _____ Council Action: _____



**AUTHORIZATION FOR AGENT TO REPRESENT
IN ZONING/LAND USE MATTERS**

I (We), SBA Towers X, LLC, do hereby authorize **TOWER ENGINEERING PROFESSIONALS (TEP OPCO LLC)** and their assigned agent(s) to act as our agent in any and all zoning/land use requests and to represent us at all zoning/land use hearings pertaining to a Land Development/Conditional Use/Special Use Permit or other required land development process regarding the review and approval of a COMMUNICATION TOWER as required under the City of Pensacola, Florida Zoning Ordinance for required land use approvals.

Date: 11/17/2023

By: _____

Print Name:

Larry Harris

Title:

Senior Vice President,
Business Development

Site Name: Creighton Road

(e) *Site plan requirements.*

- (1) The applicant shall submit a proposed siting plan including the following information to the planning services department:
 - a. A map of the service area for the proposed facility.
 - b. A map showing other existing or planned facilities used by the applicant to provide personal wireless services, including the height, mounting style and number of antennas on each facility.
 - c. A description of the need for the proposed facility, including a precise description of any area in which service would not be available without construction of the proposed facility.
 - d. A map identifying all zoning districts and protected areas within one-half mile of the proposed facility.
 - e. A map showing any personal wireless towers then existing or under construction that are located within a one-mile radius of the proposed facility.
 - f. A description of any efforts to co-locate the proposed facility on any personal wireless tower then existing or under construction, including engineering information and correspondence from the existing tower describing why co-location is not possible.
 - g. A map showing any structures over 40 feet high that are located within a one-mile radius of the proposed facility.
 - h. A description of any efforts to locate the proposed facility on any existing structure, including engineering information and correspondence from the owners of any such structures describing why installation of the proposed facility on the structure is not possible.
 - i. A map showing other potential locations for the proposed facility that have been explored by the applicant, including a description of why the proposed site is superior. The application shall include in this discussion an analysis of visual aspects, setbacks, and proximity to single-family residences and protected areas.
 - j. A description of any planned use of stealth technology.
 - k. A description of efforts to minimize the diameter and mass of any proposed structure, including engineering information related to these efforts.
 - l. A description of any equipment cabinet and any other ancillary equipment, a description of the function of the equipment, and an explanation of the reasons for any need to co-locate it at the proposed site.
 - m. A photographic simulation of the proposed site after construction of the proposed facility.
 - n. In the case of rooftop facilities, a drawing in which a sight-line is drawn from the closest facade of each building, private road or right-of-way within 500 feet of the proposed facility to the highest point of the proposed facility. Each sight-line shall be depicted in profile, drawn at one inch equals 40 feet unless otherwise specified by the planning services department. The profiles shall show all intervening trees and structures.
 - (2) All applications for conditional use permits for personal wireless antennas or communications towers shall comply with conditional use requirements established in section 12-3-120.
- (f) *Conditions.* In granting any conditional use permit under this section, the city council may prescribe conditions and restrictions upon the property benefitted by the conditional use as provided in section 12-3-107(e). In addition, the following conditions shall be mandatory:

Sec. 12-3-108. Conditional use permits for placement of personal wireless antennas, rooftop-mounted antennas, or communications towers.

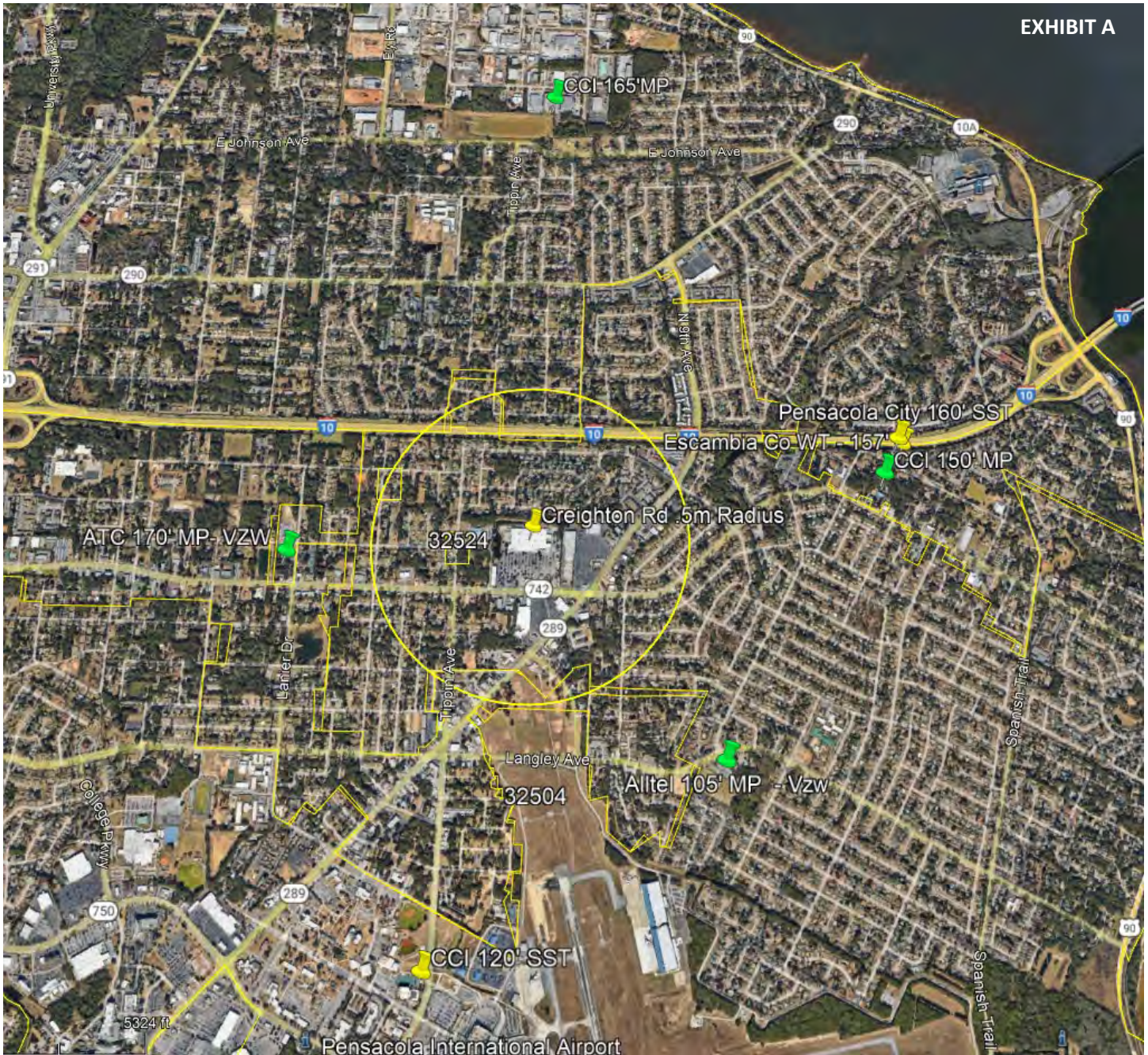
(e) *Site plan requirements.*

(1) The applicant shall submit a proposed siting plan including the following information to the planning services department:

a. A map of the service area for the proposed facility.

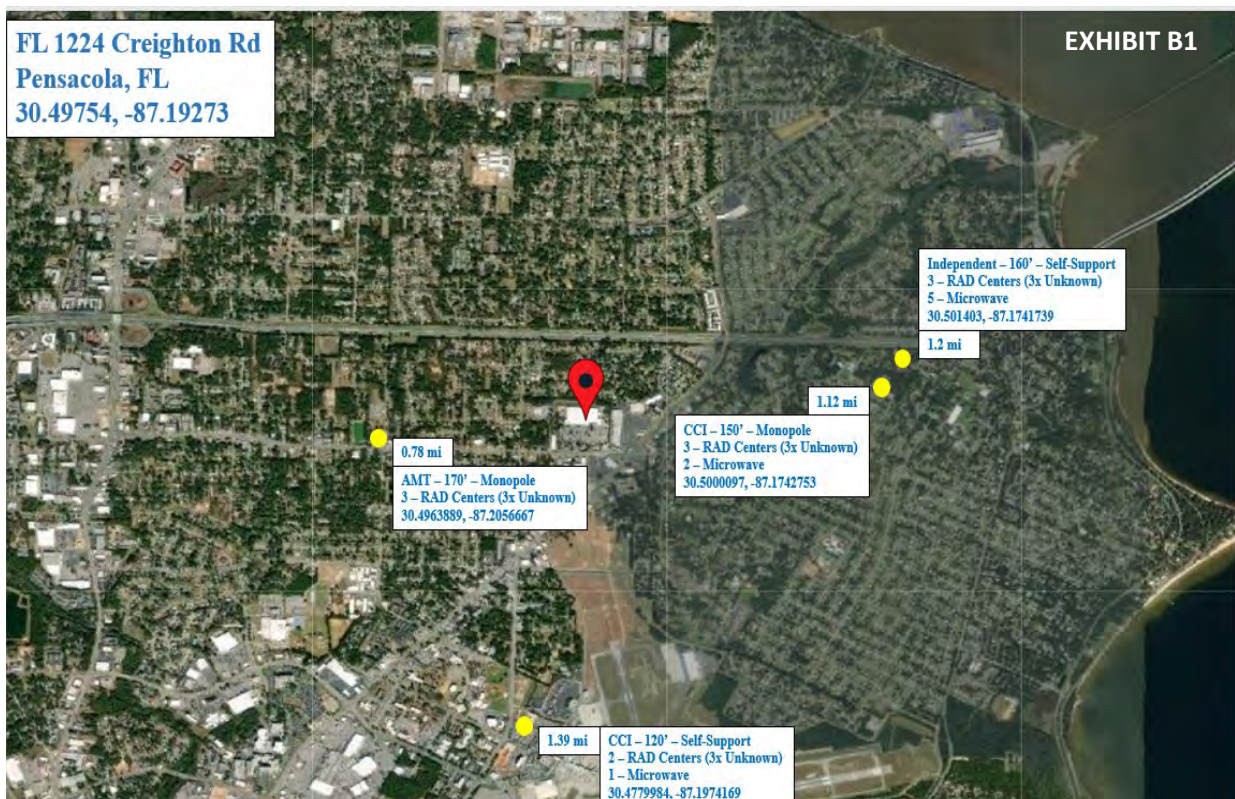
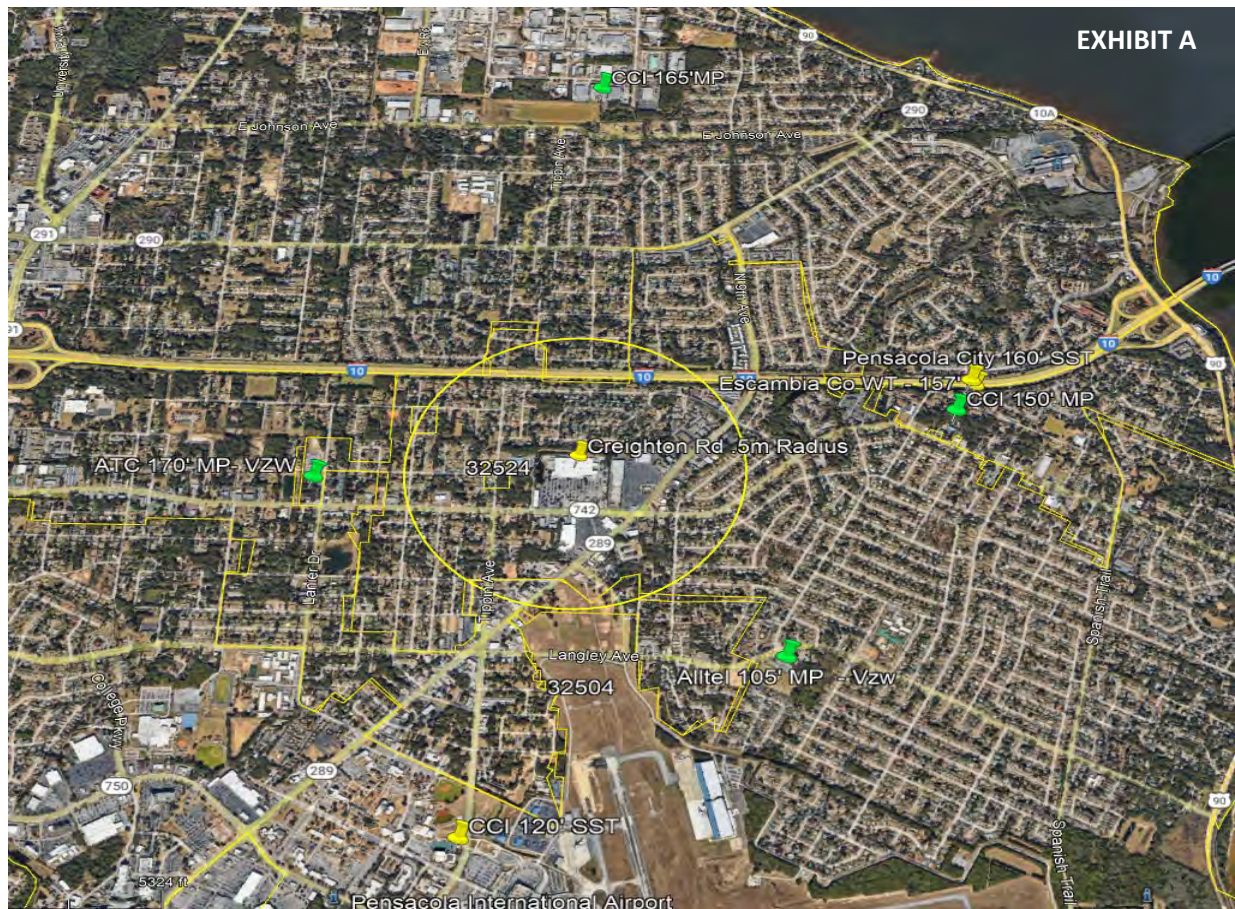
Response: See Search Area Map (EXHIBIT A) with radius and existing facilities shown.

SEARCH AREA RADIUS / EXISTING FACILITIES LOCATED - GREEN = REPRESENT EXISTING VERIZON NETWORK LOCATIONS



b. A map showing other existing or planned facilities used by the applicant to provide personal wireless services, including the height, mounting style and number of antennas on each facility.

Response: See EXHIBIT A and EXHIBITS B1 thru b7 below. The map below provides the location of existing tower facilities. Photographs of structures are provided below as well.



AMT - 170' - Monopole
3 - RAD Centers (3x Unknown)
30.4963889, -87.2056667
Distance - 0.78 mi
Google Images January 2023

EXHIBIT B2



CCI - 150' - Monopole
3 - RAD Centers (3x Unknown)
2 - Microwave
30.5000097, -87.174275
Distance - 1.12 mi
Google Images January 2023

EXHIBIT B3



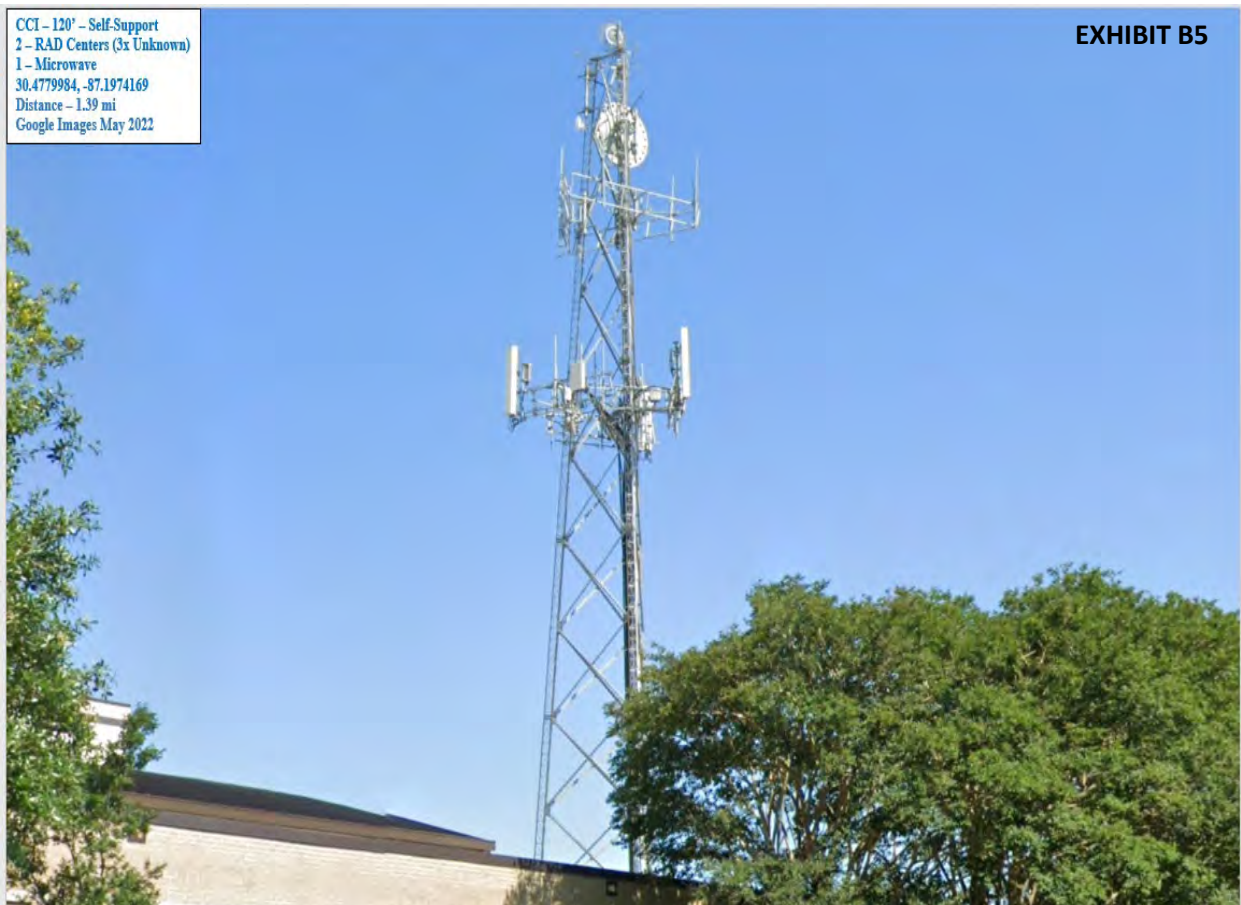
Independent - 160' - Self-Support
3 - RAD Centers (3x Unknown)
5 - Microwave
30.501403, -87.1741739
Distance - 1.2 mi
Google Images March 2022

EXHIBIT B4



CCI - 120' - Self-Support
2 - RAD Centers (3x Unknown)
1 - Microwave
30.4779984, -87.1974169
Distance - 1.39 mi
Google Images May 2022

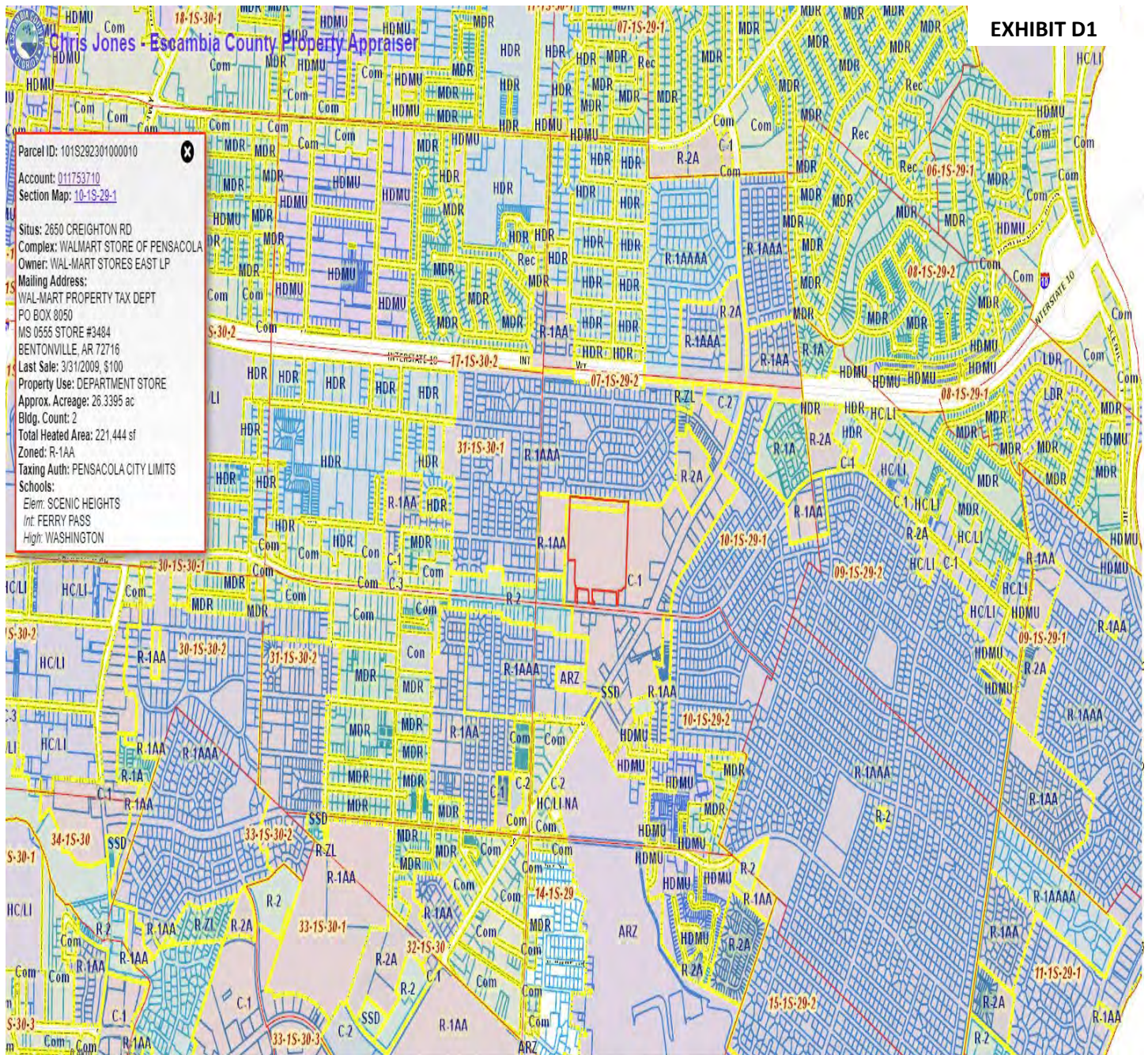
EXHIBIT B5



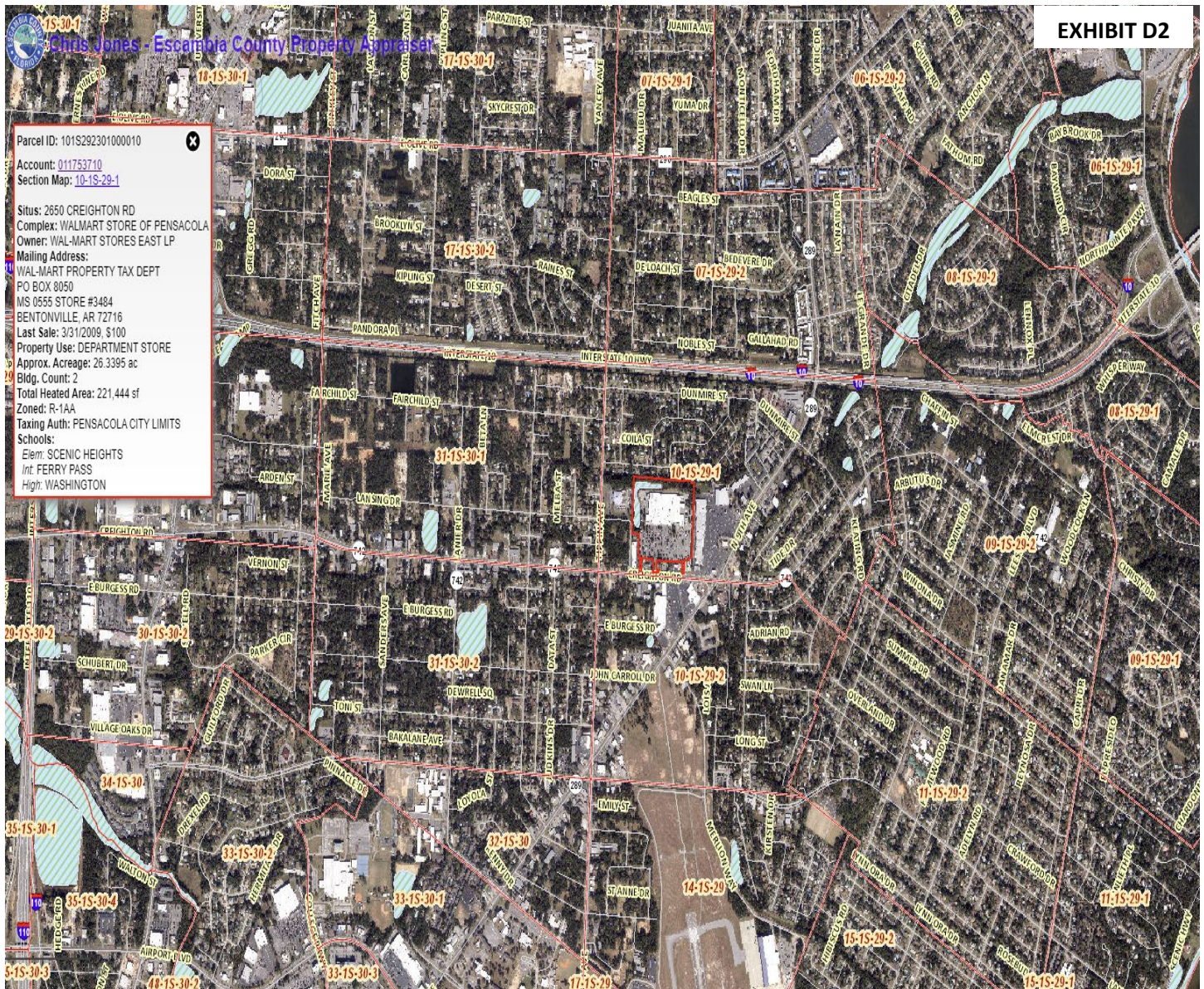
d. A map identifying all zoning districts and protected areas within one-half mile of the proposed facility.

Response: See Zoning (EXHIBIT D1) and Protective Areas Map (EXHIBIT D2).

ZONING MAP – PENSACOLA, FL – VICINITY OF 2650 CREIGHTON ROAD



Map – Potential Protected Areas – Wetlands



e. A map showing any personal wireless towers then existing or under construction that are located within a one-mile radius of the proposed facility.

Response: See EXHIBIT A and EXHIBITS B1 THRU B7 as supporting documentation.

f. A description of any efforts to co-locate the proposed facility on any personal wireless tower then existing or under construction, including engineering information and correspondence from the existing tower describing why co-location is not possible.

Response: See Creighton Road No Existing Structures Statement (EXHIBIT F).

g. A map showing any structures over 40 feet high that are located within a one-mile radius of the proposed facility.

Response: The No Existing Structures Statement (EXHIBIT F), in combination with the Search Area Map (EXHIBIT A) provided, show the extent of the area identified by the service provider where a structure or property could work given the existing network needs. The map shows the existing structures/towers that were located and those currently in use by the service provider. The No Existing Structures statement explains why other, lower height (over 40 feet), structures were not identified.

h. A description of any efforts to locate the proposed facility on any existing structure, including engineering information and correspondence from the owners of any such structures describing why installation of the proposed facility on the structure is not possible.

Response: See Search Area Map (EXHIBIT A) and the Collocation Creighton Road Alternative Location Analysis (EXHIBIT I) for response.

i. A map showing other potential locations for the proposed facility that have been explored by the applicant, including a description of why the proposed site is superior. The application shall include in this discussion an analysis of visual aspects, setbacks, and proximity to single-family residences and protected areas.

Response: See Creighton Road Alternative Location Analysis (EXHIBIT I).

j. A description of any planned use of stealth technology. (AMENDED 02012024)

Response: Given the intense commercial nature and operations on the proposed location, the towers reasonable amount of visibility as shown in the photographic simulations, the vegetative buffers along the rear of the property shielding view into the site from adjacent residences, it is our view that stealthing or camouflaging of this proposed 95' structure is not considered to be a necessity due to minimal visibility from surrounding residential properties.

k. A description of efforts to minimize the diameter and mass of any proposed structure, including engineering information related to these efforts.

Response: A tower fall zone letter from Valmont Telecommunications, Inc. has been obtained and is included in the submission. The fall zone letter describes a theoretical fall zone of 0-feet. The design of the tower based on this criterion determines the physical aspects of the tower, to include its mass and diameter. We trust that the design is the minimum needed for the tower to perform safely and as indicated should a catastrophic event occur. We therefore submit that the mass and diameter of the tower is the minimum amount needed for function and safety.

l. A description of any equipment cabinet and any other ancillary equipment, a description of the function of the equipment, and an explanation of the reasons for any need to co-locate it at the proposed site.

Response: Equipment specification sheets (EXHIBITS L1 THRU L10) are included in the submission package. The selection of the equipment to be utilized at this location have not been finalized at this time. Should the structure receive approval and the site proceeds towards the submission of a building permit, equipment selections will be finalized and therefore could differ from what has been included in the submission for your review. The site is proposed to contain a generator. The generator will be a Kohler 30KW model. Final selection of the generator model could also differ from zoning submission to the application for a building permit.

m. A photographic simulation of the proposed site after construction of the proposed facility.

Response: Photographic Simulations (EXHIBIT M) have been prepared and provided in the application submission package.

n. In the case of rooftop facilities, a drawing in which a sight-line is drawn from the closest facade of each building, private road or right-of-way within 500 feet of the proposed facility to the highest point of the proposed facility. Each sight-line shall be depicted in profile, drawn at one inch equals 40 feet unless otherwise specified by the planning services department. The profiles shall show all intervening trees and structures.

Response: Not applicable. Not a roof-top proposal.

EXHIBITS



RE: Verizon Wireless Proposed "CRAIGHTON_WALMART_CGC_FL" macro site, Escambia County, FL

To Whom It May Concern:

In my role as a Radio Frequency Engineer for Verizon Wireless (hereinafter "Verizon", I am writing to you for and on behalf of Verizon in support of SBA's applications to build new sites called CRAIGHTON_WALMART_CGC_FL. I have a Master of Science (MS) Degree in Physics/Telecommunications and over 20 years of practical experience in Telecom industry. I have worked as a Radio Frequency Engineer for more than 7 years with Verizon and my responsibilities for Verizon include, but are not limited to, the design and engineering of Verizon's wireless communications network in the Florida, Alabama, and Mississippi Gulf Coast area.

The CRAIGHTON_WALMART_CGC_FL macro site would be a 95-foot overall height with red obstruction lights monopole facility located at "2650 Creighton Rd, Pensacola, FL". This new build site is required to offload wireless traffic currently being served by Verizon's existing four on-air macro sites to the north, east, south, and west of the proposed CRAIGHTON site that have been exhausted with heavy usage stemming from massive expansion in customer demand in recent years. To keep up with the demand of voice and data, Verizon engineers perform upgrades on the existing cell sites to maintain reliable service. Despite our best efforts to keep up with capacity, our growth forecasts indicate that we have reached a point where we need to install additional coverage solutions. The Verizon RF and Traffic teams determined the need to build additional macro site to complement the existing cell sites in the network that serves HWY-10 and surrounding area today. The proposed site will help to offload the existing cell sites and allow Verizon customers to continue to have reliable service over the long term. The new macro site is also needed to provide and enhance in-building coverage along 9th Ave and Creighton Rd. By building the CRAIGHTON_WALMART_CGC_FL macro site Verizon will, as demonstrated by the attached propagation maps, offload usage from the surrounding Verizon macro sites.

2. Improve Coverage in residential areas north, and south of HWY-10. Currently, coverage in this area is weak, as reflected in the attached maps; without the CRAIGHTON_WALMART Site, coverage is likely to get worse very quickly as demand in this area is growing at a very quick rate. Construction of the CRAIGHTON site will improve Verizon's coverage and allow Verizon to provide better wireless services to this location.

3. Improve throughput to existing heavy data users. Many residents in this area currently use significant amounts of data. Construction of the CRAIGHTON Site is necessary to allow residents to continue to have strong and reliable wireless data services.

This new macro site will offload traffic from existing sites and provide the quality coverage Verizon's customers expect and rely on. Customers will experience access to the best mobile voice and wireless data services that may have been previously unavailable. It will also support Homeland Security through enhanced 911 services. Almost all 911 calls are now made through cellular phones and most law enforcement functions are communicated through smart phones. Construction of the CRAIGHTON site will better allow local first responder services to provide faster, more effective services to citizens in this area.

Verizon is committed to maintaining the best wireless network in Florida. Our network performance objective is to stay ahead of the customer demand, provide reliable coverage, and give high speed data services for our customers that they deserve.

Verizon cares about the communities as well as the environment and prefers to collocate on existing structures when available. Verizon Wireless is currently collocated on some existing structures in the area and prefers collocation due to reduced construction costs, faster deployment, and environmental protection.

However, Verizon was unable to find a suitable structure in the search area on which to collocate additional equipment to remedy the coverage and capacity improvement in this area. Instead, Verizon is required to construct new facilities near Creighton Rd to improve its coverage to other subscribers who currently have weak coverage. The new facilities will also allow Verizon to offload traffic from existing facilities, which will improve the efficiency of Verizon's network and allow Verizon to better serve users in the surrounding area.

Verizon's wireless design engineers establish search area criteria in order to effectively meet coverage objectives as well as offload existing Verizon cell sites. When met, the criterion also reduces the need for a new site to cover the area in the immediate future. Each cellular site covers a limited area, depending on site configuration and the surrounding terrain. Cell sites are built in an interconnected network; which means each cell site must be located so that their respective coverage areas are contiguous. This provides uninterrupted communications throughout the coverage area.

The attached propagation maps demonstrate the current wireless coverage in this area as well as how the proposed CRAIGHTON site would improve coverage. These propagation maps were prepared using Verizon's proprietary computer modeling to measure both existing radio frequency coverage and the coverage that would result from construction of the new macro site. On coverage Map 1, the yellow area in the upper map denotes an area of approximately ~1.1 square mile where may have an issue with indoor coverage and slower data usage. The coverage Map 2 on the next page shows how coverage will be dramatically improved by construction of the CRAIGHTON Site.

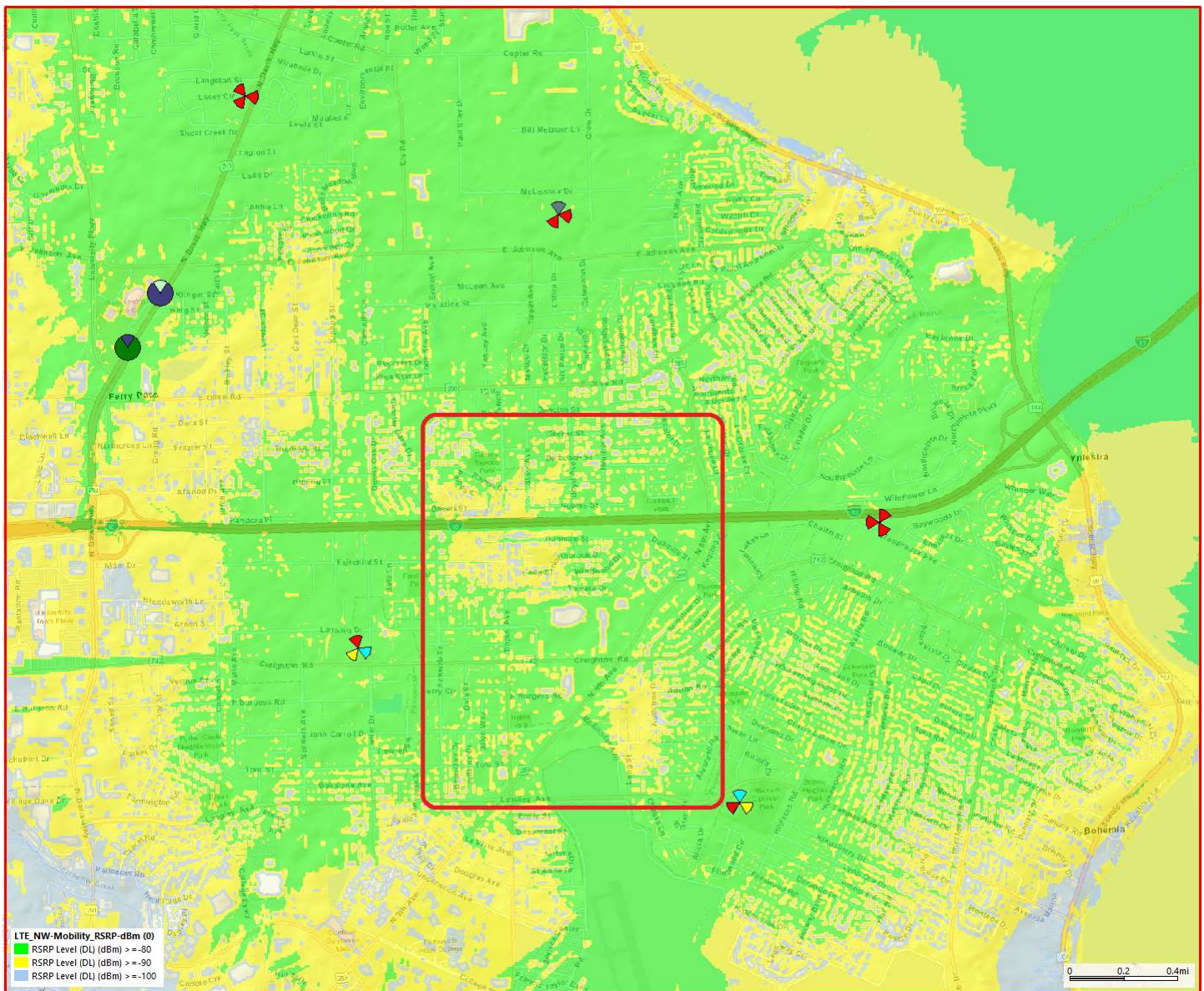
These proposed sites have been designed, and shall be constructed and operated in a manner that satisfies regulations and requirements of all applicable governmental agencies that have been charged with regulating tower specifications, operation, construction, and placement, including the FAA and FCC.

RF emission readings at these sites in the accessible areas will be well below the applicable limits for FCC Uncontrolled/General Population and FCC Controlled/Occupational environments as outlined in 47 CFR 1.1301 through 1.1319. The sites will carry appropriate RF emission signage to contractors entering the site area. These sites will transmit frequencies within the licensed frequency bands and the power limitations set by the FCC regulatory authority. The sites will go through a complete rigorous regulatory process before they come on-air to provide service.

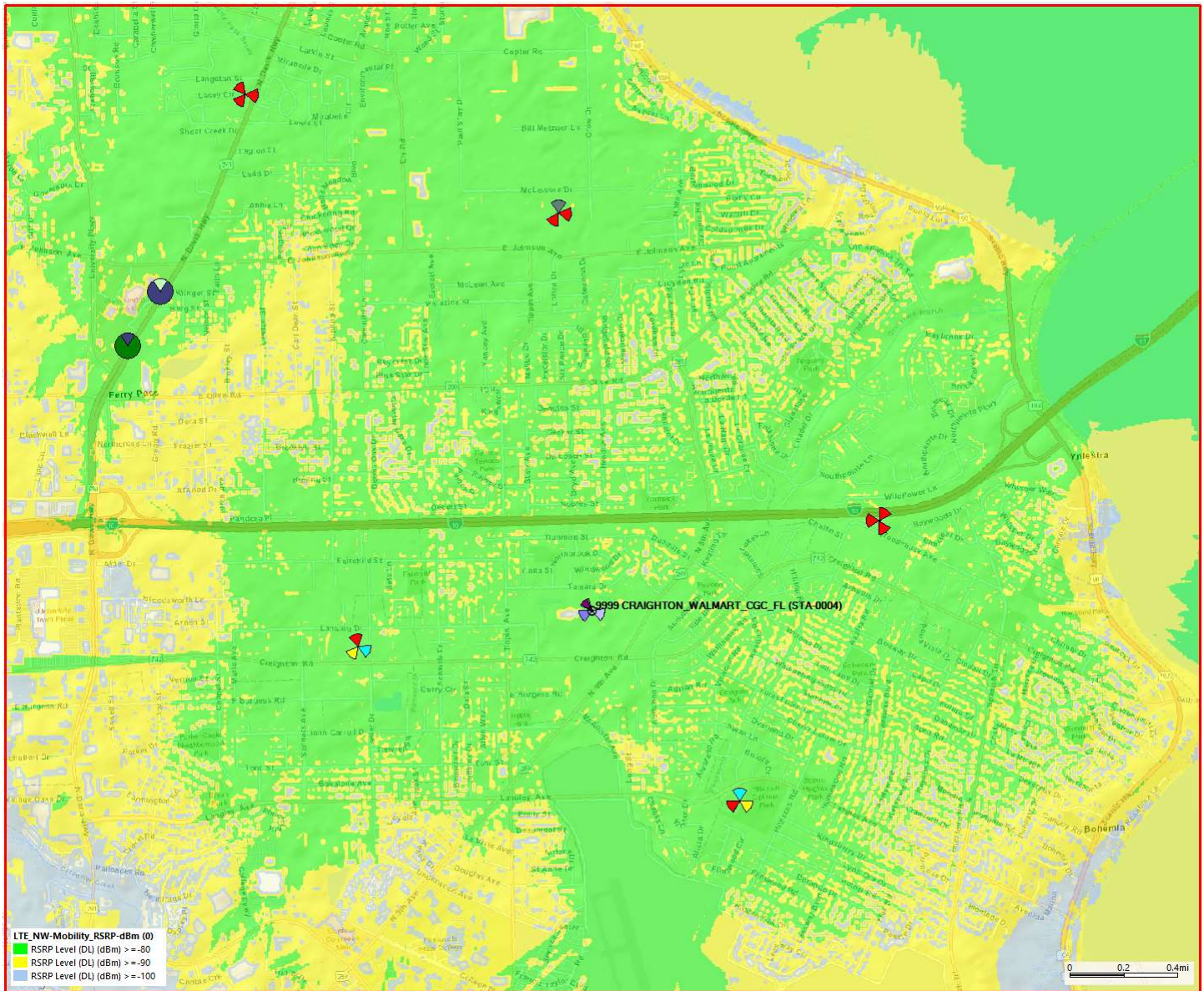
Regards,
Nelson Aung
RF Engineer
Verizon Wireless

HGC/Gulf Coast - South Central

Pre: The coverage status before CRAIGHTON_WALMART_CGC_FL Site (30.497644°, -87.191192°) in-service



POST: The coverage status after CRAIGHTON_WALMART_CGC_FL Site (30.497644°, -87.191192°) in-service



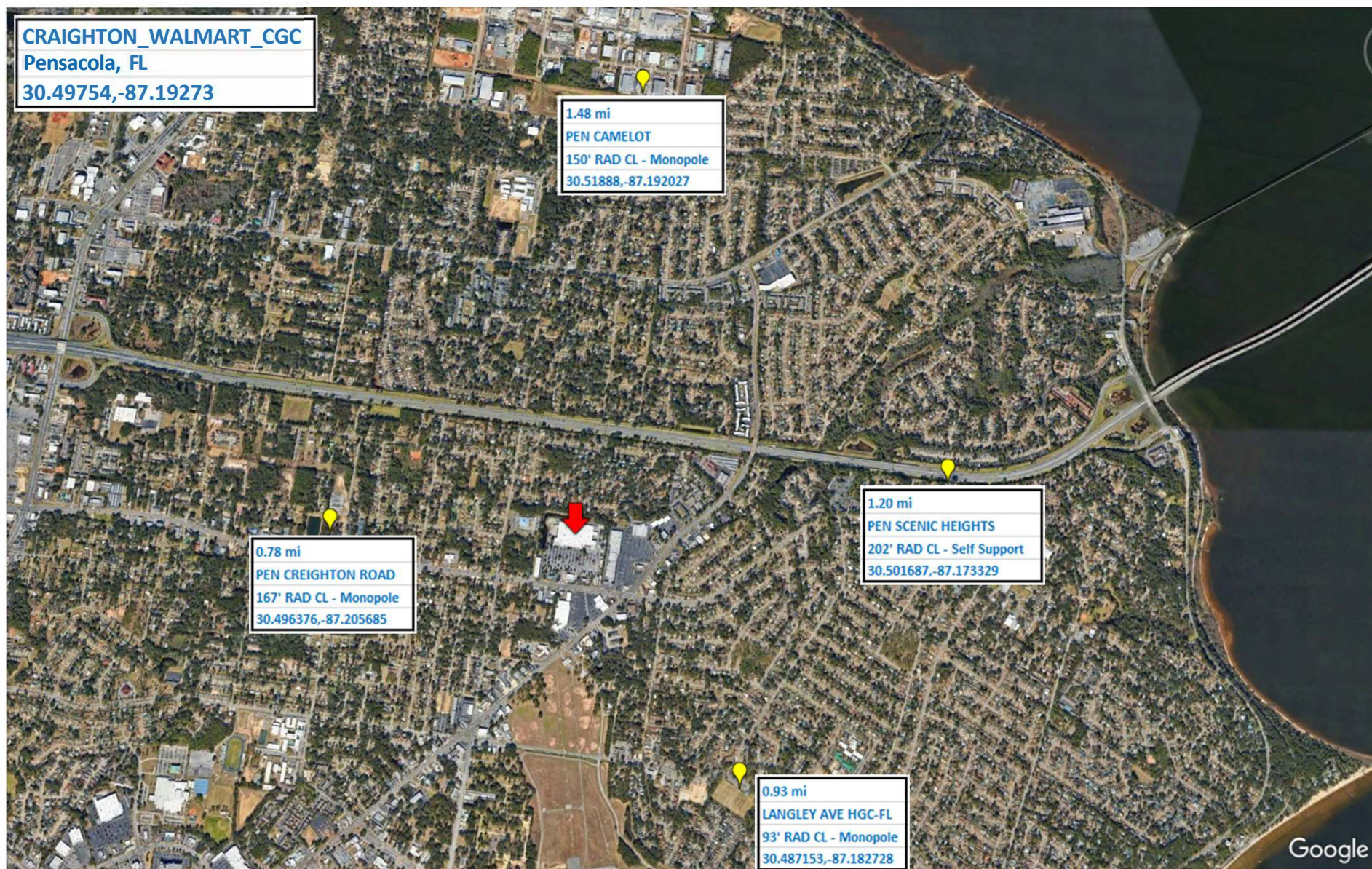




EXHIBIT F1

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5596
WWW.TEPGROUP.NET

Sec. 12-3-108. Conditional use permits for placement of personal wireless antennas, rooftop-mounted antennas, or communications towers.

(e) Site plan requirements.

f. A description of any efforts to co-locate the proposed facility on any personal wireless tower then existing or under construction, including engineering information and correspondence from the existing tower describing why co-location is not possible.

SBA Communications conducted a search of the ½ mile area shown on the map provided below. The search was conducted with the initial intent to locate an existing structure to collocate Verizon Wireless equipment. The search was conducted, and it was determined that there were no existing structures within the search area that could be utilized that would meet the Verizon search criteria. All of the structures that were located were either too far away (outside of the search area) or they were structures that were already in use by Verizon Wireless.

When attempting to improve its communication network Verizon always seeks to collocate on existing towers rather than go through the time, expense and local regulatory process of building new ones. In this instance, a review of the search area showed that the land uses within the area are approximately 50 to 60 percent residentially designated zoning categories. The remaining area is commercial in land development and zoning and therefore, that is where the search was focused. Also at this time, SBA's relationship with Wal-Mart factored into the search process. SBA is working on a number of Wal-Mart sites in the State of Florida as well as other states. Given the location of the Wal-Mart property, the relationship with Wal-Mart, the intense commercial nature of the day-to-day operations on the property and the opportunity to avoid potential opposition to locating a tower in residentially zoned areas, it was determined that the subject property provided the best available alternative with the least amount of overall impact to the community. While there are other commercial properties in the area, typically commercial property owners are not very favorable to giving up portions of their property for a tower use for fear it will hinder some future aspect of their business they cannot predict. Secondly, a search of an area is only successful if you can find a willing landowner within a favorable zoning category. With this site both of those factors have been met. The selection of the subject property allows the client to avoid a protracted search process that could have resulted in the selection of a residentially zoned property. Generally, residential properties are deemed low priority sites by most jurisdictions.

SUMMARY: There are no existing towers or other structures suitable for collocation within the search area. A visual inspection of the ring yielded the same results that the database information provided.

Gerri Nelson
Site Acquisition
Tower Engineering Professionals, Inc
10700 Sikes Place, Suite 360
Charlotte, NC 28277

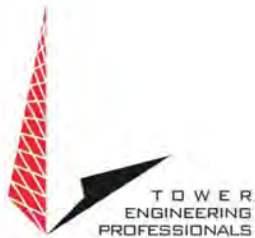
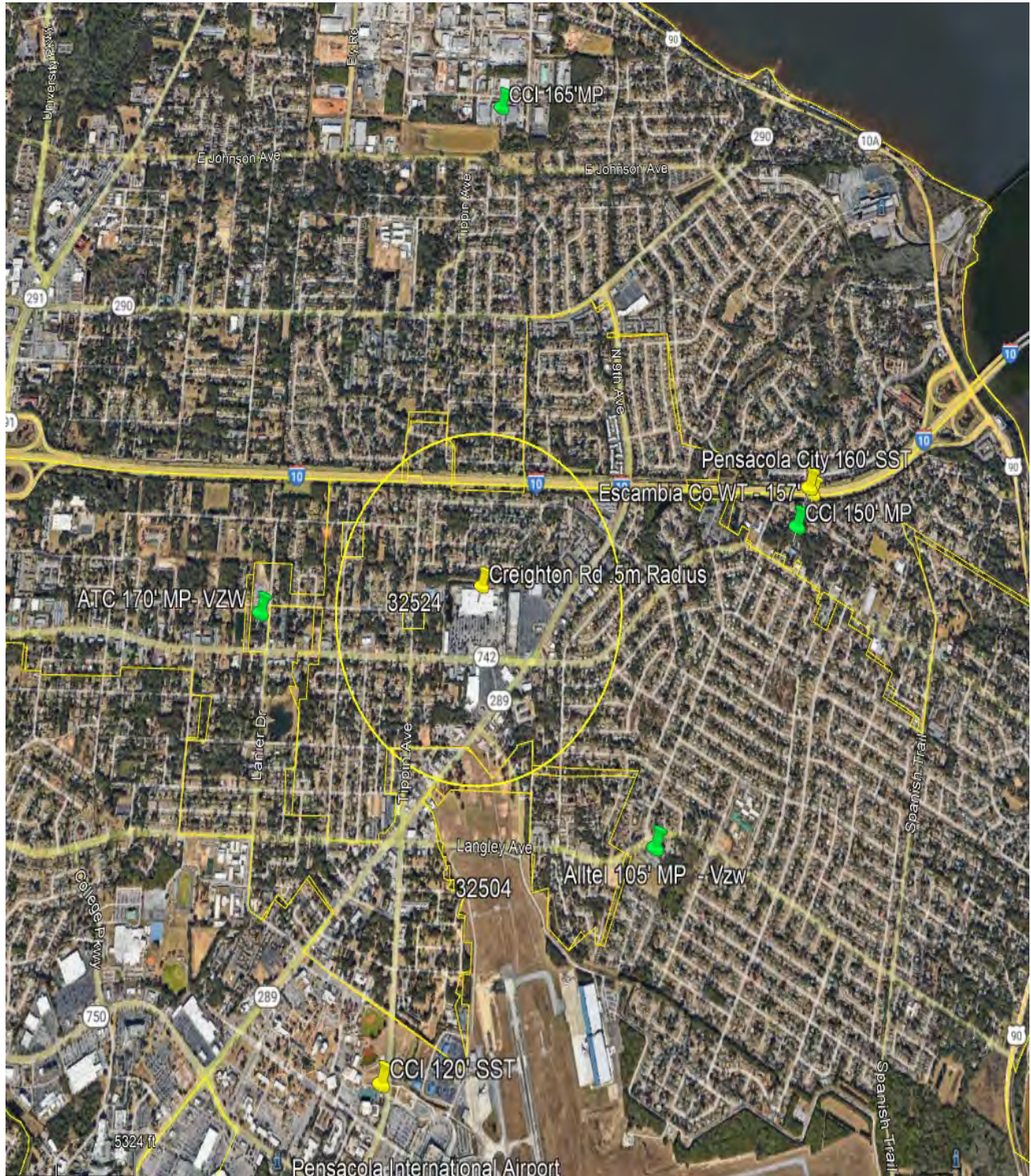


EXHIBIT F2

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5596
WWW.TEPGROUP.NET



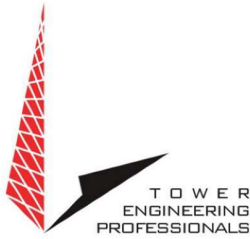


EXHIBIT I

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5596 2.5553
WWW.TEPGROUP.NET

Sec. 12-3-108. Conditional use permits for placement of personal wireless antennas, rooftop-mounted antennas, or communications towers.

(e) Site plan requirements.

i. A map showing other potential locations for the proposed facility that have been explored by the applicant, including a description of why the proposed site is superior. The application shall include in this discussion an analysis of visual aspects, setbacks, and proximity to single-family residences and protected areas.

In regard to the above criteria for evaluation of a potential communication tower site, the following is provided in support of SBA Communications' decision to utilize the existing Wal-Mart site versus another area property:

1. The Wal-Mart location is a very reasonable and logical location for a communication tower use. The overall size of the property, the intense operations on the property, and the amount of activity that takes place each day are contributing factors. The proposed tower use is more of a passive use. Communication tower sites produce very little noise and visitors, and therefore traffic generation is minimal at best. Site disturbance will be at a minimum since no new drive aisles need to be constructed and the existing paved surface provides the location for the ground equipment. Utilities already exist on the property or very close contributing to little if any off-site construction disturbance. In short, it's a passive use, with minimal construction, proposed on a property with an intense operation that overshadows the tower's operation, existence, and impact on the surrounding community.
2. Visually, the tower will be 95 feet in height. Photo simulations have been prepared and submitted. The residential areas nearest to the structure are to the north and east. When viewing from the residential areas looking south and east, the simulation show minimal amounts of visibility. While it is only a simulation, we feel that it is a fair representation of what should be expected should the tower be approved and constructed. The views facing north and west show more of the tower as those views are towards areas that contain businesses as trees and other vegetation has been removed for development. From the location on the property, the closest residential structure is approximately 400 feet from the tower location which equates to about 4 times the tower height to the structures. The structures in that area have a very thick, mature stand of trees separating them from the Wal-Mart use. The properties to the immediate east, south and west are all zoned for commercial use. The nearest setback is approximately 69' from the east property line and the tower will be designed to collapse upon itself and remain on the subject property.

SUMMARY: In regard to alternatives reviewed, the proposed site is as good if not better than any other commercial property in the area. It is substantially better than a site within the surrounding residential areas. The location on the property for the tower is located between the Wal Mart building and the abutting commercial development. The area to the north is heavily vegetated and visibility into the tower compound is restricted from all off-site viewpoints. There may be other commercial properties, but it is our belief that this site provides the greatest amount of protection from and least amount of impact on surrounding uses than most others.

Harold Timmons
Zoning and Real Estate Specialist|
Tower Engineering Professionals, Inc
hktimmons@tepgroup.net
336-210-9684



CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5596 2.5553
WWW.TEPGROUP.NET

Zoning Map – Shows Level of Residential and Commercial Zoning within Search Area

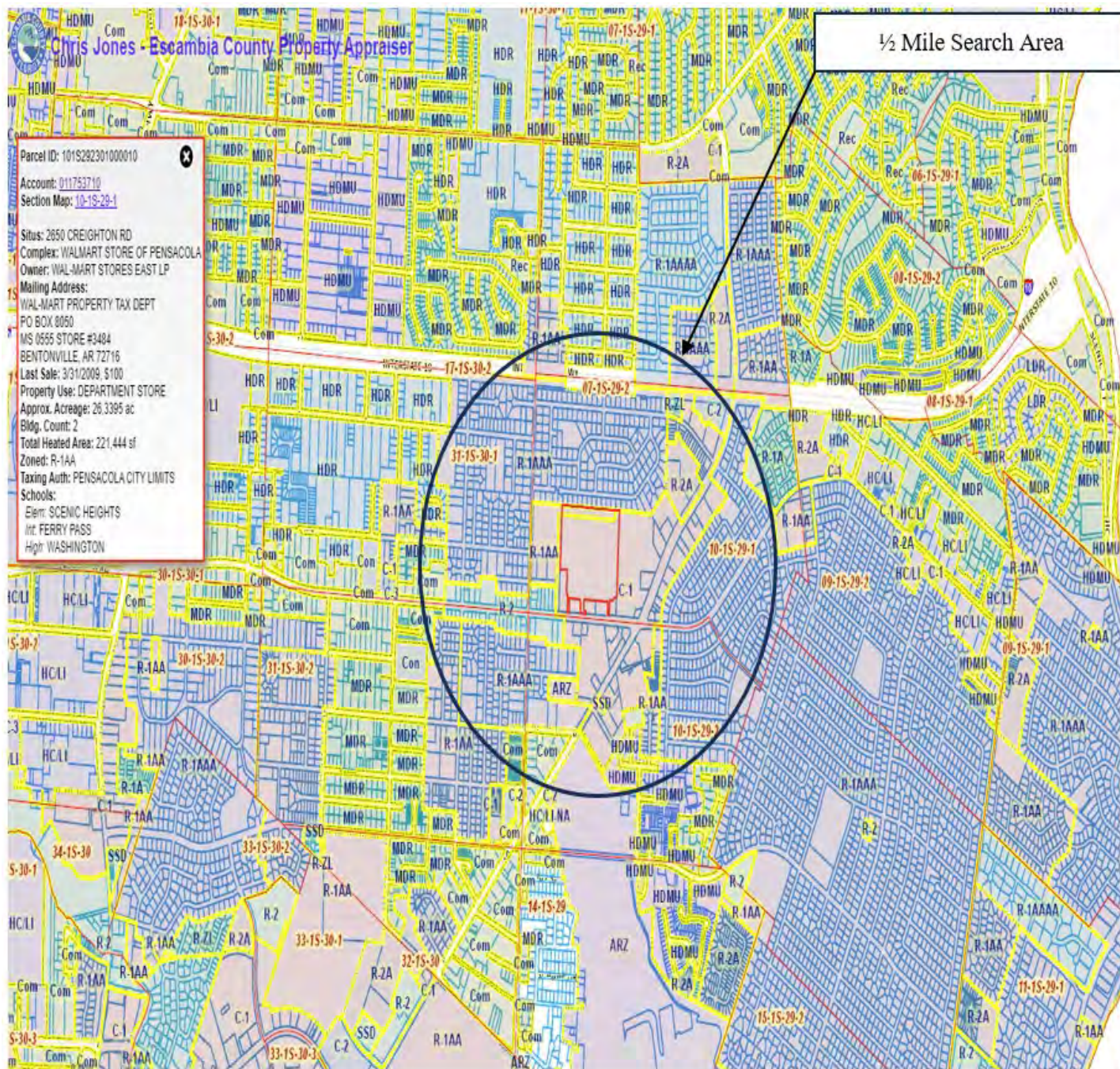




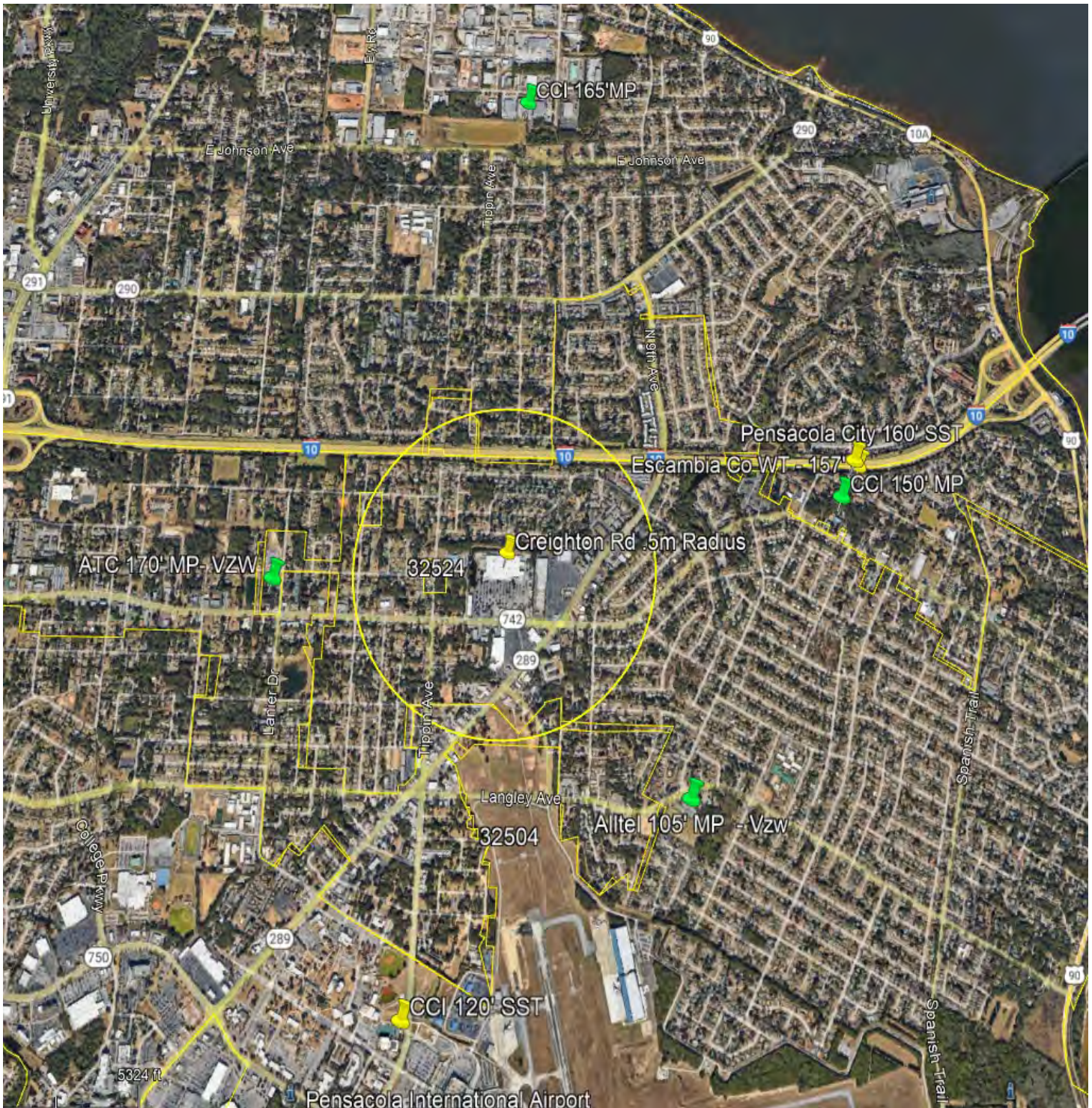
EXHIBIT I3

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5596 2.5553
WWW.TEPGROUP.NET

Ground Level View - Proposed Tower Location - View North Towards Residential Areas



Search Area and Existing Structures Evaluated



Date: 1/31/2024

SBA

Attn: To Whom It May Concern

SUBJECT: Project Number: 585444
Site Name: WM 1224 Creighton, Pensacola, FL
Structure: 90-ft Monopole
Designed within a Theoretical Fall Radius of 0-ft

Communication structures designed by Valmont are sized in accordance with the latest governing revision of the ANSI/TIA 222 standard unless otherwise requested by our customer or the governing jurisdiction. This standard has been approved by ANSI/ASCE, which has dealt with the design of antenna support structures since the late 1950s. The TIA standard, based on provisions of this nationally known specification, has a long history of reliability. Its core philosophy is first and foremost to safeguard and maintain the health and welfare of the public.

Valmont's communication structures have proven to be very reliable products. We use the latest standards, wind speed information, and sophisticated analytical tools to ensure that we continue providing high quality structures.

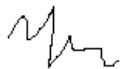
This structure is designed to the following criteria:

- Exposure Category C
- Topographical Category 1, and a Crest height of 0 feet
- Risk Category II
- Site Elevation 104 feet
- 150 MPH Ultimate Wind Speed (no ice) per ASCE 7-16
- 30 MPH with 0.5 inches ice per ANSI/TIA-222-H

The theoretical failure point is at the structure midpoint or above by purposely over designing the structural components below this point. The predicted mode of wind induced failure would be local buckling of the shaft at or above the midpoint with the upper section folding over onto the intact lower section. The pole will be designed with the smallest base diameter, within reason, that will accommodate the fall zone requirement as well as meet the necessary structural adequacy for the site.

I hope these comments address any questions or concerns relative to the anticipated performance of this structure; please reach out directly should you have any questions or comments.

Sincerely,



Yatong Zeng, PE
Design Engineer
Yatong.Zeng@Valmont.com
402-359-6830

EXHIBIT K-1 Amended

Date: 1/31/2024

SBA

Attn: To Whom It May Concern

SUBJECT: Project Number: 585444
Site Name: WM 1224 Creighton, Pensacola, FL
Structure: 90-ft Monopole
Designed within a Theoretical Fall Radius of 0-ft

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- Site Elevation 104 feet
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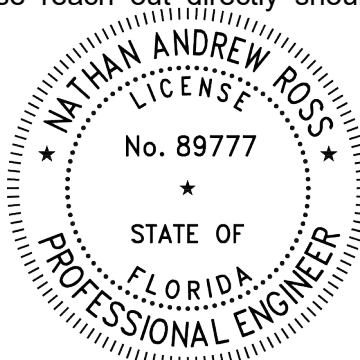
The theoretical failure point is at the structure midpoint or above by purposely over designing the structural components below this point. The predicted mode of wind induced failure would be local buckling of the shaft at or above the midpoint with the upper section folding over onto the intact lower section. The pole will be designed with the smallest base diameter, within reason, that will accommodate the fall zone requirement as well as meet the necessary structural adequacy for the site.

I hope these comments address any questions or concerns relative to the anticipated performance of this structure; please reach out directly should you have any questions or comments.

Sincerely,



Yatong Zeng, PE
Design Engineer
Yatong.Zeng@Valmont.com
402-359-6830



This item has been digitally signed and sealed by Nathan Andrew Ross on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Valmont Telecommunications, Inc
Plymouth, IN; Salem, OR; Valley, NE
www.valmonttelecom.com

MX06FIT865-02

NWAV™ X-Pol Hex-Port Antenna

X-Pol Hex-Port 8 ft 65° macro FIT (Form in Tighter):

2 ports 698-894 MHz and 4 ports 1695-2180 MHz

- Excellent passive intermodulation (PIM) performance reduces harmful interference.
- Fully integrated (iRETs) with independent RET control for low and high bands for ease of network optimization
- SON-Ready array spacing supports beamforming capabilities
- Suitable for LTE/CDMA/PCS/UMTS/GSM air interface technologies
- Integrated Smart Bias-Ts reduce leasing costs
- Optimized width for reduced wind loading




Electrical specification (minimum/maximum)	Ports 1, 2		Ports 3, 4, 5, 6		
Frequency bands, MHz	698-798	824-894	1695-1880	1850-1990	1920-2180
Polarization	± 45°		± 45°		
Average gain over all tilts, dBi	15.3	15.5	17.6	17.9	18.2
Horizontal beamwidth (HBW), degrees	64.0	57.0	63.0	63.0	58.0
Front-to-back ratio, co-polar power @180°± 30°, dB	>22.6	>23.0	>28.0	>26.0	>25.0
X-Pol discrimination (CPR) at boresight, dB	>18.0	>16.0	>25	>20	>18
Sector power ratio, percent ¹	<4.6	<3.6	<5.0	<3.8	<3.6
Vertical beamwidth (VBW), degrees ¹	9.3	8.4	6.0	5.6	5.2
Electrical downtilt (EDT) range, degrees	2-12	2-12	0-9		
First upper side lobe (USLS) suppression, dB ¹	≤-15.0	≤-15.0	≤-16.0	≤-16.0	≤-16.0
Cross-polar isolation, port-to-port, dB ¹	25	25	25	25	25
Max VSWR / return loss, dB	1.5:1 / -14.0		1.5:1 / -14.0		
Max passive intermodulation (PIM), 2x20W carrier, dBc	-153		-153		
Max input power per any port, watts	300		250		
Total composite power all ports, watts	1500				

¹ Typical value over frequency and tilt

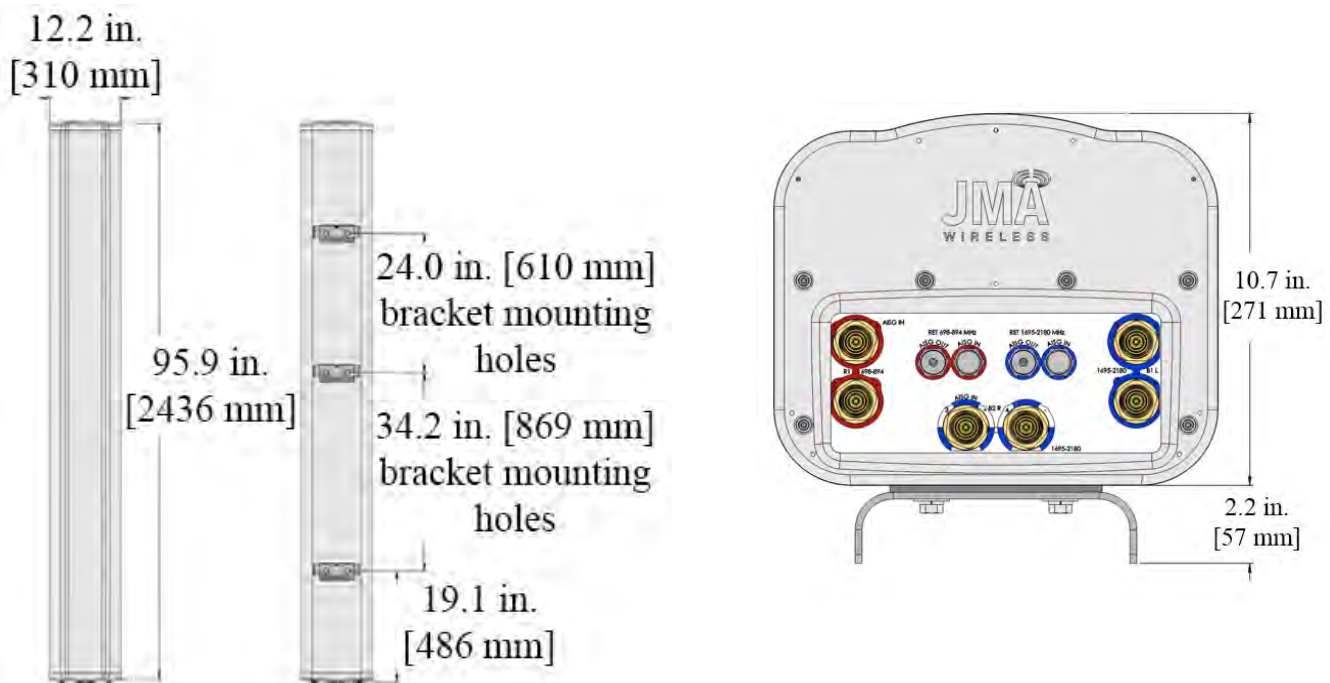
Mechanical specifications

Dimensions height/width/depth, inches (mm)	95.9/ 12.2/ 10.7 (2436/ 310/ 273)
Shipping dimensions length/width/height, inches (mm)	106/ 20/ 15 (2692/ 508/ 381)
No. of RF input ports, connector type, and location	6 x 4.3-10 female, bottom
RF connector torque	96 lbf-in (10.85 N·m or 8 lbf-ft)
Net antenna weight, lb (kg)	71 (32.27)
Shipping weight, lb (kg)	120 (54.55)
Antenna mounting and downtilt kit included with antenna	91900318, 91900319 (middle bracket)
Net weight of the mounting and downtilt kit, lb (kg)	26 (11.82)
Range of mechanical up/down tilt	-2° to 12°
Rated wind survival speed, mph (km/h)	150 (241)
Frontal and lateral wind loading @ 150 km/h, lbf (N)	76.2 (339.0), 95.9 (426.6)
Equivalent flat plate @ 100 mph and Cd=2, sq ft	2.17
EPA frontal and lateral, ft², (m²)	3.4 (0.32), 2.6 (0.24)

Front view

Back view

Bottom view



Ordering information

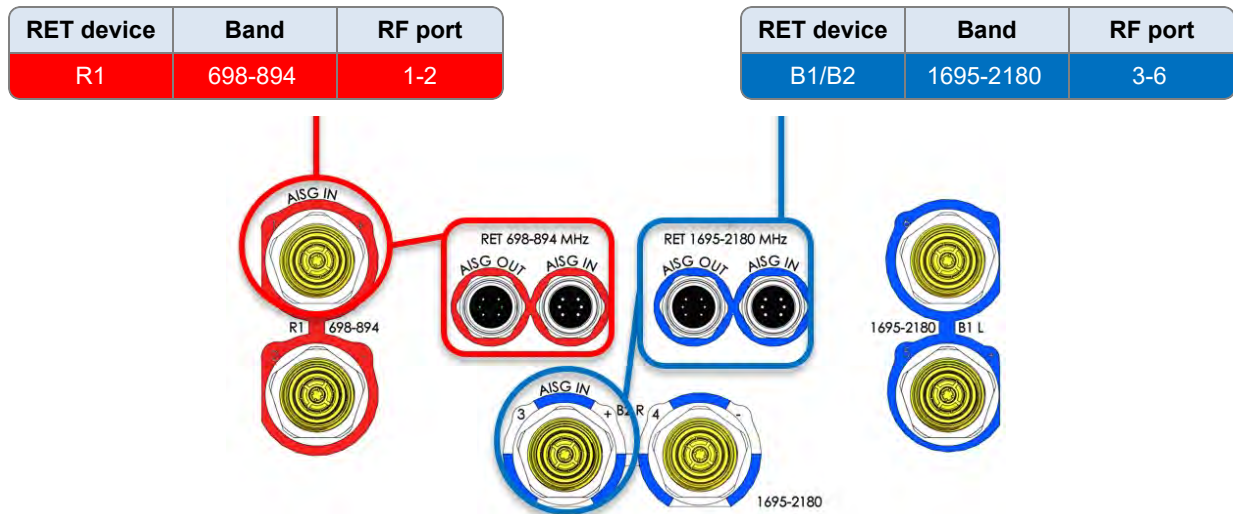
Antenna model	Description
MX06FIT865-02	8F X-Pol HEX FIT 65°, 2-12° / 0-9° RET, 4.3-10 & SBT
Optional accessories	
AISG cables	M/F cables for AISG connections
PCU-1000 RET controller	Stand-alone controller for RET control and configurations

Remote electrical tilt (RET 1000) information

RET location	Integrated into antenna
RET interface connector type	8-pin AISG connector per IEC 60130-9
RET connector torque	Min 0.5 N·m to max 1.0 N·m (hand pressure & finger tight)
RET interface connector quantity	2 pairs of AISG male/female connectors
RET interface connector location	Bottom of the antenna
Total no. of internal RETs (low bands)	1
Total no. of internal RETs (high bands)	1
RET input operating voltage, vdc	10-30
RET max power consumption, idle state, W	≤ 2.0
RET max power consumption, normal operating conditions, W	≤ 13.0
RET communication protocol	AISG 2.0 / 3GPP

RET and RF connector topology

Each RET device can be controlled either via the designated external AISG connector or RF port as shown below:



Array topology

3 sets of radiating arrays

R1: 698-894 MHz
B1: 1695-2180 MHz
B2: 1695-2180 MHz

Band	RF port
1695-2180	3-4
698-894	1-2
1695-2180	5-6



AIR 6419 B77 Q1 2023



● AIR 6419 B77

- Advanced Antenna System (AAS)
- Total weight reduction with **20%**
 - Weight: **71lbs** (vs 88lbs)
- Total volume reduction with **24%**
 - HxWxD: **28.3"x16.1"x8"** (vs 30.6"x15.9"x10.6")
- 64TX/64RX with 192 AE, (3x1)x(4x8) x-pol
- Up to 320W, PSD 4W/MHz
- EIRP up to 79 dBm
- Up to 200 MHz IBW
- Max total carrier BW: 200MHz for NR
- Support number of layers: DL/UL 16/8
- Nb data ports: 3 x 25 Gbps eCPRI
- -48 VDC (3-wire or 2-wire), Fuse Min 40 A, Max 50 A
- Power consumption: TBD (~**14% less**)
- Operating temperature: - 40 to +55°C

3.2 Physical Characteristics

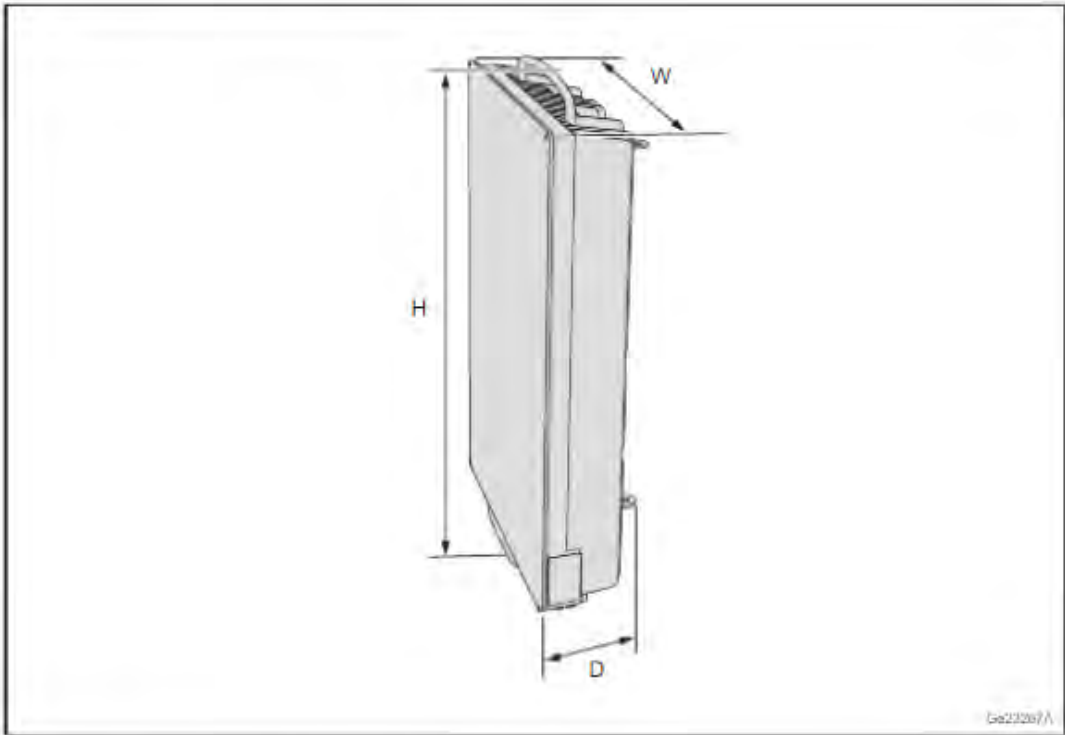


Figure 2 AIR Unit Dimensions

Table 7 AIR Unit Dimensions

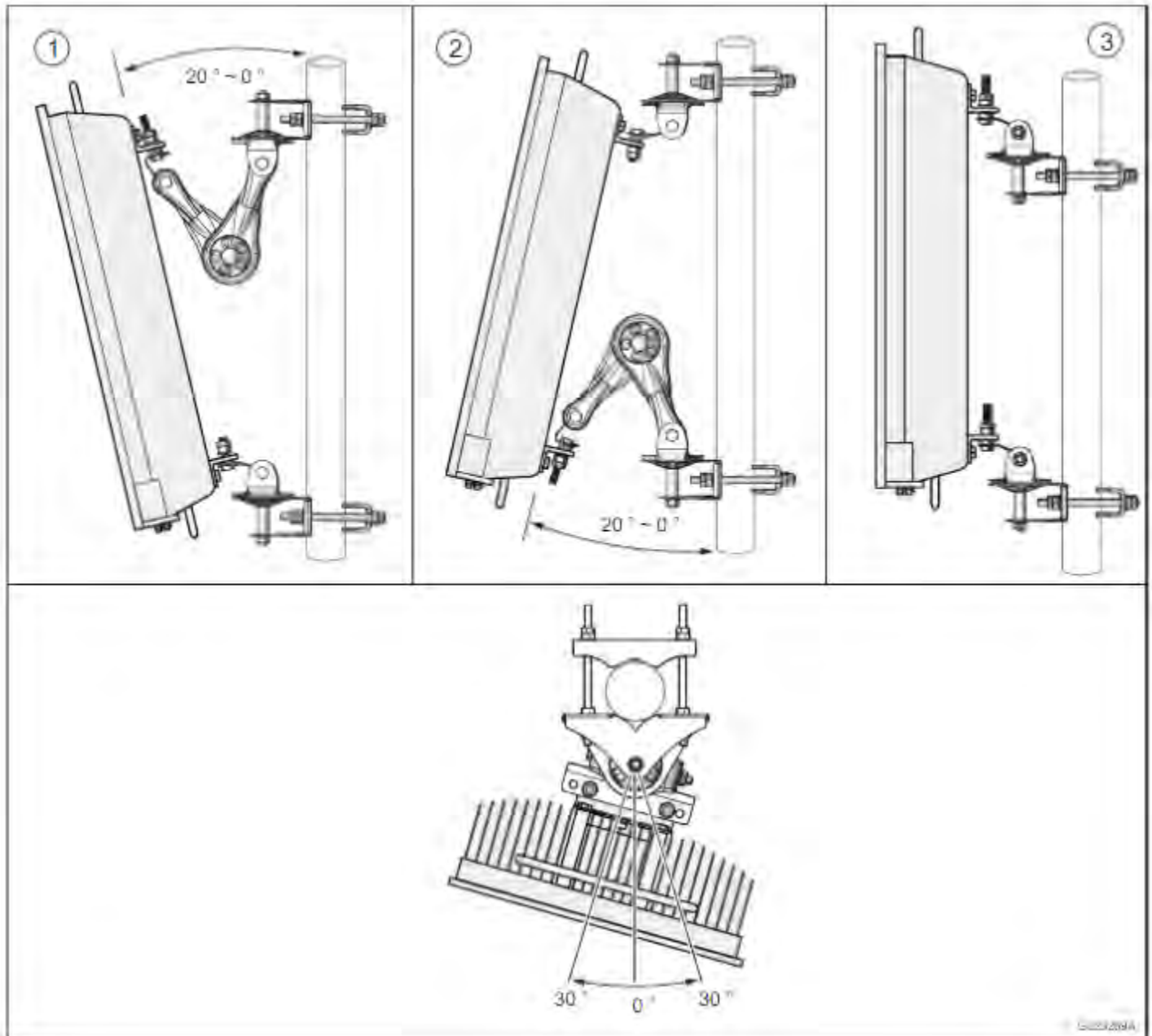
AIR Unit Type	Height (H) × Width (W) × Depth (D)
AIR 6419 B42	790 × 408 × 186 mm ⁽¹⁾

(1) Dimensions without protrusions: 717 × 408 × 140 mm

Table 8 AIR Unit Weight

AIR Unit Type	Unit Weight ⁽¹⁾	Mounting Kit Weight	
		SXK 109 2015/1	SXK 109 2016/1
AIR 6419 B42	19 kg	4.4 kg	5.2 kg

(1) The weight is given with ±5% accuracy.



AIR Unit Parts

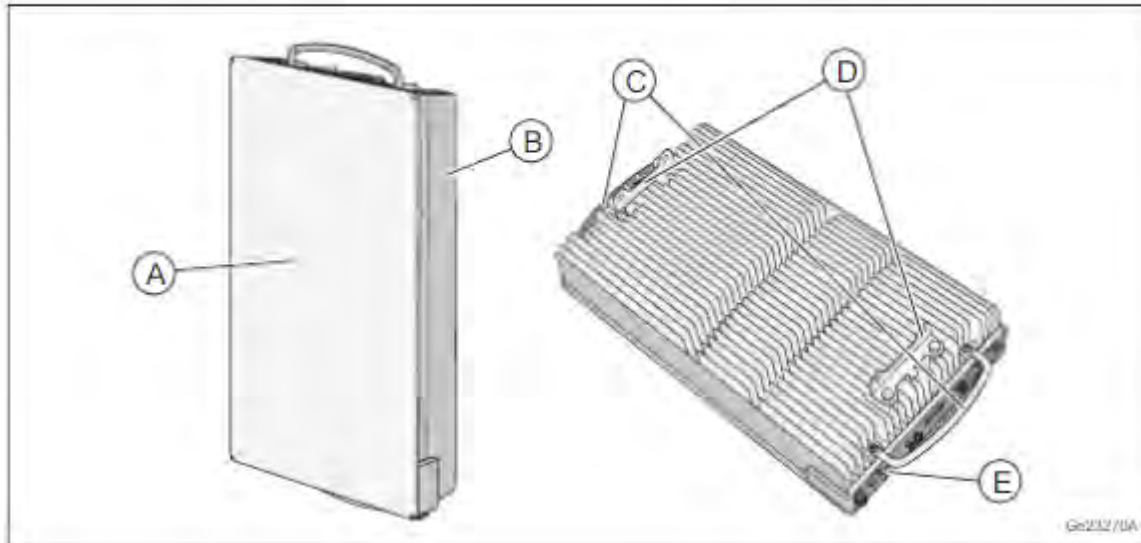
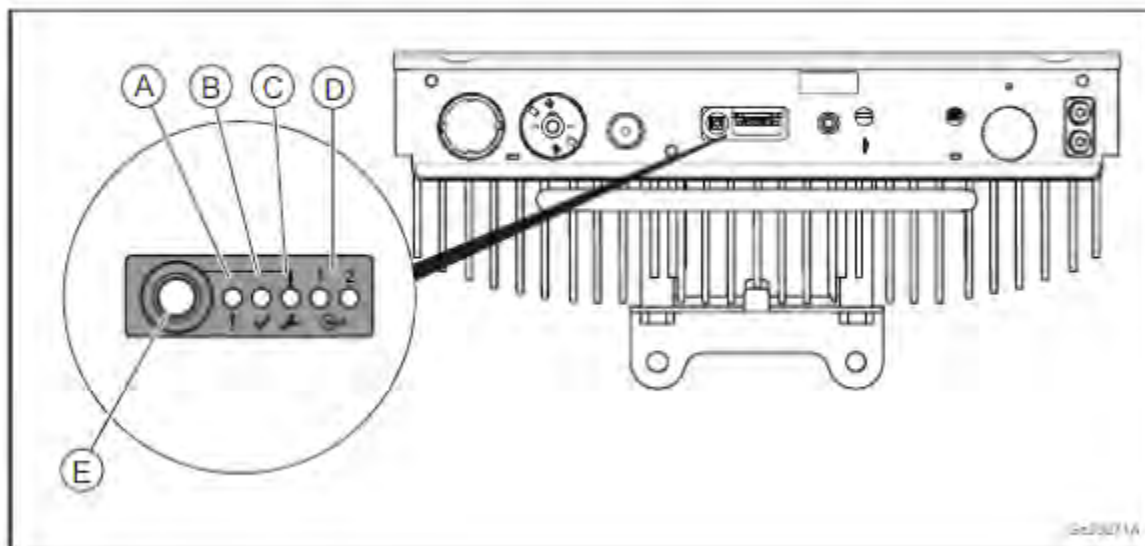


Figure 6 AIR Unit Parts

Table 16 AIR Unit Parts

Position	Component
A	Radome
B	Cooling fins
C	Handles
D	L-shape brackets
E	Connection interfaces

Note: The AIR unit has no maintenance button.



Required Installation Equipment

Table 1 Mounting Kit

Mounting Kit	Product Name	Product Number
Swivel mounting kit	Wall and Pole clamp no tilt with azimuth	SXK 109 2015/1
Tilt and swivel mounting kit	Wall and Pole clamp with tilt and azimuth	SXK 109 2016/1

For more information, see [Site Installation Products Overview](#).

30RE0ZK

30 kW Generator



KOHLER.
IN POWER. SINCE 1920.

LEGENDARY KOHLER QUALITY
FOR SMALL SPACES

LEGENDARY KOHLER QUALITY FOR SMALL SPACES

COMPACT FOOTPRINT

Our 76.5" x 32" rectangular footprint is specially designed for cell tower site applications.

QUIET PERFORMANCE

Our sound enclosure delivers a sound performance of 65 dBA— which is among the quietest available.

RELIABLE POWER

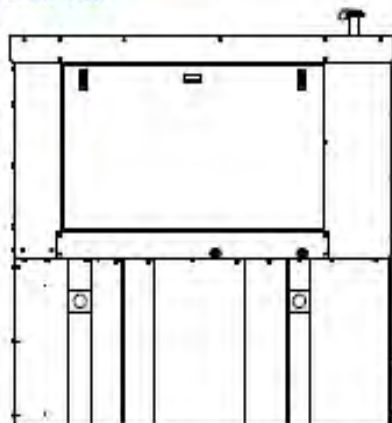
Our direct engine/alternator design eliminates the possibility of generator failure due to improper adjustment or belt breakdowns.

SINGLE-SIDE SERVICE

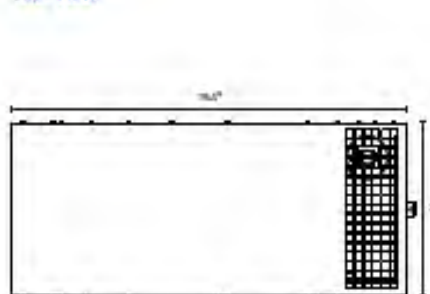
Maintenance is easy. All frequently serviced touch points are located on a single side and accessible by an easy-to-remove lift off door.

30RE0ZK

Front View



Top View



MODEL	30RE0ZK	
FUEL TYPE	Diesel	
ENGINE MAKER	Kohler KDI	
OPERATING SPEED	(rpm)	1800
CONTROLLER	Kohler Decision-Maker 8000	
VOLTAGE	120/240 1 Phase	
TANK GALLON/48 HRS @ FULL LOAD	208	
TANK*	Standard, Double Wall	
OVERALL DIMENSIONS	L x W x H (in)	76.5 x 32.0 x 47.0
WEIGHT	(lbs)	1100
PEOPLESFT NUMBER	21099077	

*Alternative tank sizes, static tanks and 3 phase models available.

KOHLER.
IN POWER. SINCE 1920.

KOHLERPOWER.COM

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Site Number: FL28542-S
Site Name: WM 1224 Creighton Rd
Proposed Monopole

2650 Creighton Rd
Pensacola, FL 32504
(Escambia County)





Photo facing North toward the proposed tower location from the Walmart parking lot



Photo facing North toward the proposed tower location from the Walmart parking lot



Photo facing West toward the proposed tower locations from the N 9th Ave



Photo facing West toward the proposed tower locations from the N 9th Ave



Photo facing South toward the proposed tower locations from Tamara Dr



Photo facing South toward the proposed tower locations from Tamara Dr



Photo facing East toward the proposed tower locations from Tippin Ave



Photo facing East toward the proposed tower locations from Tippin Ave



Air Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Aeronautical Study No.
 2022-ASO-46403-OE

Issued Date: 06/12/2023

Clinton Papenfuss
 SBA Towers
 8051 Congress Avenue
 Boca Raton, FL 33487-1310

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower FL28542-S
Location:	Pensacola, FL
Latitude:	30-29-51.52N NAD 83
Longitude:	87-11-28.29W
Heights:	103 feet site elevation (SE)
	107 feet above ground level (AGL)
	210 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
 X Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 12/12/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

months of the date of this determination . In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (404) 305-6337, or nick.goodly@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-ASO-46403-OE.

Signature Control No: 565701725-589965613

(DNE)

Nick Goodly
Technician

Attachment(s)
Additional Information
Case Description
Frequency Data
Map(s)

cc: FCC

EXHIBIT N2

For 2496-2690 MHz: No Objection with provision that upon receipt of notification from the Federal Aviation Administration (FAA) or Federal Communications Commission (FCC) that harmful interference is being caused by the licensee's (permittee's) transmitter, the licensee (permittee) shall either immediately reduce the power to the point of no interference, cease operation, or take immediate corrective action as is necessary to eliminate the harmful interference. All other frequencies, No Objection with provision that upon receipt of notification from the Federal Aviation Administration (FAA) or Federal Communications Commission (FCC) that harmful interference is being caused by the licensee's (permittee's) transmitter, the licensee (permittee) shall either immediately reduce the power to the point of no interference, cease operation, or take immediate corrective action as is necessary to eliminate the harmful interference.

roposed new construction. If lighting is required, request red lights on top only.

equency Data for ASN 2022-ASO-46403-OE

LOW REQUENCY	HIGH REQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

EXHIBIT N5





ail Proce ing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2023-ASO-20988-OE

Issued Date: 09/25/2023

Clinton Papenfuss
SBA Towers
8051 Congress Avenue
Boca Raton, FL 33487-1310

****DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Mobile Crane FL28542-S Crane
Location:	Pensacola, FL
Latitude:	30-29-51.51N NAD 83
Longitude:	87-11-28.30W
Heights:	103 feet site elevation (SE) 122 feet above ground level (AGL) 225 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does exceed obstruction standards but would not be a hazard to air navigation provided the condition(s), if any, in this letter is (are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

****SEE ATTACHMENT FOR ADDITIONAL CONDITION(S) OR INFORMATION****

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

is determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Air Missions (NOTAM).

If you have any questions, please contact our office at (404) 305-6462, or mike.blaich@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-ASO-20988-OE

Signature Control No: 590972988-600088569

(TMP)

Michael Blaich
Specialist

Proposal: To construct and/or operate a(n) Mobile Crane to a height of 122 feet above ground level, 225 feet above mean sea level.

Location: The structure will be located 1.47 nautical miles north of PNS Airport reference point.

Part 77 Obstruction Standard(s) Exceeded and Aeronautical Impacts, if any:

Based on this aeronautical study, the structure would not constitute a substantial adverse effect on aeronautical operations or procedures because it will be temporary. The temporary structure would not be considered a hazard to air navigation provided all of the conditions specified in this determination are strictly met.

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, flags/red lights-Chapters 3(Marked),4,5(Red),14(Temporary),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Air Missions (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that the manager of PENSACOLA INTL, (850) 436-5000 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site.

It is required that the manager of Pensacola Int'l ATCT at 850-266-6933 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site. Additionally, please provide contact information for the onsite operator in the event that Air Traffic Control requires the temporary structure to be lowered immediately.

This determination expires on 03/25/2025 unless extended, revised, or terminated by the issuing office.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

NS = Pensacola International Airport
AGL = Above Ground Level
AMSL = Above Mean Sea Level
NM = Nautical Miles
ARP = Airport Reference Point
RWY = Runway
IFR = Instrument Flight Rule

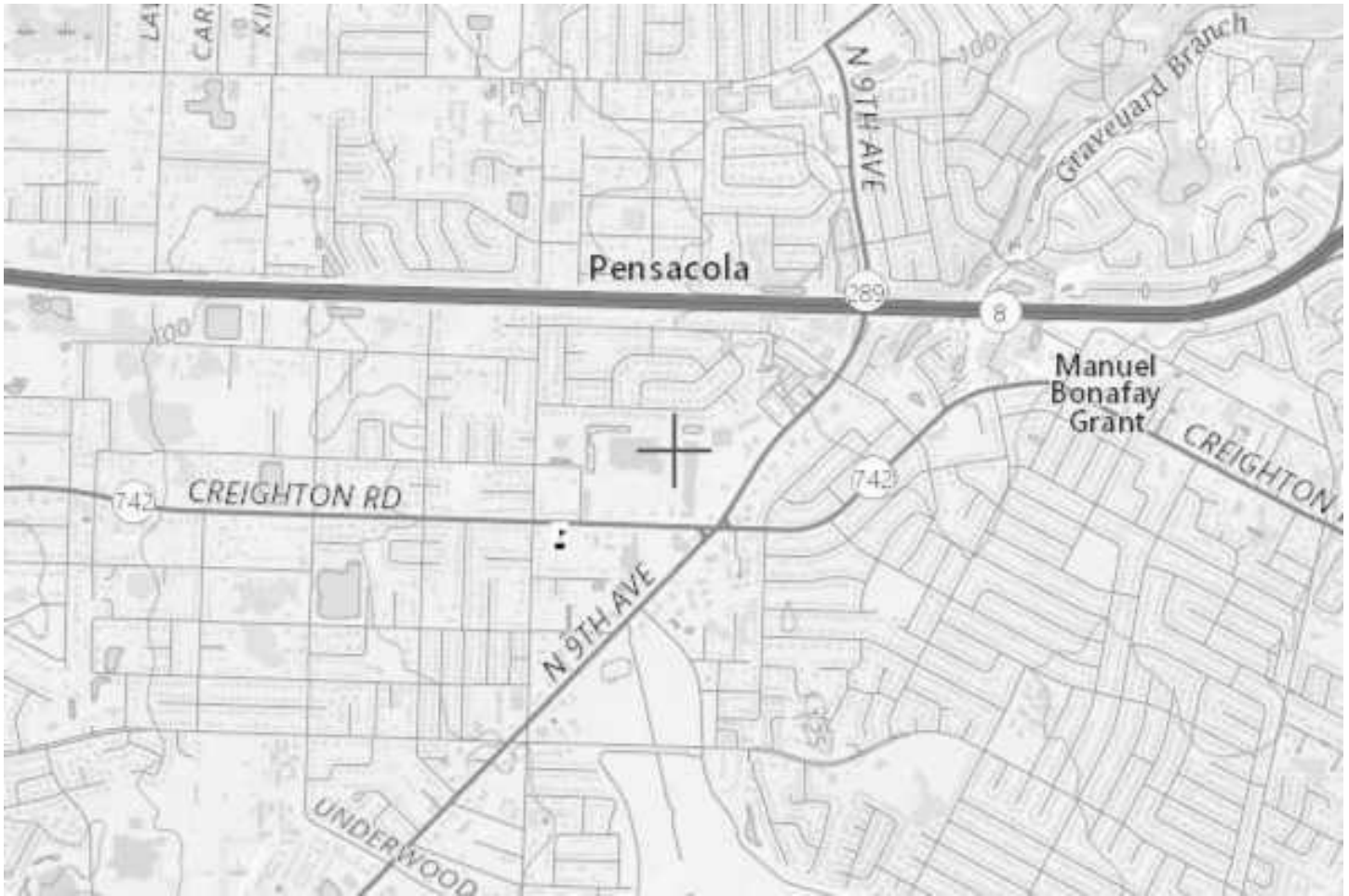
To use a Temporary Mobile Crane to a height of 122 feet AGL, 225 feet AMSL, would be located approximately from 1.47 NM north of the PNS ARP, Pensacola, FL. The proposed temporary crane (used to build antenna tower) has been identified as an obstruction under the standards of Title 14, Code of Federal Regulations (CFR), Part 77 as follows:

Section 77.17 (a) (5): The surface of a takeoff and landing area of an airport or any imaginary surface established under 77.19, 77.21, or 77.23. However, no part of the takeoff or landing area itself will be considered an obstruction.

Section 77.19 (d) PNS: Approach Surface. A surface horizontally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. An approach surface is applied to each end of each runway based upon the type of approach available or planned for that runway end. The proposal would exceed RWY 17 Approach Surface by 3 feet.

The temporary crane does not constitute substantial adverse effect because the equipment would be temporary and would not be a hazard to air navigation provided the conditions are strictly met.

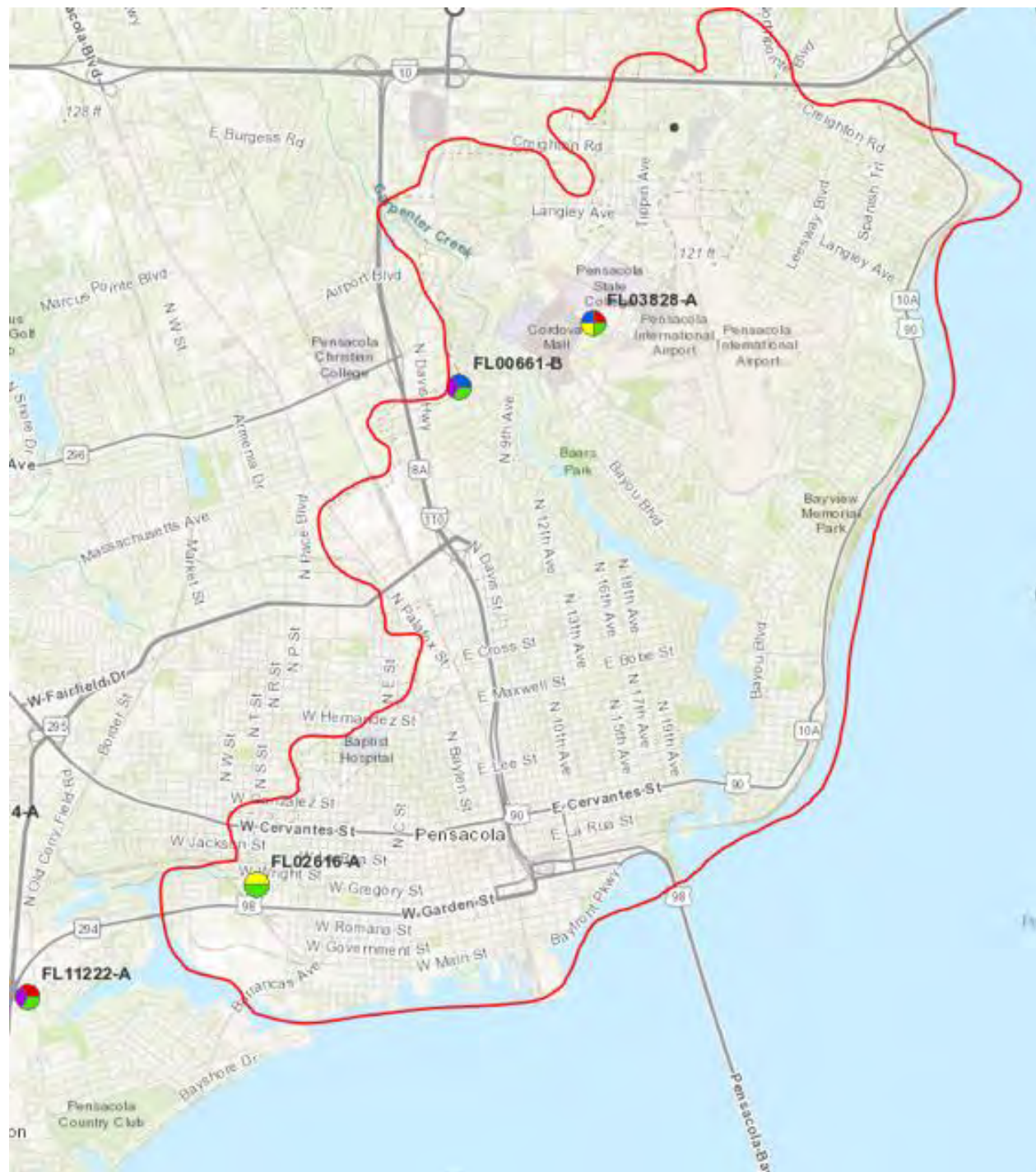
No IFR Effect (no approach or departure minimums would be raised).





Map / Inventory of SBA existing towers

- 1) within the jurisdiction of the city of Pensacola and
- 2) within one mile of the border thereof



- The following info include:
- 1- location,
 - 2- height and
 - 3- design (including the number of antenna arrays the tower is designed to support),
 - 4- the number currently carriers on each tower.

Within the jurisdiction

FL00661-B (East Pensacola)

Site ID Section

Site ID:	FL00661-B	Site Name:	 East Pensacola	Site Photo:
Project Name:	BellSouth FL	Site State*:	[FL] Florida	
User Project #:	99999	Site Type:	(B) - Built to Suit (BTS)	
Transaction Name:	-----	Internal ID:	5716	
Company*:	 SBA Sites, LLC	Joint Venture:	-----	
TripleNet:	-----	DNM Reason:		
Do Not Market:		Original SiteID:		
Is Relo:	No			
Marketing Slick		Competitor Map		

Main Section

Site Summary

Site ID:	FL00661-B	Site Name:	East Pensacola
Status:	Owned / Active	Company:	SBA Sites, LLC
Project:	BellSouth FL	User Project #	99999

Main Structure Section

Internal ID:	709	Tower Type:	 Monopole
Latitude:	 30° 28' 8.6500" [30.469069]	Tower Height (AGL) [ft]:	 151 [46 m]
Longitude:	 -87° 13' 12.2000" [-87.220056]	Structure Height w/ Appur [ft]:	 159 [48 m]
Survey Date:	 3/9/1997	Ground Elevation (GE) [ft]:	 86 [26 m]
Coordinate Source:	2C Survey	Total AMSL [ft]:	245
Lighting Type:	Medium Dual	Date Removed:	
Date Built:	 7/6/1998		
Verification:	 -----		

Site Summary

Site ID:	FL00661-B	Site Name:	East Pensacola
Status:	Owned / Active	Company:	SBA Sites, LLC
Project:	BellSouth FL	User Project #	99999

Main Property Section

Internal ID:	709	Address:	☐ 548-1 Royce Street
Property Status:	☐ Perpetual Easement	City:	☐ Pensacola
Property Size(Leased Area):	☐ Approx 2,116 sq ft	State:	FL
Access Hours:	24 / 7	Zip Code:	☐ 32503-2442
Land Purchase Price:	☐	County:	☐ Escambia
Actual Land Purchase Date:		Land Purchase Status:	Signed Easement
Property Tax ID:	☐	Underlying Property Type:	☐ -----
911 Verified:	☐	Waiver Of Subrogation:	-----
Additional Insured:	-----		

>> 2 active tenants on tower

[FL03828-A \(Cordova\)](#)**Site ID Section**

Site ID:	FL03828-A	Site Name:	☐ Cordova	Site Photo:	
Project Name:	-----	Site State*:	[FL] Florida		
User Project #:		Site Type:	(A) - Acquired		
Transaction Name:	GeoNet Properties Inc.	Internal ID:	10241		
Company*:	☐ SBA Properties, LLC	Joint Venture:	-----		
TripleNet:	-----	DNM Reason:			
Do Not Market:	☐	Original SiteID:			
Is Relo:	No	Marketing Slick	Competitor Map		

Main Section

[FL03828-A \(Cordova\)](#) > [Candidate 1*](#) > [Property 1](#) > [Structure 1](#)

Site Summary

Site ID:	FL03828-A	Site Name:	Cordova
Status:	Owned / Active	Company:	SBA Properties, LLC
Transaction:	GeoNet Properties Inc.		

Main Structure Section

Internal ID:	4262	Tower Type:	 Monopole
Latitude:	 30° 28' 33.8000" [30.476056]	Tower Height (AGL) [ft]:	 152 [46 m]
Longitude:	 -87° 12' 10.5900" [-87.202942]	Structure Height w/ Appur [ft]:	 156 [48 m]
Survey Date:	 6/8/2000	Ground Elevation (GE) [ft]:	 86 [26 m]
Coordinate Source:	2C Survey	Total AMSL [ft]:	242
Lighting Type:	Medium Dual	Date Removed:	
Date Built:	 9/10/1999		
Verification:	 THV		

Site Summary

Site ID:	FL03828-A	Site Name:	Cordova
Status:	Owned / Active	Company:	SBA Properties, LLC
Transaction:	GeoNet Properties Inc.		

Main Property Section

Internal ID:	4049	Address:	 2109 Airport Blvd.
Property Status:	 Owned	City:	 Pensacola
Property Size(Leased Area):		State:	FL
Access Hours:	24 / 7	Zip Code:	 32504-8917
Land Purchase Price:		County:	 Escambia
Actual Land Purchase Date:		Land Purchase Status:	-----
Property Tax ID:		Underlying Property Type:	 -----
911 Verified:		Waiver Of Subrogation:	-----
Additional Insured:	-----		

>> 4 active tenants on tower

[FL02616-A \(Bayou Chico\)](#)
Site ID Section

Site ID:	FL02616-A	Site Name:	 Bayou Chico
Project Name:	-----	Site State*:	[FL] Florida
User Project #:		Site Type:	(A) - Acquired
Transaction Name:	Southern Linc	Internal ID:	9018
Company*:	 SBA Towers, LLC		
TripleNet:	-----	Joint Venture:	-----
Do Not Market:		DNM Reason:	
Is Relo:	No	Original SiteID:	
Marketing Slick		Competitor Map	

Site Photo:


Main Section
Site Summary

Site ID:	FL02616-A	Site Name:	Bayou Chico
Status:	Owned / Active	Company:	SBA Towers, LLC
Transaction:	Southern Linc		

Main Structure Section

Internal ID:	2965		
Latitude:	 30° 24' 52.2100" [30.414503]	Tower Type:	 Self Support
Longitude:	 -87° 14' 44.8800" [-87.245800]	Tower Height (AGL) [ft]:	 225 [69 m]
Survey Date:	 12/16/1999	Structure Height w/ Appur [ft]:	 239 [73 m]
Coordinate Source:	2C Survey	Ground Elevation (GE) [ft]:	 10 [3 m]
Lighting Type:	Medium Dual	Total AMSL [ft]:	249
Date Built:		Date Removed:	
Verification:	 -----		

Site Summary

Site ID:	FL02616-A	Site Name:	Bayou Chico
Status:	Owned / Active	Company:	SBA Towers, LLC
Transaction:	Southern Linc		

Main Property Section

Internal ID:	2824	Address:	☐ 106 North S Street
Property Status:	☐ Ground Lease	City:	☐ Pensacola
Property Size(Leased Area):	☐ 90 x 90	State:	FL
Access Hours:	24 / 7	Zip Code:	☐ 32505-7929
Land Purchase Price:	☐	County:	☐ Escambia
Actual Land Purchase Date:		Land Purchase Status:	----
Property Tax ID:	☐ 00-05-00-9090-004-143	Underlying Property Type:	☐ ----
911 Verified:	☐ 10/18/2021	Waiver Of Subrogation:	----
Additional Insured:	----		

>> 3 active tenants on tower

Within one mile of the border thereofFL11222-A (Navy 2 FL)**Site ID Section**

Site ID:	FL11222-A	Site Name:	☐ Navy 2 FL	Site Photo:	
Project Name:	----	Site State*:	[FL] Florida		
User Project #:		Site Type:	(A) - Acquired		
Transaction Name:	TowerCo, LLC	Internal ID:	30845		
Company*:	☐ SBA Towers II LLC	Joint Venture:	----		
TripleNet:	----	DNM Reason:			
Do Not Market:	☐	Original SiteID:			
Is Relo:	No				
Marketing Slick		Competitor Map			

Main Section

Site Summary

Site ID:	FL11222-A	Site Name:	Navy 2 FL
Status:	Owned / Active	Company:	SBA Towers II LLC
Transaction:	TowerCo, LLC		

Main Structure Section

Internal ID:	23051	Tower Type:	☐ Monopole
Latitude:	☐ 30° 24' 7.8940" [30.402193]	Tower Height (AGL) [ft]:	☐ 119 [36 m]
Longitude:	☐ -87° 16' 29.8330" [-87.274954]	Structure Height w/ Appur [ft]:	☐ 127 [39 m]
Survey Date:	☐ 3/5/2014	Ground Elevation (GE) [ft]:	☐ 30 [9 m]
Coordinate Source:	2C Survey	Total AMSL [ft]:	157
Lighting Type:	No Lights Required	Date Removed:	
Date Built:	☐ 11/21/2006		
Verification:	☐ THV		

Site Summary

Site ID:	FL11222-A	Site Name:	Navy 2 FL
Status:	Owned / Active	Company:	SBA Towers II LLC
Transaction:	TowerCo, LLC		

Main Property Section

Internal ID:	23180	Address:	☐ 511S. OLD CORRY FIELD RD
Property Status:	☐ Perpetual Easement	City:	☐ Pensacola
Property Size(Leased Area):	☐	State:	FL
Access Hours:	-----	Zip Code:	☐ 32507
Land Purchase Price:	☐	County:	☐ Escambia
Actual Land Purchase Date:		Land Purchase Status:	Signed Easement
Property Tax ID:	☐	Underlying Property Type:	☐ -----
911 Verified:	☐	Waiver Of Subrogation:	-----
Additional Insured:	-----		

>> 2 active tenants on tower

Proprietary and Confidential to SBA

Tower Structures Lease Agreement

This Tower Structures Lease Agreement, hereinafter referred to as "Lease", is made the last day executed below ("Effective Date") by and between Wal-Mart Stores East, LP, a Delaware limited partnership, having an address of 2608 SE J Street, Bentonville, Arkansas 72716, hereinafter referred to as "Walmart", and SBA Towers X, LLC, a Delaware limited liability company, having an office at 8051 Congress Avenue, Boca Raton, Florida 33487-1307, hereinafter referred to as "SBA."

1. Leased Space and Premises. Walmart shall lease, and hereby leases, to SBA approximately 2,400 (60' x 40') square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 2650 Creighton Road, Pensacola, Florida 32504, Property Parcel ID: 101S292301000010 with the legal description set forth in Exhibit B attached hereto ("Premises"). Walmart also hereby grants to SBA the right to survey the Leased Space at SBA's cost. The Leased Space legal and access and utility easements set forth in the survey will replace Exhibit A after review and approval by Walmart, in Walmart's sole and absolute discretion. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a communications tower or pole, antennas, cables, and related structures and improvements (collectively the "Structures"), including the uses as permitted and described in Section 10 of this Lease and for any other purpose with Walmart's prior written consent, in Walmart's sole and absolute discretion. The location of the Leased Space shall be depicted in the drawings, plans, or specifications (the "Plans") which shall be submitted by SBA to Walmart prior to commencement of initial construction or installation at the Premises. Such Plans shall include drawings and other depictions which set forth in detail where the Structures (other than those of SBA's Sublessees (defined below)) will be located on the Leased Space, including, but not limited to, the location of the Structures to be installed or deployed, descriptions of the Structures to be installed or deployed, the total square footage to be included in the Leased Space, the access point or points to the Leased Space, and proposed penetrations to any part of the Leased Space. Walmart shall have thirty (30) days after receipt of the Plans to review and approve such or to request specific revisions based upon Walmart's concerns. In the event Walmart requests revisions to the Plans, the Parties agree to work together in good faith to mutually revise the Plans in a commercially reasonable timeframe, and Walmart shall have an additional thirty (30) days after receipt of the revised Plans to review and approve such. If Walmart fails to respond within such thirty (30) days and fails to notify SBA that it needs additional time to review and approve the Plans, then SBA may request that Walmart promptly review the Plans. Following notification by Walmart that the Plans have been approved, SBA may proceed with initial construction or installation of the Structures, as depicted on the final, approved Plans. No work on the initial installation or construction of the Structures may commence at the Premises unless approved by Walmart. If Walmart does not respond to the Plans or any revisions thereto within sixty (60) days after its first receipt of the Plans, the Plans shall be deemed rejected.

2. Term. The initial term of this Lease will be ten (10) years (the "Initial Term") from the "Commencement Date" specified below, and shall automatically renew for up to two (2) additional terms of five (5) years each (each a "Renewal Term"), and collectively with the Initial Term are referred to hereinafter as the "Term") unless SBA notifies Walmart of its intention not to renew prior to commencement of the succeeding Renewal Term.

3. Rent. The rent for the Initial Term of this Lease shall be a percentage, as set forth in the rent table ("Rent Table") below, of Rental Revenue (as defined in the Wireless Monetization and Right to Lease Agreement) received from the use of the Structures of Leased Space by Sublessees, including any incidental rental charges such as equipment modification charges ("Rent"). Such Rent shall begin with the first (1st) Sublessee using the Structures or the Leased Space, including but not limited to Commercial Mobile Service providers such as AT&T, Verizon, T-Mobile and Sprint ("Sublessees").

Rent Table:

Tenant #	Rental Revenue Share Amount/Rent	Bonus Payment*
1		
2		
3 and subsequent		

*Each of the bonus payments for the second and third Sublessees set forth in the above Rent Table is payable to Walmart upon

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Site Name: WM 1224 Creighton Road
 Site No.: FL28542-S
 Land Lease 8/2019



4831-0421-5758.3

the first payment received by SBA from the applicable Sublessee. These percentages shall be adjusted in case one of the Sublessees uninstalls from the Structures. For example, if the first Sublessee uninstalls, the second Sublessee shall become and be considered the first Sublessee for purposes of calculating the payment due to Walmart.

SBA will pay Rent to Walmart at the place as Walmart designates to SBA in writing. All Rent contained herein shall be payable one month in arrears. SBA shall provide Walmart with a summary report listing the Sublessees utilizing the Structures or the Leased Space and the Sublessees' monthly rent, with Walmart's monthly Rent transmission. SBA is entitled to withhold payment of Rent until such time as SBA receives a completed W-9 form from Walmart, setting forth the Federal tax identification number of Walmart or the person or entity to whom the Rent checks are to be made payable as directed in writing by Walmart. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow SBA to comply with applicable legal requirements. Rent not received by Walmart within sixty (60) days following the due date, absent a good faith dispute between the parties, shall be subject to a late penalty [REDACTED]. If SBA is unable to collect payment from a Sublessee, SBA shall only be liable to remit Rent to Walmart for such Sublessee (i) if the Sublessee fails to remit payment to SBA and the reason the Sublessee failed to remit payment to SBA is that SBA is in breach of its agreement with Sublessee for reasons of negligence or willful misconduct or (ii) if Lessee fails, absent a commercially reasonable basis, to diligently pursue its rights and remedies for non-payment by the Licensee.

4. Ingress and Egress.

4.1 Access and Utility Easements. Walmart hereby grants to SBA easements (the "Easements") for ingress, egress, regress and parking of vehicles (including trucks and heavy machinery) over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, fiber and power lines, in connection with its use of the Leased Space, the location and configuration of which is shown on Exhibit A attached hereto and shall be shown on the survey that replaces Exhibit A pursuant to Section 1 above. The term of these Easements will commence upon the Commencement Date and will continue until the last to occur of (i) expiration of the Initial Term or Renewal Term, or (ii) removal by SBA of all of the Structures, and any other property from the Leased Space after expiration of the Initial Term or Renewal Term. The Easements shall be included in any recorded Memorandum (as hereinafter defined) of this Lease. In addition, at SBA's request and expense, these Easements will be set forth in a separate easement agreement (the "Easement Agreement") which Walmart and SBA agree to execute and which SBA will have recorded as an encumbrance on the property of Walmart. In all events, the Easements and this Lease shall be binding upon all subsequent owners, successors and assigns of the Premises.

4.2 Relocation of Easements. SBA agrees that Walmart may, at Walmart's expense, relocate the above described Easements to another comparable location on the Premises provided that: (a) SBA receives no less than forty-five (45) days prior written notice thereof; (b) SBA's access and beneficial use and enjoyment of the Leased Space are not interrupted, obstructed or materially affected; and (c) the utility services to the Leased Space are not interrupted.

4.3 Temporary Construction Easement. In the event that SBA from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by SBA for work at the Leased Space, Walmart will grant to SBA a temporary construction easement over such portion of the Premises as is reasonably necessary for such work, in the form of the Temporary Construction Easement attached hereto as Exhibit C.

5. Title and Quiet Possession. Walmart represents and covenants that Walmart owns the Leased Space and the Premises (including the property that is subject to the Easements) in fee simple terms, free and clear of all liens, encumbrances and restrictions that would materially impact Walmart's ability to perform its obligations hereunder.

Walmart represents and warrants to SBA that Walmart has the full right, power and authority to enter into this Lease and that SBA will have quiet and peaceful possession of the Leased Space and the Easements throughout the Term.

6. Subordination, Non-disturbance and Attornment. SBA agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all

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present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing, in a form reasonably acceptable to SBA, that SBA's possession of the Leased Space will not be disturbed so long as SBA will continue to perform its duties and obligations under this Lease and SBA's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. SBA agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, SBA's possession of the Leased Space will not be disturbed so long as SBA will continue to perform its duties and obligations under this Lease.

SBA may from time to time grant to certain lenders selected by SBA and its affiliates (the "Lenders") a lien on and security interest in SBA's interest in this Lease and all assets and personal property of SBA located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Walmart hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Walmart may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Walmart's assets. Should Lender exercise any rights of SBA under this Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease, Walmart agrees to accept such exercise of rights by Lenders as if same had been exercised by SBA, and Walmart, by signing below, confirms its agreement with this provision. If there shall be any default by SBA under this Lease, Walmart shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to SBA under this Lease to cure such default, prior to terminating this Lease. This Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without prior written notice from Walmart to Lenders, sent to the address provided to Walmart by SBA or Lenders prior to any such event requiring notice. If this Lease is terminated as a result of a SBA default or is rejected in any bankruptcy proceeding, Walmart will enter into a new lease with Lenders or their designee on the same terms as this Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this Lease. The foregoing is not applicable to normal expirations of the term of this Lease. In the event Walmart gives SBA any notice of default under the terms of this Lease, Walmart shall simultaneously give a copy of such notice to Lenders at an address to be supplied by SBA. SBA shall have the right to record a memorandum of the terms of this paragraph.

7. Governmental Approvals and Compliance. During the Term, SBA will make diligent and persistent efforts to comply with all applicable laws affecting SBA's use or occupancy of the Leased Space. SBA will not commit, or suffer to be committed, any waste on the Leased Space. The initial construction and installation of the Structures shall fully comply with the final Plans approved by Walmart. During the Term, Walmart agrees to reasonably cooperate with SBA in order to obtain the necessary permits for construction and use of the Leased Space and its Structures (including any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessees to the tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. SBA will obtain any necessary governmental licenses or authorizations required for the construction and use of SBA's intended Structures on the Leased Space and will furnish copies of same to Walmart as same are issued. If and to the extent SBA is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Walmart hereby grants SBA an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

8. Assignment and Subleasing. SBA may sublet all or part of the Leased Space without Walmart's prior written consent. However, SBA may not assign or transfer this Lease in whole or in part without Walmart's prior written consent except as permitted hereunder. Upon such assignment, SBA shall be relieved of all liabilities and obligations under this Lease. SBA may assign its rights under this Lease to an Affiliate as that term is defined in the Wireless Monetization and Right to Lease Agreement (as defined below) between the parties and to its lenders in connection with financing. Walmart may assign this Lease, in whole or in part, without the consent of SBA; provided, however, in the event such assignment is to a competitor of SBA ("Competitor"), SBA shall have a right of first refusal ("ROFR"). Walmart shall notify SBA of its intent to assign the Lease, in whole or in part, to a Competitor of SBA and SBA shall have fifteen (15) days to respond to such notice, stating its intent to exercise its ROFR. If SBA fails to respond, SBA shall be deemed to have waived its ROFR. In the event SBA elects



to exercise its ROFR, SBA shall consummate the transaction upon the same terms and conditions as proposed by the third-party offeror. The term "Competitor" as used herein means any person or entity directly or indirectly engaged in (i) owning, acquiring, operating, managing, investing in, or leasing infrastructure or real property interests involving the use of land or structures for wireless services or any purposes incidental thereto; (ii) purchasing the rental stream from agreements with wireless service providers; or (iii) providing wireless services for commercial purposes. SBA shall not circumvent the intent of this Section by assigning or transferring this Lease to a competitor of Walmart as an "Affiliate" of SBA without Walmart's consent.

9. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If To Walmart: Walmart Realty Operations
Attn. Business Analysis And Insights
2608 SE J Street
Bentonville, AR 72716

With a copy to: Walmart U.S. Legal
Attn. Realty Center of Expertise
2608 SE J Street
Bentonville, AR 72716-5560

Rent Payable to: Walmart Inc. Via Direct Deposit

To SBA: SBA Towers X, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
RE: WM 1224 Creighton Road/FL28542-S
Attn: Site Administration
Phone # [REDACTED]

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to SBA under the terms of this Lease, Walmart shall deliver a copy of such notice to Lenders at an address to be provided by SBA.

10. SBA Improvements.

10.1 Permitted Improvements. All improvements on the Leased Space including any improvements necessary for the initial construction and operation of the Structures (other than those of SBA's Sublessees) shall be in accordance with the final approved Plans. SBA will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All SBA's improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of SBA. The Structures may be used for the transmission, reception and relay of communication signals and/or data, including, without limitation, radio frequency signals, subject to paragraph 10.3 below.

10.2 Removal of Improvements. Upon termination of this Lease, within ninety (90) days following such termination, SBA shall restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages, including removal of the foundation, footings, or any other improvements below the surface to three (3) feet

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below grade. SBA shall properly cut, cap, and secure all cable, wiring, sleeving, or conduit and shall restore any sod, trees, or other vegetation that were removed from the Leased Space by SBA. In the event SBA does not remove the Structures or other improvements in accordance with this paragraph, Walmart shall have the right to remove and dispose of such improvements without further notice to SBA and shall be entitled to seek reimbursement and any other legal or equitable remedies against SBA. Walmart shall have no obligation to store any equipment or improvements of SBA.

10.3 Interference Created by Improvements. SBA agrees that it shall install and shall require that its Sublessees install only equipment of the type and frequency that will not cause interference to any systems utilized by Walmart at the Premises or the wireless equipment of Walmart, its employees, guests and other invitees, or other existing tenants of Walmart at the Premises. If SBA or a Sublessee installs any such equipment at the Premises that causes a material disruption, interference, or interruption in violation of this Section, SBA or its Sublessee shall take all commercially reasonable steps necessary to correct and eliminate the interference. If SBA or its Sublessee is not able to remedy such non-critical (in relation to "Critical Interference" which is defined below) disruption, interference, or restriction within a commercially reasonable time, not to exceed seventy two (72) hours after Walmart provides written notice(which may be by email) to SBA, of such disruption, interference, or interruption, despite diligent efforts by SBA and its Sublessee to remedy the interference and the reasonable cooperation of Walmart, then SBA or Sublessee shall power down the interfering equipment until such time as the corrective action has been implemented and the disruption, interference, or restriction has been eliminated, provided that SBA or Sublessee may power up such equipment for intermittent testing. Notwithstanding the foregoing, if equipment or devices installed or utilized by SBA or a Sublessee cause Critical Inference, Walmart shall have the right to require that SBA and its Sublessee immediately power down the equipment or devices until such time as the corrective action has been implemented and the interruption has been corrected. For purposes of this Section, "Critical Interference" shall mean interference which causes a material disruption to the operation of Walmart's business at the Premises, including, but not limited to, interruption to Walmart's point of sale machines or security system.

10.4 SBA shall ensure that each agreement with a Sublessee requires the Sublessee to comply with all terms and conditions applicable to such Sublessee as set forth in this Lease. Lessee shall not voluntarily terminate or modify any agreement with a Sublessee which affects any financial term of the agreement in a negative manner (i.e. a decrease in rent or the term), without the consent or approval of Lessor. Lessee may make any other modifications to an agreement with a Sublessee, which may include positive financial modifications (i.e. an increase in rent or the term), without the consent or approval of Lessor, provided that such does not violate the terms or requirements of this Agreement.

11. Insurance.

11.1 Walmart Required Insurance. Walmart, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Premises, having limits not less than One Million Dollars (\$1,000,000) Walmart shall be entitled to fulfill any insurance requirements by self-insurance.

11.2 SBA Required Insurance. SBA, at all times during the Term of this Agreement and at its own cost, shall secure and maintain in force the following insurance coverage, from insurers having a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, authorized to do business in the states where the applicable Premises is located:

- i. Commercial general liability insurance written on an occurrence bases to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, contractual coverage, broad form property damage, independent contractor's coverage limits of liability with Limits of liability not less than \$10,000,000 general aggregate, \$5,000,000 products/completed operations aggregate, \$5,000,000 each occurrence in respect of bodily injury, death, and damage to property;

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- ii. Business automobile liability insurance covering all owned, hired and non-owned private passenger autos and commercial vehicles with limits of liability not less than \$5,000,000 each occurrence, \$10,000,000 aggregate; and
- iii. Workers' Compensation insurance in amounts required by applicable law and Employer's Liability insurance with a limit of liability not less than \$5,000,000.00 per occurrence and \$10,000,000.00 aggregate.

SBA shall name Walmart and its affiliates and subsidiaries as additional insureds on the policy or policies providing the above listed coverages. Upon request by Walmart, SBA shall deliver to Walmart industry standard certificate or certificates of insurance, evidencing the existence of such insurance coverage and naming Walmart and its affiliates and subsidiaries as additional insureds.

SBA shall provide thirty (30) days prior written notice to the Walmart of any cancellation of such policy. Any insurance required to be provided by SBA may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by SBA provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance. The insurance coverage amounts required of SBA in this Section 11.2 may be satisfied by a combination of primary and umbrella insurance.

12. Operating Expenses. SBA will pay for the installation of and the service fees related thereto for all water, gas, heat, light, power, telephone service, and other public utility services furnished to the Leased Space and used by SBA throughout the Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space by SBA and all activities conducted thereon by SBA. Where feasible, SBA shall arrange with appropriate utility companies to install separate metering and direct billing to SBA of utility fees.

13. Taxes. SBA will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Walmart will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space and the Premises. However, SBA will pay any increase in real property taxes levied against the Leased Space which is directly attributable to SBA's use of the Leased Space, including SBA's improvements thereon, if the Walmart furnishes proof of such increase, including reasonable supporting documentation, to SBA within one year of the tax payment due date.

14. Maintenance. SBA will maintain the Leased Space in good condition and state of repair. Except insofar as SBA is made responsible by this Lease, Walmart will maintain the Premises surrounding the Leased Space in good condition and state of repair; provided, however, SBA shall be solely responsible for any damage caused by SBA or any of its Sublessees or their respective agents, employees, or invitees.

15. Hold Harmless. SBA shall indemnify, defend, and hold Walmart harmless from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at SBA's invitation, or for damages to any person or property resulting from the actions of SBA (including damages caused by or resulting from the existence of the Structures) on the Leased Space, except to the extent the damages are caused by the willful misconduct or gross negligence of Walmart. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by SBA will be so installed, kept, stored or maintained at the risk of SBA; provided, however Walmart will be responsible for, and agrees to hold SBA harmless from, any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Premises or Leased Space arising out of the willful misconduct or gross negligence of Walmart. Walmart will not be responsible for any loss or damage to equipment owned by SBA which might result from tornadoes, lightning, wind storms, or other Acts of God.

Waiver of Consequential Damages.

EXCEPT FOR FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, OR ANY OF THE OTHER PARTY'S RESPECTIVE AGENTS, REPRESENTATIVES,

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00372074 - v1

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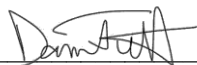
NOTE:

PAGES #7 THRU #13 OF ORIGINAL LEASE AGREEMENT HAVE BEEN OMITTED FOR DOCUMENT BREVITY AND RELEVANCE TO AUTHORITY GRANTED BY WAL-MART TO SBA TOWERS X, LLC TO FILE A LAND USE/GOVERNMENTAL APPLICATION AND OBTAIN APPROVAL ON THEIR BEHALF. THE FULL DOCUMENT CAN BE PROVIDED UPON REQUEST.

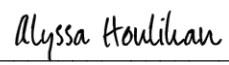
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

WALMART:

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: 
Print Name: Damian Tutt

SBA: SBA TOWERS X, LLC,
a Delaware limited liability company

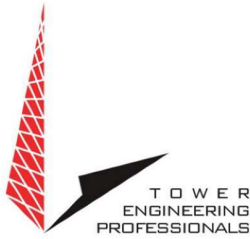
By: 
Print Name: Alyssa Houlihan

Title: Sr. Director II, Realty Operations

Title: Vice President, Site Leasing

Date: December 27, 2022 | 06:14 PST

Date: November 30, 2022 | 11:38 EST



CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5596
WWW.TEPGROUP.NET

February 2, 2024

City of Pensacola, Florida
Planning and Zoning Division
Attn: Mr. Greg Harding
5th FL. Planning Services
222 W. Main Street
Pensacola, Florida 32502

Transmittal Letter

Please find attached the narrative statement with responses as requested in your December 21st email correspondence regarding our application for a 95-foot-tall monopole communication tower and related ground equipment on property currently under the ownership of Wal-Mart Stores, East LP. The property is located along the south line of Creighton Road at 2650 Creighton Road, Pensacola, FL. The parcel ID is 10-1S-29-2301-000-010 in the City of Pensacola.

Should you need any additional information or clarification regarding this request, please feel free to contact me on 336-210-9684.

Sincerely,

Harold Timmons

Harold K. Timmons
Site Acquisition Specialist
Tower Engineering Professionals
hktimmons@tepgroup.net

Please note that I have no authority to bind our client and the result of our negotiations are subject to approval by our client's management. This transmittal, however, is not a representation that I will present this, or any other proposal which results from our negotiations, to our client's management for final approval.

The terms and conditions set forth herein are not an offer and neither party is legally bound until a final document, which is subject to review by our client's counsel and management, has been executed by and delivered to all parties.

Sec. 12-3-107. - Conditional use permit. (AMENDED 02022024)

(d) *Standards for approval.* A conditional use may be approved by the city council only upon determination that the application and evidence presented clearly indicate that all of the following standards have been met:

(1) The proposed use shall be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map, or regulation adopted by the city council.

In regard to the City's Comprehensive Plan and its goals and objectives, references to wireless communications, its facilities as well as other forms of communication were not clearly evident. However, a relationship between WCF's, health and safety, land development and economic development does exist. In the Future Land Use portion of the plan the following goal is stated regarding economic development:

GOAL FLU-1: Maximize the use of land both from an economic standpoint, and from the standpoint of minimizing threats to the health, safety, and welfare of residents and to the continued well-being of the natural environment.

In this regard, our proposed facility works in the spirit of this goal as it will be placed on a parcel with an existing Wal-Mart facility and serves to maximize the use of the land. The placement of the facility on this property will provide reliability and allow customers and delivery personnel the ability to make calls without disruption, delay or having to deal with a network that is unreliable due to the high volume of calls managed by that network location. Nearby residents will benefit from this network upgrade as well as the volume of calls being managed in a more effective and efficient manner by the new facility. The natural environment will not be impacted in any substantial way as the site utilizes only a few specific utilities and provides no physical discharge into the environment.

The City of Pensacola's Strategic Plan states, Economic Development as one of its Priority Areas. One of the goals of this Priority Area is to *provide "Enhanced connectivity and smart growth, provide Safe, stable, neighborhoods, provide a Resilient and growing local economy and a Fiscally sustainable and cooperative governments."* The proposed WCF will enhance wireless connectivity within the community and improve communications overall. The placement of the facility on a parcel with an existing use, within an existing commercial zone is an efficient and effective use of the land and zoning. The nearby residential community will benefit from the improved communications and therefore it can be argued that safety, in a general context, within that community will be improved. The economic impact of this facility is associated with the investment in its construction, the taxes paid to local government and how it improves communications for all persons and businesses in the general vicinity.

The section of the plan that addresses the existing Airport provides an objective that relates to our proposed use. Objective T-8.1 of the Comprehensive Plan states: *The City shall enforce the Airport Land Use Regulations to prevent incompatible land use that have a potential for being hazardous to aircraft operations as well as to the persons and property on the ground in the vicinity of the incompatible land use.*

Our proposed use has been evaluated by the FAA and deemed to not violate air navigation standards as proposed. We have provided that information in our application to show that our proposal does not

present an air navigation hazard as Objective T-8.1 promotes. Our FAA evaluations and notices of hazard that have been submitted can also be viewed as promoting Section 12-11, Airport, of the Land Development Code, to ensure that airport obstructions do not intersect the airport's runway protection zones, approach surfaces, transition surfaces, horizontal surfaces, and conical surfaces.

(2) The proposed use will not adversely affect the public health, safety, or welfare.

The short answer is NO. The proposed wireless communication facility, if approved, will be another WCF's that serve communities around the country. There is nothing proposed that will cause it to function in a manner outside of the normal operation of existing WCF's. Such facilities are heavily regulated and monitored to ensure they operate within the Federally mandated allowed tolerances for human and environmental safety.

(3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses.

The proposed WCF will be located within an existing commercial zone and on a parcel with an intensive commercial retail use, Wal-Mart. The activity related to the day-to-day operation of the Wal-Mart store far outweighs anything related to the WCF. WCF's are considered to be passive uses as they are not points of destination; do not depend on visitors to function; and only require minimal maintenance by technicians traveling in passenger vehicles. The frequency is either monthly or quarterly depending upon the service provider. In regard to impact upon surrounding adjacent uses, there is none other than visibility. At 95' in height, visibility is unavoidable from certain viewpoints, however, the site produces no noise or traffic on a day-to-day basis. The distance away from the residential uses to the north is such that any noise produced by the back-up generator if needed, will be minimal given the current level of activity that takes place as part of Wal-Marts normal operations.

(4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection.

The proposed WCF will only require electric power, telecom, and fiber to operate on a day-to-day basis. The utilities needed will be underground and should not create any issues for the property or any adjacent properties. There is no need for water or sewer. The need for Police protection will not be increased over that currently provided to the Wal-Mart business as WCF's are not known to be points of attraction for theft or vandalism. Lastly, given the location of the facility, should there be a need for fire protection, access to the rear of the property will be the same for the WCF as it is for the existing Wal-Mart building. The ground equipment will be contained within metal, outdoor cabinets.

(5) The proposed use will not create undue traffic congestion.

The proposed WCF will not increase the current level of traffic in the area or to the property. WCF's are neither traffic generators nor points of destination. The only traffic related to a WCF is that of the maintenance technicians or equipment installers. The traffic during construction will be the heaviest in the life of such a facility. After construction is complete, only maintenance technicians will visit the site. That service interval varies between service providers, but it can be monthly, quarterly, or semi-annually. Visits to the site are typically in passenger vehicles and vans. A larger vehicle may at times be needed if a major equipment upgrade is involved. The area of the WCF currently is capable of handling oversized

truck traffic and therefore the use of a large vehicle to deliver equipment should not create any issues for Wal-Mart or the location.

(6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment.

The proposed WCF should not have any impact on the natural environment as the facility provides no discharge of any sort into the environment. The ground equipment placed at the site does not discharge any contaminants into the environment as a part of its normal operation. Should there be a disfunction in the equipment, the owner will be responsible for making the correction in a timely fashion. The signal that is discharged into the environment has been studied and measured and deemed to be safe to all aspects of the environment. Birds can at times nest atop these facilities and thus harm to wildlife should not be a concern. The type of structure does not utilize any guyed wires that at times can be harmful to bird life.

ABBREVIATIONS

AB	ANCHOR BOLT	GR	GRADE	SIM	SIMILAR
AC	ASPHALTIC CONCRETE	GYP	GYPSUM	SPECS	SPECIFICATIONS
A/C	AIR CONDITIONING	GFCI	GROUND FAULT CIRCUIT	SS	STAINLESS STEEL
ADJ	ADJUSTABLE		INTERRUPT	STL	STEEL
A.F.F.	ABOVE FINISH FLOOR	GND	GROUND	STOR	STORAGE
ARCH	ARCHITECTURAL	HC	HOLLOW CORE	STRUCT	STRUCTURAL
APPROX	APPROXIMATELY	HDW	HARDWARE	SUSP	SUSPENDED
A.G.L.	ABOVE GRADE LEVEL	HTR	HEATER	SW	SWITCH
A.M.S.L.	ABOVE MEAN SEA LEVEL	HM	HOLLOW METAL	SWBO	SWITCHBOARD
BD	BOARD	HORIZ	HORIZONTAL	THK	THICK
BLDG	BUILDING	HR	HOURL	TI	TENANT IMPROVEMENT
BLKG	BLOCKING	HT	HEIGHT	TMA	TOWER MOUNTED AMPLIFIER
BOT	BOTTOM	HV	HIGH VOLTAGE	TOS	TOP OF SURFACE
BSMT	BASEMENT	ID	INSIDE DIMENSION	TS	TUBE STEEL
BTS	BASE TRANSCEIVER	INS	INSULATION	TYP	TYPICAL
	STATION	INT	INTERIOR	U	UNDERGROUND
C	COURSE(S)	JT	JOINT	UNO	UNLESS NOTED
CEM	CEMENT	LAM	LAMINATED		OTHERWISE
CL	CHAIN LINK	LBS	POUNDS	VCT	VINYL
CLG	CEILING	LT	LIGHT		COMPOSITION
CLR	CLEAR	LA	LIGHTNING ARRESTOR		TILE
COL	COLUMN	LNA	LOW NOISE AMPLIFIER	VERT	VERTICAL
CONC	CONCRETE	MFR	MANUFACTURER	V.I.F.	VERIFY IN FIELD
CONST	CONSTRUCTION	MAT	MATERIAL	VG	VERTICAL GRAIN
CONT	CONTINUOUS	MAX	MAXIMUM	W/	WITH
CORR	CORRIDOR	MECH	MECHANICAL	WD	WOOD
CO	CONDUIT ONLY	MIN	MINIMUM	WR	WATER RESISTANT
DIA	DIAMETER	MISC	MISCELLANEOUS	WT	WEIGHT
DBL	DOUBLE	ML	METAL LATH	XFMR	TRANSFORMER
DEPT	DEPARTMENT	MO	MASONRY OPENING	Ⓢ	AT
DEMO	DEMOLITION	MS	MACHINE SCREW	[	CHANNEL
DIM	DIMENSION	MTD	MOUNTED	℄	CENTERLINE
DN	DOWN	MTL	METAL	∠	ANGLE
DR	DOOR	(N)	NEW	ℓ	PROPERTY LINE
DTL	DETAIL	NIC	NOT IN CONTRACT		
DWG	DRAWING	NO	NUMBER		
(E)	EXISTING	NTS	NOT TO SCALE		
EA	EACH	O	OVERHEAD		
ELEC	ELECTRIC	OA	OVERALL		
ELEV	ELEVATION	O.C.	ON CENTER		
EQUIP	EQUIPMENT	OPNG	OPENING		
EXP	EXPANSION	OPP	OPPOSITE		
EXT	EXTERIOR	PARTN	PARTITION		
FA	FIRE ALARM	PL	PLATE		
FB	FLAT BAR	PLAS	PLASTER		
FF	FINISH FLOOR	PLYWD	PLYWOOD		
FH	FLAT HEAD	POC	POINT OF CONNECTION		
FIN	FINISH(ED)	PROP	PROPERTY		
FLR	FLOOR	PT	PRESSURE TREATED		
FOS	FACE OF STUDS	R	RISER		
FS	FINISH SURFACE	REQD	REQUIRED		
FT	FOOT, FEET	RD	ROOF DRAIN		
FTG	FOOTING	RM	ROOM		
FW	FINISH WALL	RMS	ROOMS		
F.G.	FINISH GRADE	RO	ROUGH OPENING		
FUT	FUTURE	SC	SOLID CORE		
GA	GAUGE	SCHED	SCHEDULE		
GALV	GALVANIZED	SECT	SECTION		
GL	GLASS	SHT	SHEET		

SYMBOLS:

BUILDING SECTION REFERENCE

DETAIL REFERENCE

DETAIL SECTION REFERENCE

ELEVATION VIEW REFERENCE

KEY NOTE REFERENCE

DOOR NUMBER

AREA AND/OR ROOM NUMBER

MECHANICAL UNIT

UTILITY POLE

WORK POINT

REVISION OR CONTROL POINT

(REFERENCE POINT)
(ELEVATION) ELEVATION REFERENCE

MASONRY

BRICK

CONCRETE

EARTH

STEEL

CENTER LINE

PROPERTY LINE

LEASE LINE

EASEMENT LINE

RIGHT-OF-WAY

CHAIN LINK FENCE

WOOD FENCE

SILT FENCE

BELOW GRADE ELECTRIC

BELOW GRADE TELEPHONE

OVERHEAD ELECTRIC/TELEPHONE

OVERHEAD TELEPHONE

OVERHEAD ELECTRIC

CONTOUR

TREE PROTECTION FENCE

TREE LINE

TREES, SHRUBS, BUSHES

SANITARY SEWER LINE

WATER LINE

NATURAL GAS LINE

PLANS PREPARED FOR:



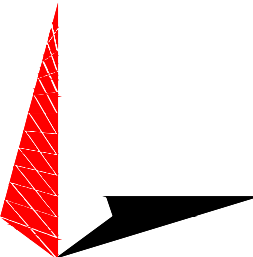
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

**SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD**

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011



I	04-13-23	ZONING DRAWINGS
O	04-12-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:
**ABBREVIATIONS
& SYMBOLS**

SHEET NUMBER: N-1	REVISION: 1 TEP #: 274975
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ABBREVIATIONS & SYMBOLS

SCALE: N.T.S.

GENERAL NOTES:

1.

ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED SBA COMMUNICATIONS OR IT’S DESIGNATED REPRESENTATIVE.
2.

ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF FLORIDA.
3.

WORK SHALL BE COMPLETED IN ACCORDANCE WITH ANSI/TIA-222-H STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, ASCE 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS AND THE 2018 INTERNATIONAL BUILDING CODE.
4.

UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
5.

ALL HARDWARE ASSEMBLY MANUFACTURER’S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
6.

IT IS THE CONTRACTOR’S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT’S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
7.

ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER’S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
8.

ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
9.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, PROVINCIAL, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
10.

ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE SBA PROJECT MANAGER.
11.

BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR/OWNER. CONTRACTOR/OWNER SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
12.

THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOF-ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
13.

THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
14.

ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
15.

ALL BUILDING/TOWER DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.
16.

ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED, AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.
17.

TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR’S RESPONSIBILITY.
18.

RENTAL CHARGES, SAFETY, PROTECTION AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR’S RESPONSIBILITY.
19.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND FORM IN ACCORDANCE WITH GLOBALIVE SPECIFICATIONS. CERTIFICATES DEMONSTRATING PROOF OF COVERAGE SHALL BE PROVIDED TO GLOBALIVE PRIOR TO THE START OF THE WORK ON THE PROJECT.

20.

THESE DOCUMENTS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. SAFETY, CARE OF ADJACENT PROPERTIES, AND COMPLIANCE WITH PROVINCIAL AND FEDERAL REGULATIONS REGARDING SAFETY, SHALL BE THE CONTRACTOR’S RESPONSIBILITY, AND THIS, PER THE INTERNATIONAL CODE – REGULATORS RESPECTING OCCUPATIONAL SAFETY & HEALTH THE SUCCESSFUL CONTRACTOR WILL SUBMIT HIT SAFETY MANUAL AT THE PROJECT SITE.
21.

THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING.
22.

THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO SUBSTANTIAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL FURNISH ONE 55 GALLON BARREL, AND TRASH BAGS, AND SHALL REMOVE TRASH, DEBRIS, ETC., ON A DAILY BASIS.
23.

COSTS FOR BUILDING PERMITS, LANDFILL TAXES, USE TAXES, SALES TAXES AND OTHER CHARGES RELATIVE TO CONSTRUCTION OF THIS PROJECT SHALL BE INCLUDED IN THE CONTRACT PRICE.
24.

THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE SBA PROJECT ENGINEER FOR FACILITIES/CONSTRUCTION.
25.

THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF HOLDBACK.
26.

AWARDED CONTRACTOR WILL BE REQUIRED TO SIGN AND RETURN A COPY OF AN AWARD LETTER FOR SBA’S FILE.
27.

CONTRACTOR WILL BE REQUIRED TO PROVIDE PROOF OF LICENSE TO PERFORM WORK IN JURISDICTION AT TIME OF BID AWARD.
28.

CONTRACTOR WILL PROVIDE A CONSTRUCTION SCHEDULE PRIOR TO CONSTRUCTION STARTING AND WILL PROVIDE UPDATE/CHANGES (WITH EXPLANATIONS) TO THAT SCHEDULE WHEN/IF ITEMS ARE DELAYED OR PUSHED OUT.
29.

CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE SBA PROJECT MANAGERS WITH PHOTOS OF THE MAJOR CONSTRUCTION MILESTONES AS THEY OCCUR.
30.

CONTRACTOR WILL BE RESPONSIBLE TO ASSIST IN COORDINATING AND OBTAINING PRIMARY POWER TO THE SITE PRIOR TO TOWER ERECTION BEFORE PROJECT COMPLETION. (ON SITE VISITS WITH UTILITY COMPANY REPRESENTATIVES AS NECESSARY, ETC..)
31.

CONTRACTOR SHOULD BE PREPARED FOR RANDOM SBA SAFETY INSPECTIONS AT ALL TIMES.
32.

CONTRACTOR IS EXPECTED TO MAINTAIN PROPER WORKING CONDITIONS AND PROCEDURES PER FLORIDA STANDARDS AT ALL TIMES.
33.

CONTRACTOR WILL BE REQUIRED TO OBTAIN THE NECESSARY ELECTRICAL PERMITS AND INSPECTIONS AS REQUIRED BY JURISDICTION.
34.

CONTRACTOR IS EXPECTED TO CLOSE-OUT THE JOB SITE AS QUICKLY AS POSSIBLE (OBTAINING A CERTIFICATE OF OCCUPANCY AS REQUIRED BY LOCAL MUNICIPALITY AND GETTING SBA’S REGIONAL SITE MANAGER’S SIGN-OFF/CHECKLIST APPROVAL ON THE SITE).
35.

CONTRACTOR WILL PROVIDE A COMPLETED TOWER HEIGHT VERIFICATION FORM AND TAPE DROP WITHIN 24 HOURS OF REACHING OVERALL HEIGHT.
36.

CONTRACTOR WILL UTILIZE ALL OF THE SBA PROVIDED DOCUMENTATION INCLUDING BUT NOT LIMITED TO: TOWER CONSTRUCTION ACCEPTANCE CHECKLIST, CONSTRUCTION SCHEDULE, CONSTRUCTION CLOSE-OUT LIST & TOWER HEIGHT VERIFICATION.
37.

CONTRACTOR IS RESPONSIBLE FOR CONCRETE COMPRESSION TESTING.
38.

CONTRACTOR IS RESPONSIBLE FOR GROUND MEG TESTING AND PROVIDING PROOF OF RESULT.
39.

WHEN REQUESTED, PROVIDE 3 COPIES OF FABRICATION AND ERECTION DRAWINGS PRIOR TO FABRICATION. ALLOW UP TO 1 WEEK FOR REVIEW BY CONSULTANT.
40.

IN ADDITION TO CONTRACTOR’S QUALITY CONTROL PROGRAM, INDEPENDENT TESTING AND INSPECTION MAY BE PERFORMED BY OWNER OR OWNER’S REPRESENTATIVE.
41.

SUBMIT RED-LINES COPY OF CONSTRUCTION DRAWINGS UPON COMPLETION OF CONSTRUCTION HIGHLIGHTING CHANGES IN THE STAMPED AND SIGNED AS-BUILT CONDITION FROM SHOWN ON THE DRAWINGS.
42.

CONTRACTOR WILL BE RESPONSIBLE FOR ALL GRADING AND FILL COMPACTION TESTING REQUIRED AS SET FORTH IN THE GEO TECHNOLOGICAL REPORT PROVIDED BY OWNER.

CONCRETE:

1.

ALL CONCRETE AND CONCRETE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE 2018 INTERNATIONAL BUILDING CODE.
2.

THE CONTRACTOR SHALL TAKE SAMPLES OF THE CONCRETE POURED UNDER THE CONDITIONS OUTLINED IN THE 2018 INTERNATIONAL BUILDING CODE.
3.

ANY FAILURE OF A CONCRETE TEST CYLINDER TO MEET THE SPECIFIED STRENGTH REQUIREMENTS MUST BE REPORTED TO THE DESIGN ENGINEER IMMEDIATELY. CORRECTIVE ACTION MUST BE APPROVED BY THE ENGINEER AND ALL RELATED COSTS SHALL BE AT THE CONTRACTOR’S EXPENSE.

PLANS PREPARED FOR:



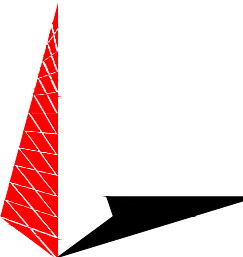
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011



I	04-13-23	ZONING DRAWINGS
O	04-12-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:

GENERAL
NOTES I

SHEET NUMBER: N-2	REVISION: 1 TEP #: 274975
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CONCRETE (CONTINUED):

4.

THE MINIMUM 28–DAY COMPRESSIVE STRENGTH OF THE CONCRETE SHALL BE A MINIMUM OF 30 MPA, EXCEPT AS NOTED OR DIRECTED IN THE SOIL REPORT. THE CONCRETE, WHEN POURED, SHALL CONTAIN 7% AIR ENTRAINMENT WITH AN ALLOWABLE VARIATION OF +2%.
5.

CONTRACTOR MUST TAKE SLUMP TEST AT LEAST ONCE FROM EACH TRANSIT MIXER AFTER A MINIMUM OF 5% CONCRETE LOAD HAD BEEN DISCHARGED. SLUMP, UNLESS NOTED OTHERWISE ON THE DRAWINGS, SHALL BE 75 MM.
6.

MIXED CONCRETE ON SITE (REMOTE AREAS) WITH THE CORRECT PROPORTION OF CEMENT, SAND, GRAVEL, AND AIR–ENTRAINING AGENT ALREADY ADDED, THE DRY PREMIX IS TO BE MIXED IN A CONCRETE BATCHER IN STRICT ACCORDANCE WITH THE MANUFACTURER’S INSTRUCTIONS.
7.

BEFORE POURING CONCRETE, THE TRANSPORTING EQUIPMENT AND FORMS SHALL BE CLEANED AND ALL DEBRIS AND ICE SHALL BE REMOVED FROM PLACES TO BE OCCUPIED BY THE CONCRETE. ANY WATER THAT HAS ACCUMALATED IN THE FORMS SHALL BE REMOVED.
8.

ALL CONCRETE SHALL BE VIBRATED AND WORKED AROUND THE REINFORCEMENTS, EMBEDDED FIXTURES AND INTO THE CORNERS OF THE FORMS. ANY EXCESS WATER THAT ACCUMALATES WHILE THE CONCRETE IS BEING POURED SHALL BE REMOVED.
9.

THE DESIGN ENGINEER SHALL RECEIVE A MINIMUM OF 24 HOURS NOTICE OF EVERY POUR.
10.

THE CONCRETE IN FOUNDATIONS MUST BE POURED IN CONTINOUS POURS BETWEEN CONSTRUCTION JOINTS. NO CONSTRUCTION JOINTS OTHER THAN THOSE SHOWN ON SITE SPECIFIC DRAWINGS WILL BE PERMITTED. THE CONTRACTOR SHALL PROVIDE EFFICIENT EQUIPMENT TO COMPLETE THE POURING OF EACH SECTION IN ONE CONTINOUS POUR.
11.

ALL FRAMEWORK SHALL BE BUILT IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE SHALL BE THOROUGHLY BRACED AND PLUMBED SO THAT THE FINISHED CONCRETE WILL CONFORM TO THE SHAPES, LINES, GRADES, AND DIMENSIONS INDICATED ON THE SITE DRAWINGS.
12.

FORMS AND SHORING SHALL NOT BE REMOVED UNTIL THE CONCRETE IS ADEQUATELY SET. THEIR REMOVAL SHALL BE DONE IN SUCH A MANNER AS TO ENSURE THE COMPLETE SAFETY OF THE STRUCTURE.
13.

FORMS WHICH SUPPORT THE WEIGHT OF THE CONCRETE, OR OF SUPERIMPOSED LOADS, SHALL NOT BE REMOVED UNTIL THE CONCRETE IS STRONG ENOUGH TO CARRY ITS OWN WEIGHT, AND SUCH SUPERIMPOSED LOADS AS MAY BE PLACED UPON IT.
14.

THE CONCRETE SHALL BE MAINTAINED IN A MOIST CONDITION FOR AT LEAST 5 DAYS AFTER IT HAS BEEN POURED.
15.

ALL SURFACES WHICH ARE NOT PROTECTED BY FORMS OR A SEALED WATERPROOF COATING SHALL BE KEPT MOIST BY CONTINOUS SPRINKLING, OR OTHER MEANS SUCH AS COVERING WITH MOIST SAND, SAWDUST, OR BURLAP.
16.

WHERE NECESSARY, THE CONCRETE SHALL BE PROTECTED AGAINST THE WEATHER BY A FRAMED HOUSING, TARPULINS, OR OTHER SUITABLE COVERING.

REINFORCING STEEL (REBAR):

1.

REINFORCING STEEL SHALL MEET CODE AND BE PLACED ACCORDING TO THE APPLICABLE DRAWINGS. THE MINIMUM THICKNESS OF CONCRETE OVER THE STEEL SHALL BE AT LEAST 3”.
2.

ALL REINFORCEMENTS THAT ARE REQUIRED FOR A DAYS POUR ON CONCRETE SHALL BE SECURELY FIXED IN PLACE IN SUFFICIENT TIME TO PERMIT INSPECTION BEFORE CONCRETING BEGINS.
3.

THE DESIGN ENGINEER SHALL BE GIVEN 24 HOURS NOTICE BEFORE THE CONCRETE IS TO BE POURED. FAILURE TO COMPLY MAY NECESSITATE, BUT NOT BE LIMITED TO, THE REMOVAL OF THE POURED CONCRETE AT THE CONTRACTOR’S EXPENSE.

GROUTING:

1.

WHERE GROUT IS INDICATED ON THE DRAWINGS UNDER STRUCTURAL BASE PLATES, THIS SHALL BE A NON–SHRINK, NON–FERROUS TYPE. METHODS OF MIXING AND PLACING MUST BE IN STRICT ACCORDANCE WITH THE MANUFACTURER’S RECOMMENDATIONS.

COLD WEATHER CONCRETING:

1.

THE CONTRACTOR SHALL PROVIDE AND HAVE ON THE SITE READY FOR USE, ADEQUATE EQUIPMENT FOR HEATING CONCRETE MATERIALS AND PROTECTING FRESH CONCRETE DURING FREEZING OR NEAR FREEZING WEATHER CONDITIONS, ACCORDING TO THE INTERNATIONAL BUILDING CODE, 2012 EDITION.
2.

ALL CONCRETE MATERIALS, REBAR, FORMS, FILLERS, AND THE EARTH WITH WHICH THE CONCRETE IS TO COME INTO CONTACT WITH, SHALL BE FREE FROM FROST AND ICE.
3.

WHENEVER THE SURROUNDING TEMPERATURE IS BELOW 39°F, ALL CONCRETE POURED IN THE FORMS SHALL HAVE A TEMPERATURE OF 68°F FOR 4 DAYS.
4.

THE HOUSING, COVERING, OR OTHER PROTECTION USED FOR THE CURING SHALL REMAIN IN PLACE AND INTACT FOR AT LEAST 24 HOURS AFTER THE ARTIFICIAL HEATING IS DISCONTINUED.

5.

SALT, CALCIUM CHLORIDE, OR OTHER CHEMICALS SHALL NOT BE USED IN THE CONCRETE MIX TO PREVENT THE WATER CONTENT FROM FREEZING.

UTILITIES:

1.

CONTRACTOR SHALL CONTACT A SUBSURFACE UTILITY LOCATOR FOR LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. LOCATION OF EXISTING SEWER, WATER LINES, GAS LINES, CONDUITS OR OTHER STRUCTURES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN ARE ONLY APPROXIMATELY CORRECT. CONTRACTOR ASSUMES SOLE RESPONSIBILITY FOR VERIFYING LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES (INCLUDING TEST PITS BY HAND IF NECESSARY) IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION OF ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS, OR IF THERE APPEARS TO BE A CONFLICT.
2.

CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS WITH APPROPRIATE UTILITY OWNERS AND CONSTRUCTION MANAGER.
3.

DAMAGE BY THE CONTRACTOR TO UTILITIES OR PROPERTY OF OTHERS, INCLUDING EXISTING PAVEMENT AND OTHER SURFACES DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED TO PRE–CONSTRUCTION CONDITIONS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CLIENT. FOR GRASSES AREAS, SEED AND MULCH SHALL BE ACCEPTABLE.
4.

THE CONTRACTOR SHALL COORDINATE WITH THE OWNER THE REQUIREMENTS FOR AND LIMITS OF OVERHEAD AND/OR UNDERGROUND ELECTRICAL SERVICE.
5.

THE CONTRACTOR SHALL COORDINATE THE LOCATION OF NEW UNDERGROUND TELEPHONE SERVICE WITH THE TELEPHONE UTILITY AND THE OWNER’S REQUIREMENTS.
6.

ALL UNDERGROUND UTILITIES SHALL BE INSTALLED AND TESTED SATISFACTORY PRIOR TO COMMENCING ANY PAVING OPERATIONS WHERE SUCH UTILITIES ARE WITHIN THE LIMITS OF PAVEMENT.

GRADING:

1.

THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC...) ALL MATERIAL NOT SUITABLE FOR SUB GRADE IN ITS PRESENT STATE. IF THE MATERIAL, AFTER REWORKING, REMAINS UNSUITABLE THEN THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL AT HIS EXPENSE. ALL SUB GRADES SHALL BE PROOF ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
2.

THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL DITCHES, PIPES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTABLE BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURES IN OPERABLE CONDITION.
3.

ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE (1) YEAR FROM DATE OF ACCEPTANCE.

GROUNDING:

1.

CONTRACTOR SHALL VERIFY THAT GROUNDING ELECTRODES SHALL BE CONNECTED IN A RING USING #2 SOLID TINNED COPPER WIRE. THE TOP OF THE GROUND RODS AND THE RING CONDUCTOR SHALL BE 2 FEET BELOW FINISHED GRADE. GROUNDING ELECTRODES SHALL BE DRIVEN ON 10’–0” CENTERS (15’–0” MAXIMUM; PROVIDE AND INSTALL AS REQUIRED PER TYPICAL GROUNDING PLAN ON THIS SET).
2.

BONDING OF THE GROUNDING CONDUCTOR (NEUTRAL) AND THE GROUNDING CONDUCTOR SHALL BE AT THE SERVICE DISCONNECTING MEANS. BONDING JUMPER SHALL BE INSTALLED PER CSA.
3.

GROUND RING CONNECTION CONDUCTORS SHALL BE OF EQUAL LENGTH, MATERIAL, AND BONDING TECHNIQUE.
4.

CONTRACTOR SHALL ENSURE GROUND RING IS WITHIN 12 TO 36 INCHES OF THE EQUIPMENT PAD. PROVIDE AND INSTALL GROUNDING CONNECTIONS SHOWN IN DETAILS AS NEEDED PER EXISTING SITE GROUNDING SYSTEM. CONTRACTOR SHALL VERIFY ALL EXISTING SITE GROUNDING CONDITIONS BEFORE STARTING WORK OR PURCHASING EQUIPMENT.
5.

BOND CIGBE TO EXTERNAL GROUND RING WITH 2 RUNS OF #2 SOLID TINNED COPPER CONDUCTOR IN PVC. CONNECT BAR END WITH 2 HOLE LUG, AND "CADWELD" THE OTHER END TO THE EXTERNAL GROUND ROD.
6.

THE PREFERRED LOCATION FOR COAX GROUNDING IS AT THE BASE OF THE TOWER PRIOR TO THE COAX BEND. BONDING IS SHOWN ON THE ICE BRIDGE DUE TO DIFFICULTY WITH WELDING OR ATTACHING TO TOWER LEGS. CONTRACTOR SHALL ADVISE CONSTRUCTION MANAGER PRIOR TO PLACING CIGBE ON ICE BRIDGE IF MOUNTING TO TOWER LEG IS POSSIBLE.
7.

CONTRACTOR SHALL VERIFY EXISTING GROUNDING BOND TO THE FENCE POST OR EXTERNAL GROUND RING IN AT (2) PLACES. PROVIDE AND INSTALL GROUNDING CONNECTIONS AS REQUIRED TO MEET THESE CONDITIONS.

PLANS PREPARED FOR:



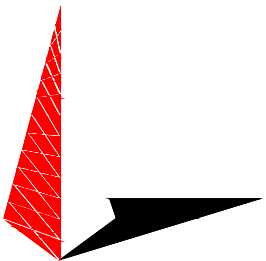
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226–9332

PROJECT INFORMATION:

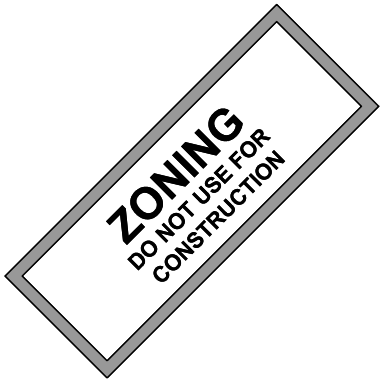
SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



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I	04-13-23	ZONING DRAWINGS
O	04-12-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:

GENERAL
NOTES II

SHEET NUMBER: N-3	REVISION: 1 TEP #: 274975
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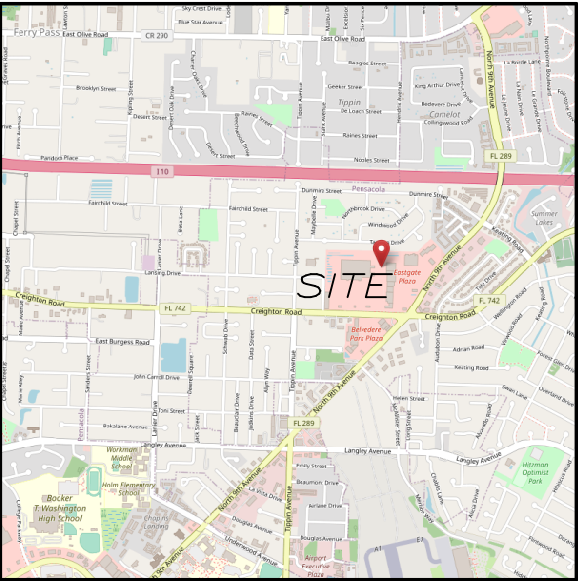
PARENT PARCEL

OWNER: WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP
SITE ADDRESS: 2650 CREIGHTON RD, PENSACOLA, FL 32504
PARCEL ID: 101S292301000010
AREA: 26.3395 ACRES (PER TAX ASSESSOR)
ZONED: R-1AA & C-1 (RETAIL COMMERCIAL ZONING DISTRICT)
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS
REFERENCE: 1) O.R. BOOK 6447 PAGE 1835
2) PLAT BOOK 17 PAGE 44

PRELIMINARY SURVEY

GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:
POSITIONAL ACCURACY: 0.08 FEET (HORZ) 0.27 FEET (VERT)
TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY
TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE
DATES OF SURVEY: 11/29/2022
DATUM / EPOCH: NAD_83(2011)(EPOCH:2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99996415 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.
CONVERGENCE ANGLE: -1.35243889
BENCHMARKS USED: DL7331, DR6876, DG4683



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF SBA TOWERS X, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35 [DATE OF LAST FIELD VISIT: 11/29/2022]

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) FLORIDA NORTH ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO.: 1203330380G DATED: 9/29/2006

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

ORIGINAL SURVEY IS KEPT ON FILE IN THE SURVEYOR'S OFFICE.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

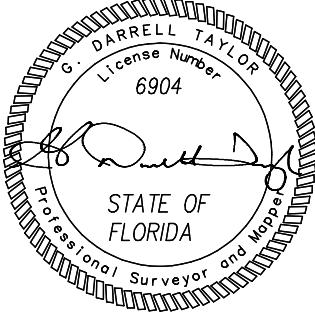
SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

[Signature]
G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

DATE: 12/14/2022

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NO.	DATE	REVISION

* SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497
(w) p2pls.com



SPECIFIC PURPOSE SURVEY
PREPARED FOR:



SBA TOWERS X, LLC, A DELAWARE
LIMITED LIABILITY COMPANY
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

WM 1224 CREIGHTON RD
FL28542-S

SECTION 10
TOWNSHIP 1 SOUTH, RANGE 29 WEST
CITY OF PENSACOLA
ESCAMBIA COUNTY, FLORIDA

DRAWN BY: NRW

CHECKED BY: JKL

APPROVED: D. MILLER

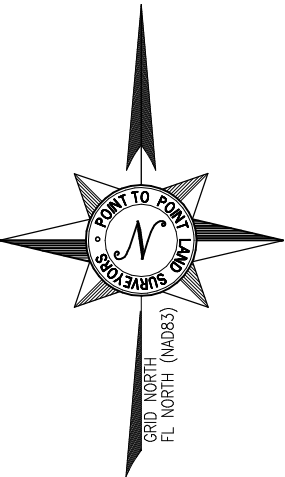
DATE: 12/14/2022

P2P JOB #: 221986FL

SHEET:

1

OF 3

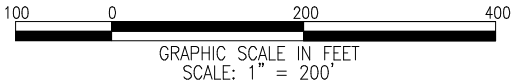


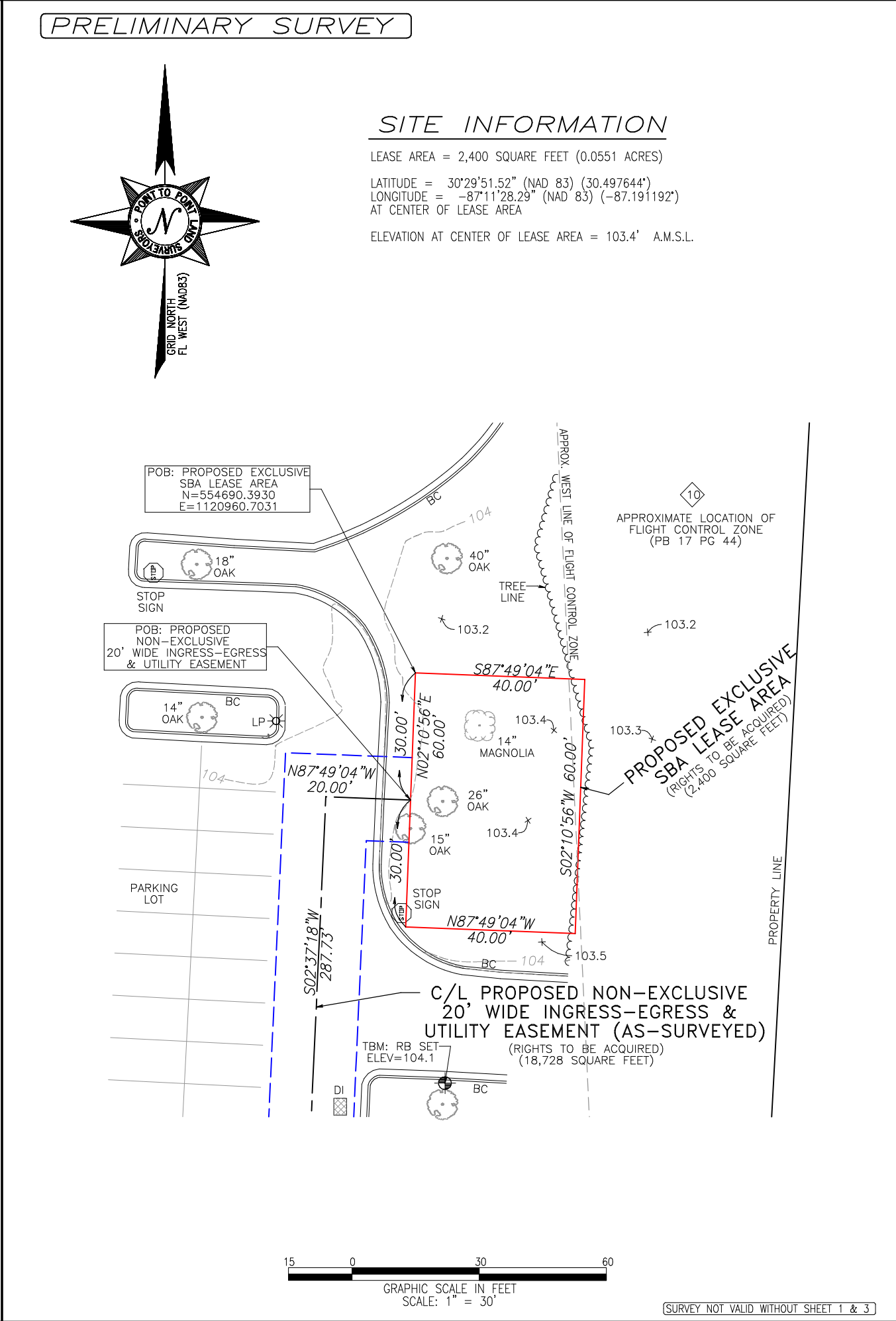
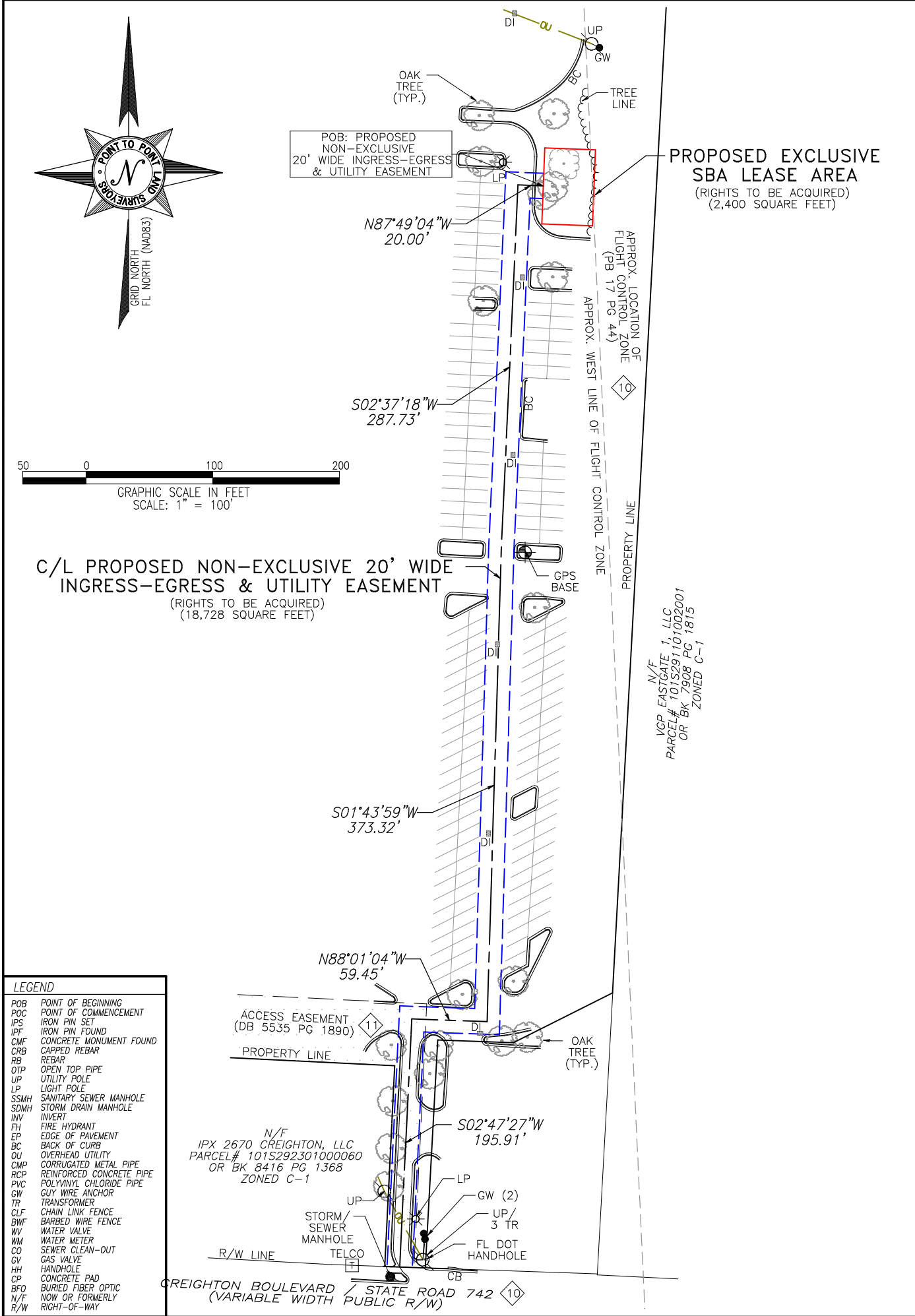
LEGEND	
P/B	POINT OF BEGINNING
P/C	POINT OF COMMENCEMENT
I/P	IRON PIN SET
I/P	IRON PIN FOUND
C/M	CONCRETE MONUMENT FOUND
C/R	CAPPED REBAR
R/B	REBAR
O/P	OPEN TOP PIPE
U/P	UTILITY POLE
L/P	LIGHT POLE
S/M	SANITARY SEWER MANHOLE
S/D	STORM DRAIN MANHOLE
I/V	INVERT
F/H	FIRE HYDRANT
E/P	EDGE OF PAVEMENT
B/C	BACK OF CURB
O/U	OVERHEAD UTILITY
C/M	CORRUGATED METAL PIPE
R/C	REINFORCED CONCRETE PIPE
P/V	POLYVINYL CHLORIDE PIPE
G/W	GUY WIRE ANCHOR
T/R	TRANSFORMER
C/L	CHAIN LINK FENCE
B/W	BARBED WIRE FENCE
W/V	WATER VALVE
W/M	WATER METER
C/O	SEWER CLEAN-OUT
G/V	GAS VALVE
H/H	HANDHOLE
C/P	CONCRETE PAD
B/O	BURIED FIBER OPTIC
N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY



Know what's below.
Call before you dig.

[SURVEY NOT VALID WITHOUT SHEETS 2 & 3]





POINT TO POINT LAND SURVEYORS
G. DARRELL TAYLOR
License Number 6904
STATE OF FLORIDA
Professional Surveyor and Mapper

NO.	DATE	REVISION

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT LAND SURVEYORS
Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497
(w) p2pls.com

POINT TO POINT LAND SURVEYORS

SPECIFIC PURPOSE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC, A DELAWARE LIMITED LIABILITY COMPANY
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

WM 1224 CREIGHTON RD
FL28542-S

SECTION 10
TOWNSHIP 1 SOUTH, RANGE 29 WEST
CITY OF PENSACOLA
ESCAMBIA COUNTY, FLORIDA

DRAWN BY: NRW
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 12/14/2022
P2P JOB #: 221986FL

SHEET:
2
OF 3

E:\Dropbox (Point To Point)\P2P Current Jobs\2022\221986FL-WM 1224 Creighton Rd\221986FL-Pro

LEGAL DESCRIPTION SHEET

PRELIMINARY SURVEY

PARENT PARCEL (AS-PROVIDED)

(AS PROVIDED IN COMMITMENT NO. 01-22019594-01T)

SITUATED IN THE CITY OF PENSACOLA, COUNTY OF ESCAMBIA, STATE OF FLORIDA:

LOT 1, WAL-MART STORE OF PENSACOLA, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 44, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; BEING A PORTION OF LOT 1 OF THE PLAT OF WAL-MART STORE OF PENSACOLA, PER PLAT BOOK 17, PAGE 44, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF SAID WAL-MART PARCEL AND THE NORTHWEST CORNER OF EASTGATE SHOPPING CENTER, SAID MONUMENT ALSO BEING ON THE SOUTH LINE OF DUNMIRE WOODS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 31, OF SAID COUNTY; THENCE SOUTH 00°17'41" WEST, ALONG THE EAST LINE OF SAID WAL-MART PARCEL AND THE WEST LINE OF EASTGATE SHOPPING CENTER, A DISTANCE OF 962.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID PROPERTY LINE, SOUTH 00°17'41" WEST, A DISTANCE OF 222.20 FEET TO THE INTERSECTION THEREOF WITH THE NORTH RIGHT-OF-WAY LINE OF CREIGHTON ROAD (STATE ROAD 742), BEING A RIGHT-OF-WAY OF VARYING WIDTH, ALSO BEING THE SOUTHEAST CORNER OF SAID WAL-MART PARCEL; THENCE SOUTH 89°10'05" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 135.80; THENCE NORTH 00°17'41" EAST, PARALLEL TO THE EAST LINE OF SAID WAL-MART PARCEL, A DISTANCE OF 180.15 FEET; THENCE NORTH 89°10'05" EAST, A DISTANCE OF 59.73 FEET; THENCE NORTH 60°30'17" EAST, A DISTANCE OF 87.64 FEET TO THE POINT OF BEGINNING.

TAX ID: 101S292301000010

BEING THE SAME PROPERTY CONVEYED TO WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, GRANTEE, FROM WAL-MART STORES EAST, INC., AN ARKANSAS CORPORATION, GRANTOR, BY GENERAL WARRANTY DEED RECORDED 04/14/2009, IN BOOK 6447, PAGE 1835, OF THE ESCAMBIA COUNTY RECORDS.

TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT DATE OF 03/31/2022 AT 7:00 A.M., BEING COMMITMENT NO. 01-22019594-01T, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

9. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT OF DUNMIRE WOODS, RECORDED IN BOOK 10, PAGE 31, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS NOT APPLICABLE TO THE PARENT PARCEL].

10. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT OF WAL-MART STORE OF PENSACOLA, RECORDED IN BOOK 17, PAGE 44, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND PLOTTABLE ITEMS ARE SHOWN HEREON].

11. ACCESS EASEMENT IN FAVOR OF PENSACOLA BYB, LLC, RECORDED 12/06/2004, IN BOOK 5535, PAGE 1890, OF THE ESCAMBIA COUNTY RECORDS.

NOTE: AMENDMENT TO ACCESS EASEMENT, RECORDED 05/06/2005, IN BOOK 5634, PAGE 1053, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND IS PLOTTED HEREON].

12. ACCESS EASEMENT IN FAVOR OF TONY WU AND SU-MEI LEE, RECORDED 10/24/2005, IN BOOK 5760, PAGE 649, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND IS PLOTTED HEREON].

13. ACCESS EASEMENT IN FAVOR OF WAL-MART STORES EAST, INC., RECORDED 10/24/2005, IN BOOK 5760, PAGE 658, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO OUTLOT D AND IS PLOTTED HEREON].

14. SIGN EASEMENT IN FAVOR OF WAL-MART STORES EAST, INC., RECORDED 10/24/2005, IN BOOK 5760, PAGE 666, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO OUTLOT D AND IS PLOTTED HEREON].

15. NOTICE OF COMMENCEMENT, RECORDED 06/15/2021, IN BOOK 8553, PAGE 265, OF THE ESCAMBIA COUNTY RECORDS.

[DOCUMENT IS AMBIGUOUS. THIS ITEM CANNOT BE DETERMINED IF IT IS APPLICABLE TO THE PARENT PARCEL BECAUSE THE LEGAL DESCRIPTION OF THE PROPERTY ATTACHED ON EXHIBIT "A" IS NOT THE PROPERTY DESCRIPTION FOR THE PROPERTY STREET ADDRESS FOR 2650 CREIGHTON ROAD, PENSACOLA, FL 32504]

16. NOTICE OF COMMENCEMENT, RECORDED 12/21/2021, IN BOOK 8644, PAGE 1958, OF THE ESCAMBIA COUNTY RECORDS.

[DOCUMENT IS AMBIGUOUS. THIS ITEM CANNOT BE DETERMINED IF IT IS APPLICABLE TO THE PARENT PARCEL BECAUSE THE LEGAL DESCRIPTION OF THE PROPERTY ATTACHED ON EXHIBIT "A" IS NOT THE PROPERTY DESCRIPTION FOR THE PROPERTY STREET ADDRESS FOR 2650 CREIGHTON ROAD, PENSACOLA, FL 32504].

C/L PROPOSED NON-EXCLUSIVE 20' WIDE INGRESS-EGRESS & UTILITY EASEMENT (AS-SURVEYED)

TOGETHER WITH A 20-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (MEASURING 10 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN SECTION 10, TOWNSHIP 1 SOUTH, RANGE 29 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS OF WAL-MART STORES EAST, LP, AS RECORDED IN OFFICIAL RECORDS BOOK 6447, PAGE 1835, ESCAMBIA COUNTY RECORDS, BEING DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID LANDS, SAID CONCRETE MONUMENT HAVING A FLORIDA GRID NORTH, NAD83, NORTH ZONE VALUE OF N=555048.2506, E=1119926.6088; THENCE ALONG A TIE LINE, SOUTH 70°54'41" EAST, 1094.26 FEET TO A POINT AT THE NORTHWEST CORNER OF THE LEASE AREA, SAID POINT HAVING A FLORIDA GRID NORTH, NAD83, NORTH ZONE VALUE OF N=554690.3930, E=1120960.7031; THENCE ALONG SAID LEASE AREA, SOUTH 02°10'56" WEST, 30.00 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LEASE AREA AND RUNNING, NORTH 87°49'04" WEST, 20.00 FEET TO A POINT; THENCE, SOUTH 02°37'18" WEST, 287.73 FEET TO A POINT; THENCE, SOUTH 01°43'59" WEST, 373.32 FEET TO A POINT; THENCE, NORTH 88°01'04" WEST, 59.45 FEET TO A POINT; THENCE, SOUTH 02°47'27" WEST, 195.91 FEET TO THE ENDING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CREIGHTON BOULEVARD (ALSO KNOWN AS STATE ROAD 742 AND HAVING A VARIABLE WIDTH RIGHT-OF-WAY).

BEARINGS BASED ON FLORIDA GRID NORTH, NAD83, NORTH ZONE.

SAID EASEMENT CONTAINS 0.4299 ACRES (18,728 SQUARE FEET), MORE OR LESS.

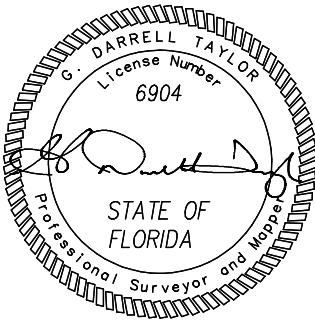
PROPOSED EXCLUSIVE SBA LEASE AREA (AS-SURVEYED)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 10, TOWNSHIP 1 SOUTH, RANGE 29 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS OF WAL-MART STORES EAST, LP, AS RECORDED IN OFFICIAL RECORDS BOOK 6447, PAGE 1835, ESCAMBIA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID LANDS, SAID CONCRETE MONUMENT HAVING A FLORIDA GRID NORTH, NAD83, NORTH ZONE VALUE OF N=555048.2506, E=1119926.6088; THENCE ALONG A TIE LINE, SOUTH 70°54'41" EAST, 1094.26 FEET TO A POINT HAVING A FLORIDA GRID NORTH, NAD83, NORTH ZONE VALUE OF N=554690.3930, E=1120960.7031 AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, SOUTH 87°49'04" EAST, 40.00 FEET TO A POINT; THENCE, SOUTH 02°10'56" WEST, 60.00 FEET TO A POINT; THENCE, NORTH 87°49'04" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 02°10'56" EAST, 60.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD83, NORTH ZONE.

SAID TRACT CONTAINS 0.0551 ACRES (2,400 SQUARE FEET), MORE OR LESS.



NO.	DATE	REVISION

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT LAND SURVEYORS

Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497
(w) p2pls.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

SBA TOWERS X, LLC, A DELAWARE LIMITED LIABILITY COMPANY
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

WM 1224 CREIGHTON RD
FL28542-S

SECTION 10
TOWNSHIP 1 SOUTH, RANGE 29 WEST
CITY OF PENSACLOA
ESCAMBIA COUNTY, FLORIDA

DRAWN BY: NRW
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 12/14/2022
P2P JOB #: 221986FL

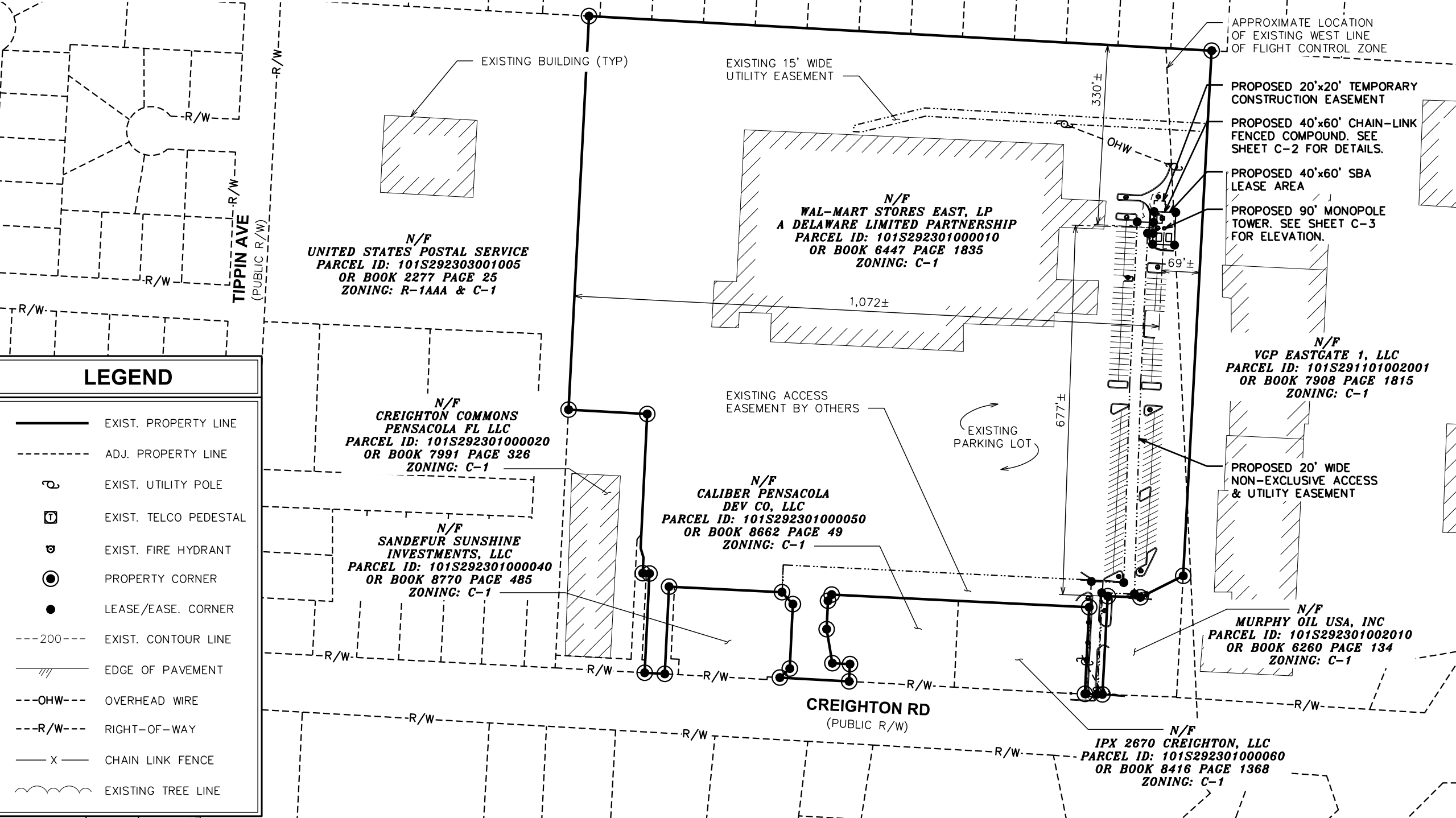
SHEET:
3
OF 3

SURVEY NOT VALID WITHOUT SHEETS 1 & 2

Page 434 of 870

NOTES:

- 1. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH AMERICAN DATUM 1983 (NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON 11/29/2022.
- 2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) IN FEET.
- 3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
- 4. THE TOWER IS LOCATED IN ZONE "X." AREAS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #12033C0380G, DATED SEPTEMBER 29, 2006.



SITE PLAN

SCALE: 1" = 200'

PLANS PREPARED FOR:



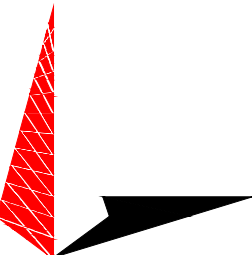
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011

ZONING
DO NOT USE FOR
CONSTRUCTION

3	02-01-24	ZONING DRAWINGS
2	01-18-24	ZONING DRAWINGS
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

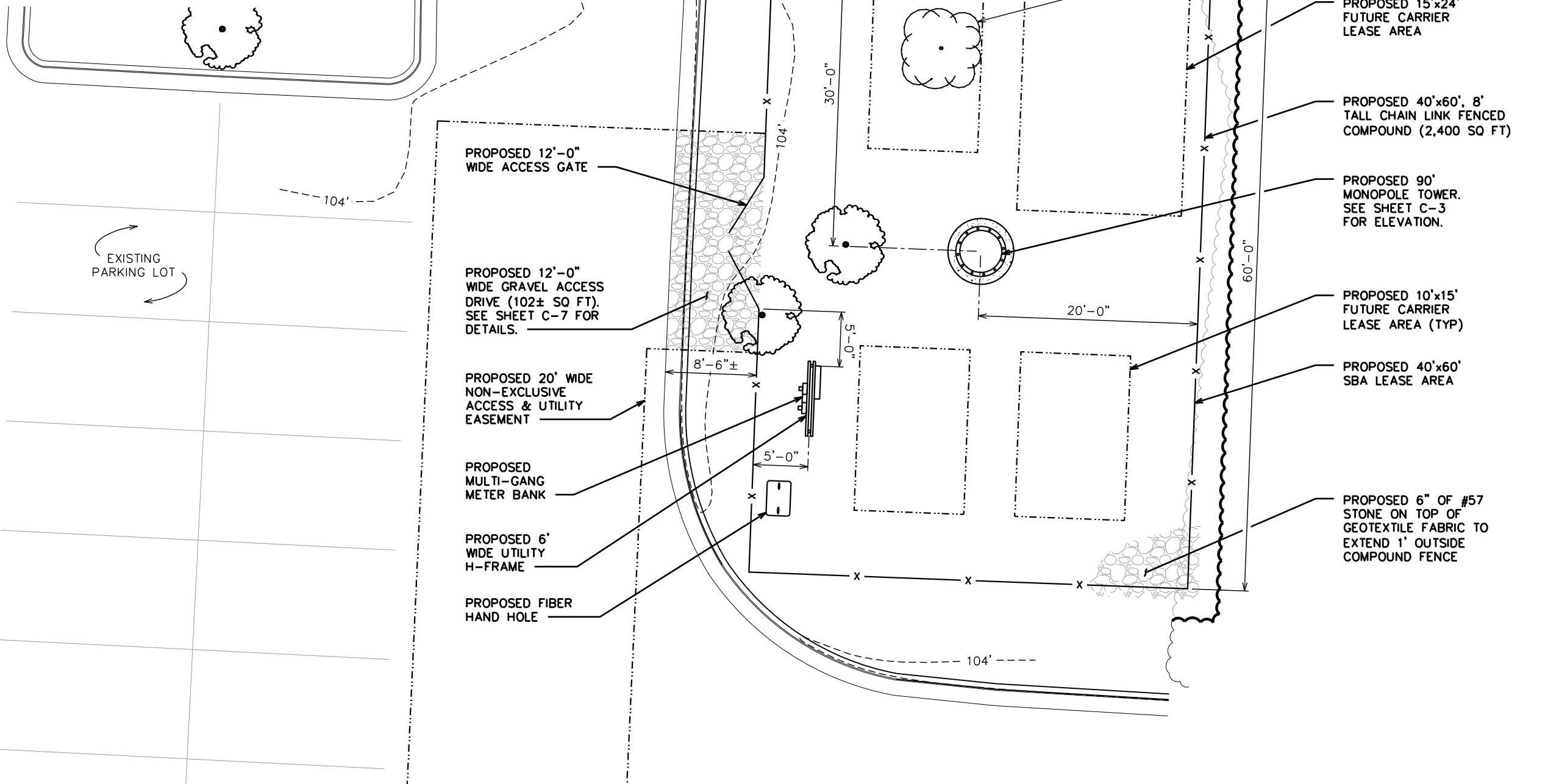
SHEET TITLE:

SITE PLAN

SHEET NUMBER:	REVISION:
C-1	3
TEP #:	274975

NOTES:

- 1. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH AMERICAN DATUM 1983 (NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON 11/29/2022.
- 2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) IN FEET.
- 3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
- 4. THE TOWER IS LOCATED IN ZONE "X." AREAS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #12033C0380G, DATED SEPTEMBER 29, 2006.
- 5. NO PARKING SPACES ARE PROPOSED AS A PART OF THIS PROJECT



PLANS PREPARED FOR:



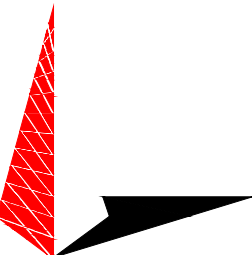
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

**SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD**

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011

ZONING
DO NOT USE FOR
CONSTRUCTION

3	02-01-24	ZONING DRAWINGS
2	01-18-24	ZONING DRAWINGS
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:

**COMPOUND
DETAIL**

SHEET NUMBER:	REVISION:
C-2	3
TEP #:	274975

COMPOUND DETAIL

SCALE: 3/32" = 1'-0"



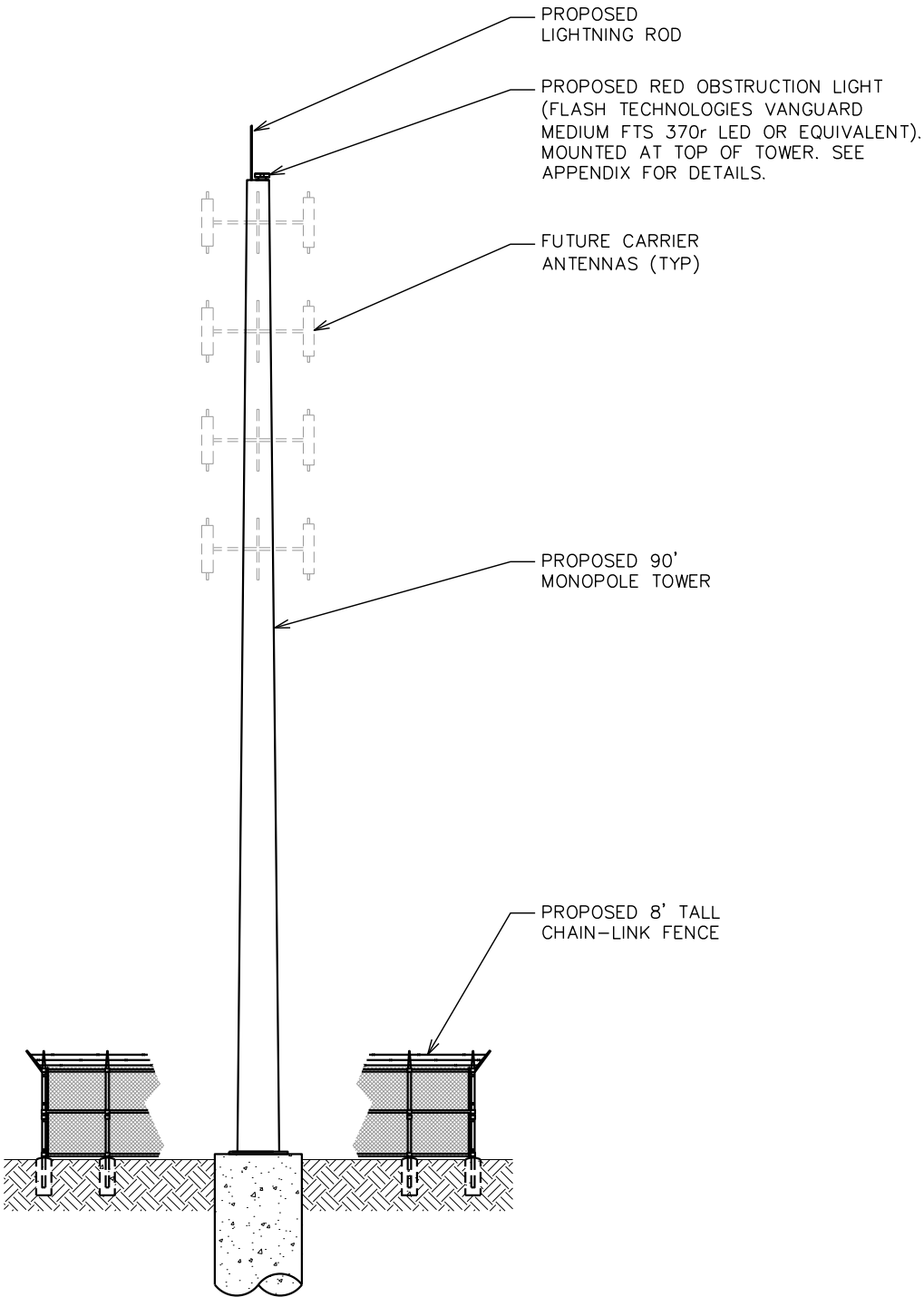
NOTES:

- 1. THE TOWER DRAWING IS ONLY A GRAPHIC REPRESENTATION OF THE STRUCTURE. CONTRACTOR TO REFER TO TOWER MANUFACTURER DESIGN DRAWINGS FOR DETAILS.
- 2. PROPOSED CABLES TO BE ROUTED PER SPECIFICATIONS OF PASSING STRUCTURAL ANALYSIS.
- 3. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL AND PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
- 4. TOWER ELEVATION SHOWN FOR REFERENCE ONLY. VERIFY ACTUAL TOWER DESIGN WITH TOWER DRAWINGS FROM MANUFACTURER AND/OR PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION.

95'-0"±
T/HIGHEST APPURTENANCE

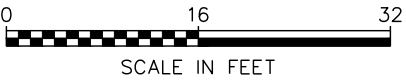
90'-0"±
T/TOWER

0'-0" (REF)
T/GRADE



TOWER ELEVATION

SCALE: 1/16" = 1'-0"



PLANS PREPARED FOR:



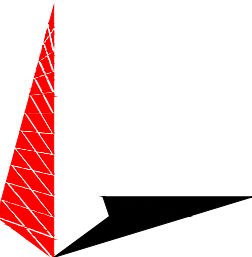
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
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FL COA#: 31011



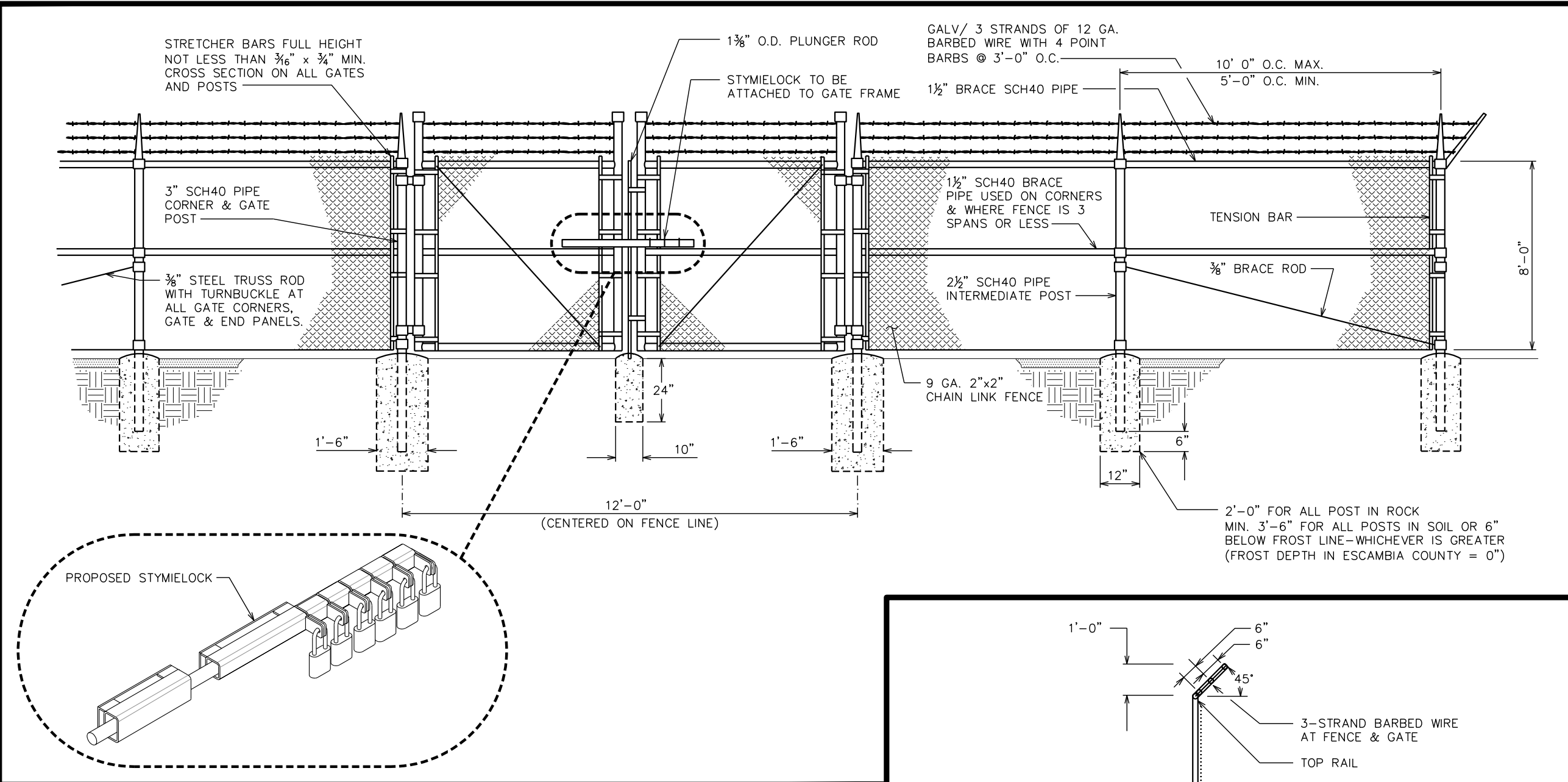
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2	01-18-24	ZONING DRAWINGS
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:

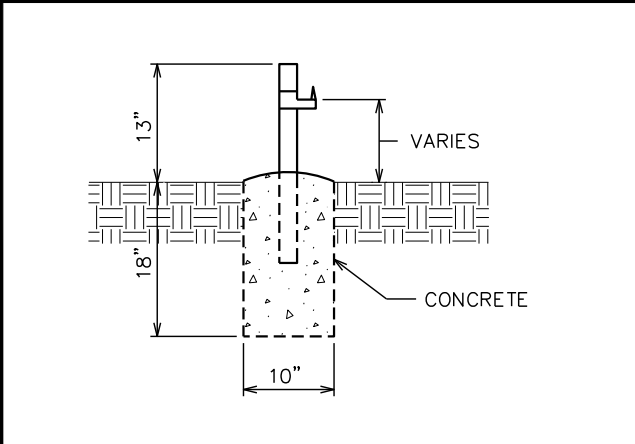
TOWER ELEVATION

SHEET NUMBER:	REVISION:
C-3	3
	TEP #: 274975



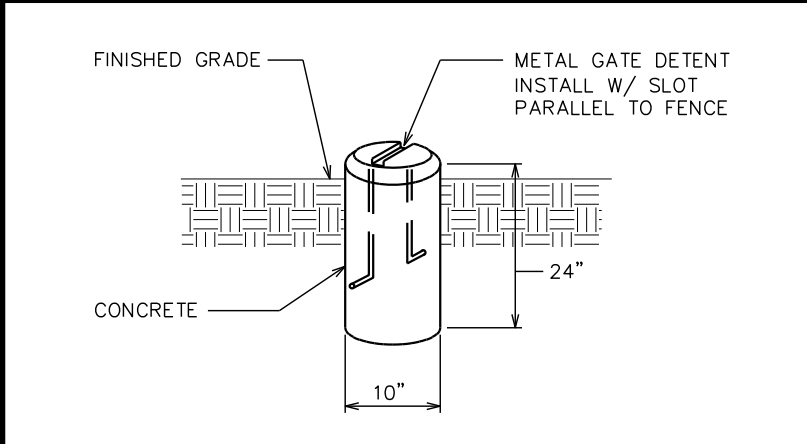
TYPICAL FENCE ELEVATION

SCALE: N.T.S.



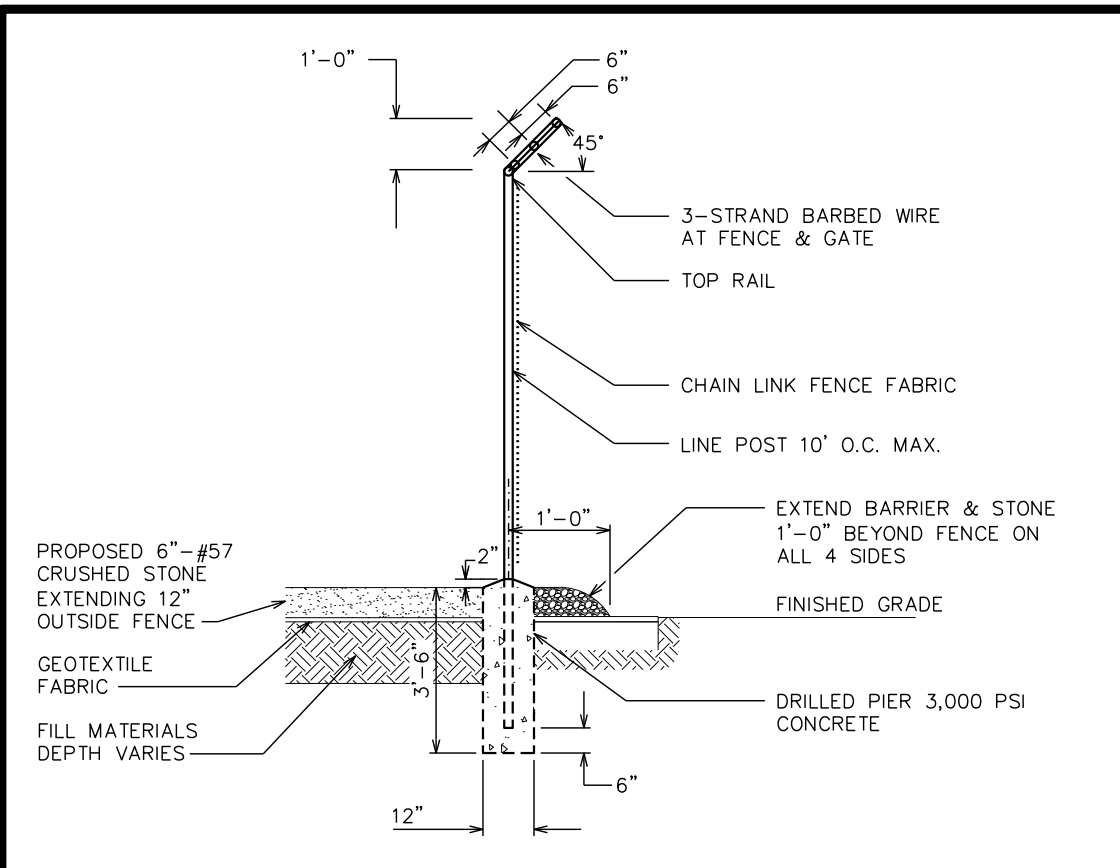
GATE STOP / KEEPER DETAIL

SCALE: N.T.S.



GATE DETENT DETAIL

SCALE: N.T.S.



FENCE / BARBED WIRE ARM DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:



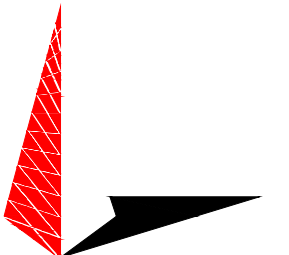
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

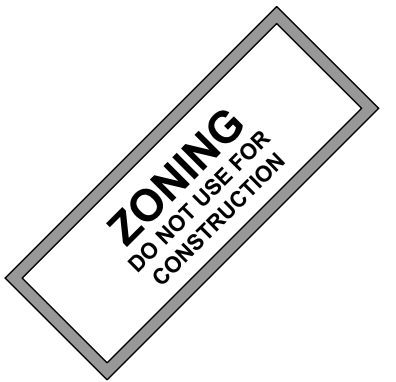
SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011



REV	DATE	ISSUED FOR:
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:

**FENCE
DETAILS**

SHEET NUMBER: REVISION:

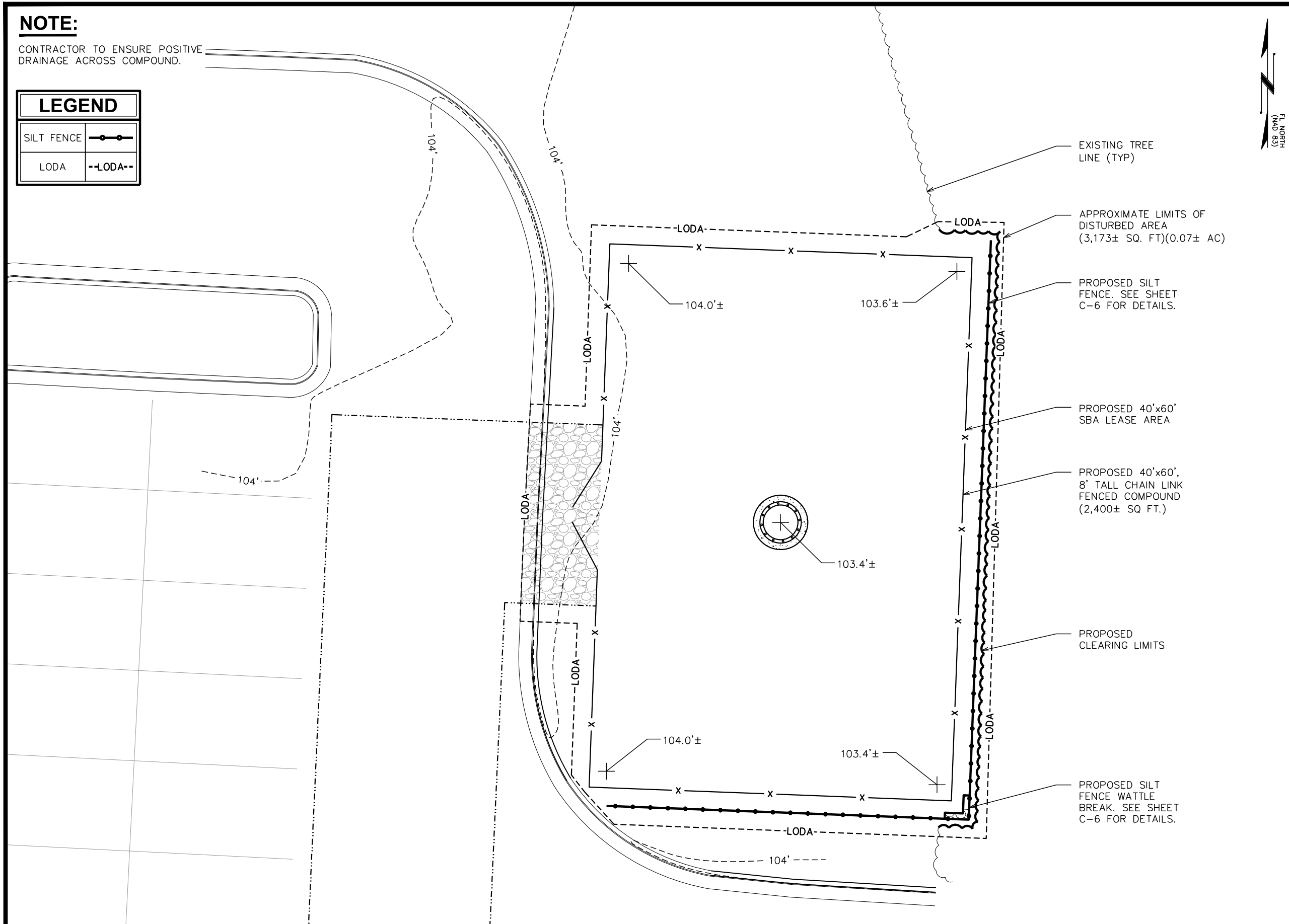
C-4

1

TEP #: 274975

CONTRACTOR TO ENSURE POSITIVE
DRAINAGE ACROSS COMPOUND.

LEGEND	
SILT FENCE	
LODA	



SBA 

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

**SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD**

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
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FL COA#: 31011

ZONING
DO NOT USE FOR
CONSTRUCTION

1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

SHEET TITLE:

GRADING & EROSION CONTROL PLAN

SHEET NUMBER: C-5	REVISION: 1
	TEP #: 274975

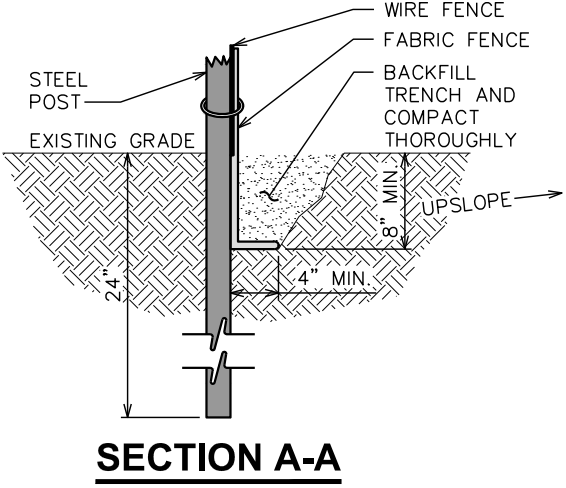
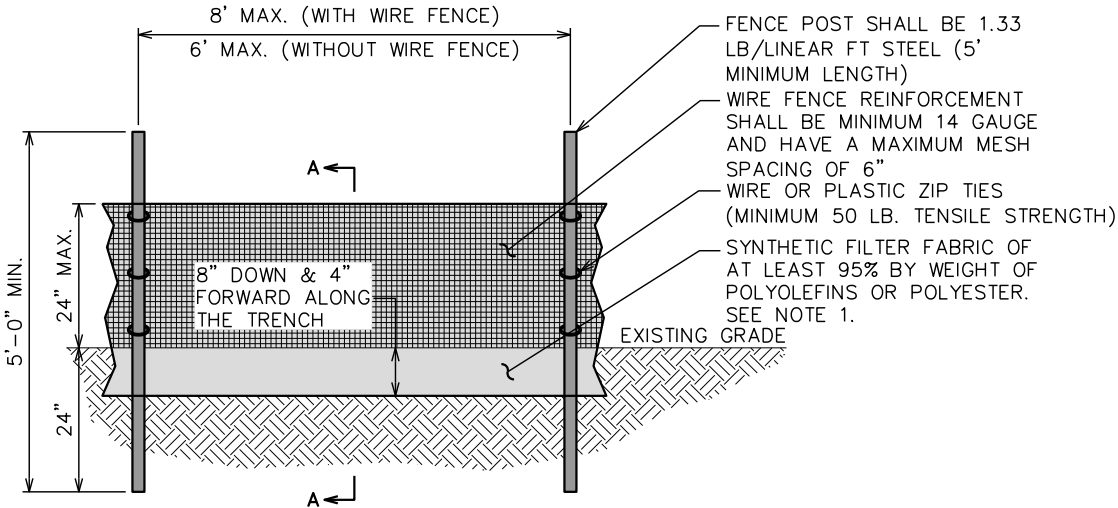
GRADING & EROSION CONTROL PLAN

SCALE: $\frac{3}{32}" = 1'-0"$



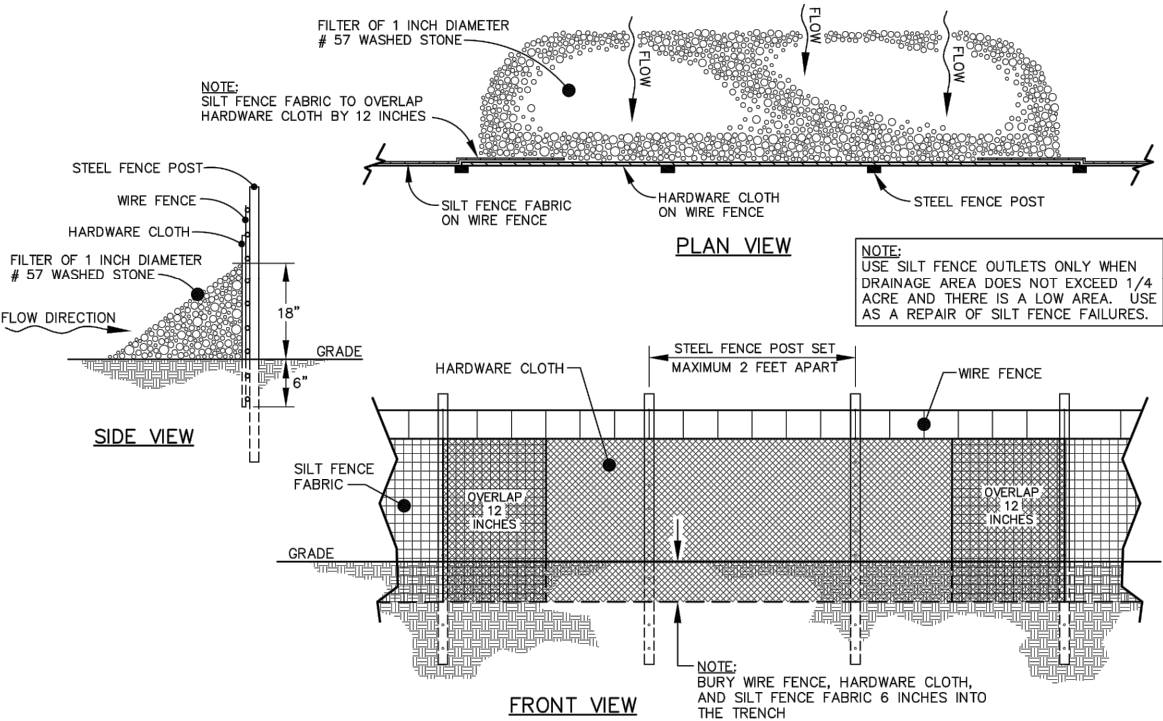
NOTES:

- 1. FILTER FABRIC SHALL CONFORM TO THE REQUIREMENTS LISTED IN ASTM D 6461.
- 2. ENDS OF INDIVIDUAL FILTER FABRIC SHALL BE SECURELY FASTENED AT A SUPPORT POST WITH 4 FEET MINIMUM OVERLAP TO THE NEXT POST.
- 3. PACE 12 INCHES OF FABRIC ALONG THE BOTTOM AND SIDE OF THE TRENCH.
- 4. INSPECT SEDIMENT FENCE(S) AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL.
- 5. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE.
- 6. AFTER CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS, BRING THE AREA TO GRADE AND PROPERLY STABILIZE THE SITE.



SILT FENCE DETAIL

SCALE: N.T.S.



STANDARD SILT FENCE OUTLET DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:



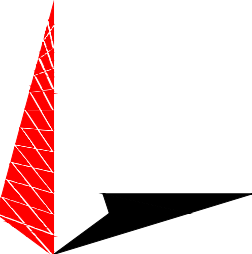
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

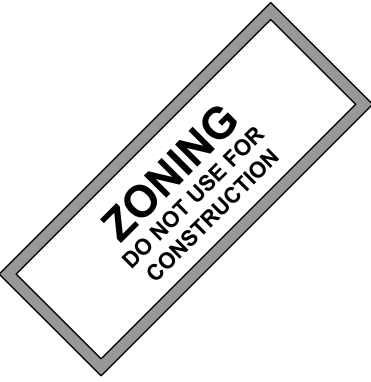
**SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD**

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011



REV	DATE	ISSUED FOR:
I	04-13-23	ZONING DRAWINGS
O	04-12-23	ZONING DRAWINGS

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:

**SILT FENCE &
MATTING DETAILS**

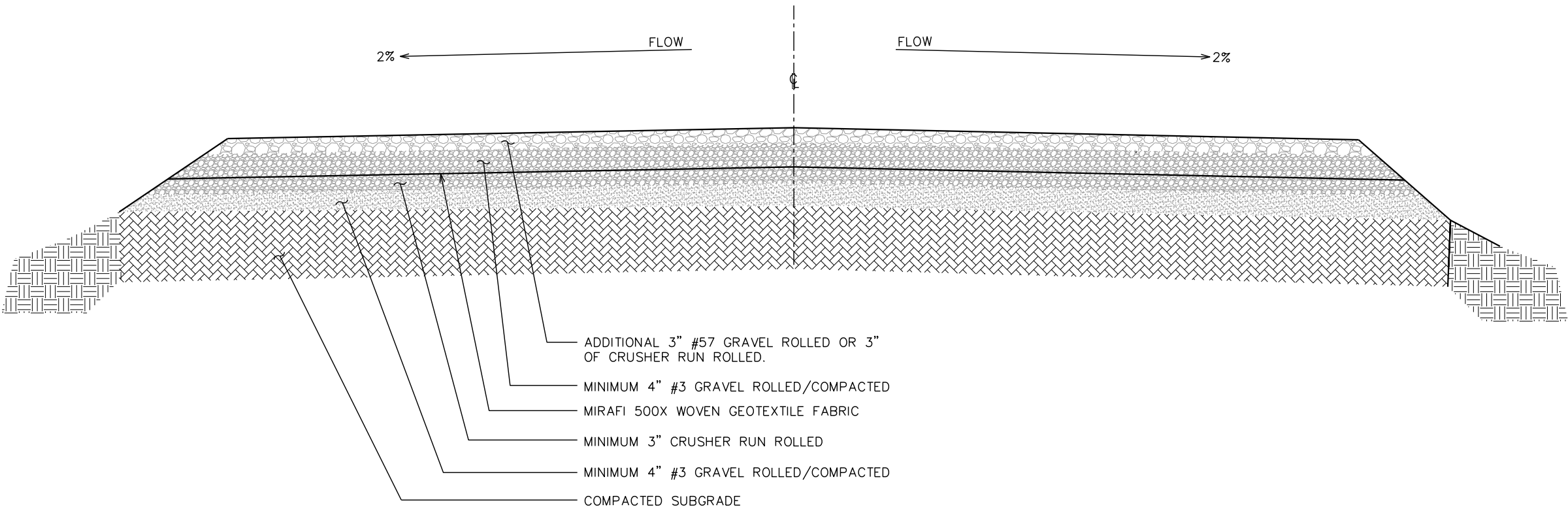
SHEET NUMBER:

C-6

REVISION:

1

TEP #: 274975



ACCESS ROAD DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:



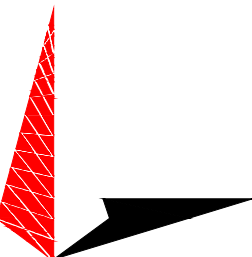
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011



REV	DATE	ISSUED FOR:
I	04-13-23	ZONING DRAWINGS
O	04-12-23	ZONING DRAWINGS

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:
**ACCESS ROAD
DETAIL**

SHEET NUMBER: C-7	REVISION: 1 TEP #: 274975
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Vanguard® Medium FTS 370r LED

The Vanguard Medium FTS 370r is a red L-864 medium intensity LED obstruction lighting system for structures 150' to 1050' AGL (FAA tower types A1-A3). The system also meets FAA L-885 low intensity catenary requirements. It complies with CAR 621 2nd edition for medium intensity CL-864 flashing lights and ICAO 6th edition standards for medium intensity type B obstacle lights.

The FTS 370r uses a single cable for communications as well as beacon and marker power. Firmware can be upgraded for future compatibility with no need for controller modification. The single enclosure houses a low-voltage environment, removing the need for an interlock switch and allowing alarms to remain active when the door is open.

Standard Features

- Infrared (IR) lighting – NVG and NVIS compatibility using 850nm IR LEDs on the flashhead per FAA AC 150/5345-43J
- Interleaved LEDs and by-pass circuitry provide longer life by allowing the loss of individual LEDs up to the 25% limit
- Surge immunity of 25kA to withstand 99% of all lighting strikes
- Patented Fresnel optics to minimize ground scatter
- Ruggedized photodiode in metal housing with shielded cable
- Input power breaker switch eliminates replaceable fuses
- Aircraft Detection Lighting Systems (ADLS) interface
- Automatic failsafe switches to day mode if no mode change detected
- 4-line OLED backlit display for visibility in any lighting conditions
- Dry contact monitoring (day, night, marker, PED, GPS, comm alarms and mode status)
- Compliant with FAA AC 70/7460-1M and 1L
- 5-year warranty

System Options

- SMART card – monitor and control the system remotely, and receive full diagnostic information through LTE modem or ethernet-based connectivity. SNMP, Modbus or Eagle protocols may be used.
- LTE modem for improved communication stability
- Outdoor Wi-Fi antenna for onsite diagnostics and lighting inspections
- GPS synchronization
- Upgrade firmware remotely
- TECK90 support – provides protection from RF interference and damage on high-power broadcast towers up to 700' AGL



FTS 370r

SPECIFICATIONS	
Regulatory Compliance	FAA AC 150/5345-43J L-864, L-885
	FAA AC 70/7460-1M
	ICAO Annex 14 6th edition Medium Intensity type B
	Transport Canada CAR 621 2nd edition CL-864
	DGAC L-864
	CSA
Input Voltage	CE
	100-240 VAC
	±48 VDC (optional)
Frequency	50-60 Hz
FH Dimensions	15,8 dia. x 7,3" (400 dia. x 190,5 mm)
FH Weight	26,3 lbs (11,92 kg)
FH Aerodynamic Wind Area	99,1 in² (0,06 m²)
Marker Power Consumption*	2,1 W (3,4 W with IR)
Marker Dimensions	9 x 2,8 x 2,1" (228,6 x 69,9 x 54,1 mm)
Marker Weight	1,6 lbs. (0,7 kg)
Controller Dimensions	23 x 17,1 x 6,4" (584,2 x 434,3 x 162,6 mm)
Controller Weight	44 lbs (20 kg)
Protection Rating	IP66, NEMA 4X

POWER CONSUMPTION				
		Wattage (IR)	Flash Rate**	Flash Intensity
L-864	Night (red)	40 W (40 W)	20/30/40 fpm	2,000 ±25%ECD
L-885	Night (red)	50 W (50 W)	60 fpm	2,000 ±25%ECD

FAA RED TOWER LIGHTING

FAA AC 70/7460-1M

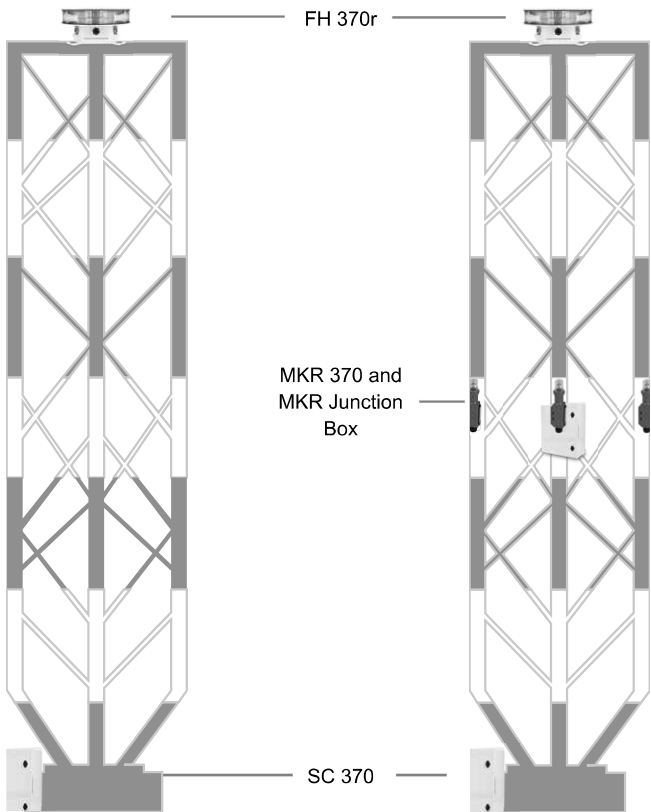
- **Tower Type A1:** 150-350' including any appurtenances with 1 L-864 red/infrared medium intensity beacon and 2 or more L-810 red/infrared marker lights configured to flash in sync with the L-864 at 30 fpm
- **Tower Type A2:** 350-700' including any appurtenances with 3 L-864 red/infrared medium intensity beacons at 30 fpm
- **Tower Type A3:** 700-1050' including any appurtenances with 5 L-864 red/infrared medium intensity beacons at 30 fpm

FAA AC 70/7460-1L

- Same as 1L but no infrared requirement

FAA AC 70/7460-1K

- **Tower Type A1:** 150-350' including any appurtenances with 1 L-864 red medium intensity beacon and 2 or more L-810 marker lights
- **Tower Type A2:** 350-700' including any appurtenances with 3 L-864 red medium intensity beacons and 6 steady-burn L-810 marker lights (8 markers if square)
- **Tower Type A3:** 700-1050' including any appurtenances with 5 L-864 red medium intensity beacons and 9 L-810 marker lights (12 if square)



FAA A1 Tower Type (1M and 1L)

FAA A1 Tower Type (1K)

*Not included in system power consumption.
**Only 30 fpm is applicable for FAA-certified applications files under AC 70/7460-1M, and requires the use of L-810(f) depending on the height of the structure.

FLASH TECHNOLOGY



Vanguard® Medium FTS 370r LED

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Standard Features

- " Infrared (IR) lighting - NVG and NVIS compatibility using 850nm IR LEDs on the flashhead per F M A C 150/5345-43J
- " Interleaved LEDs and by-pass circuitry provide longer life by allowing the loss of individual LEDs up to the 25% limit
- " Surge immunity of 25kA to withstand 99% of all lighting strikes
- " Patented Fresnel optics to minimize ground scatter
- " Ruggedized photodiode in metal housing with shielded cable
- " Input power breaker switch eliminates replaceable fuses
- " Aircraft Detection Lighting Systems (ADLS) interface
- " Automatic failsafe switches to day mode if no mode change detected
- " 4-line OLEO backlit display for visibility in any lighting conditions
- " Dry contact monitoring (day, night, marker, PED, GPS, comm alarms and mode status)
- " Compliant with F M A C 70/7460-1M and 1L
- " 5-year warranty

System Options

- " SMART card - monitor and control the system remotely, and receive full diagnostic information through LTE modem or ethernet-based connectivity. SNMP, Modbus or Eagle protocols may be used.
- " LTE modem for improved communication stability
- " Outdoor Wi-Fi antenna for onsite diagnostics and lighting inspections
- " GPS synchronization
- " Upgrade firmware remotely
- " TECK90 support - provides protection from RF interference and damage on high-power broadcast towers up to 700' AGL

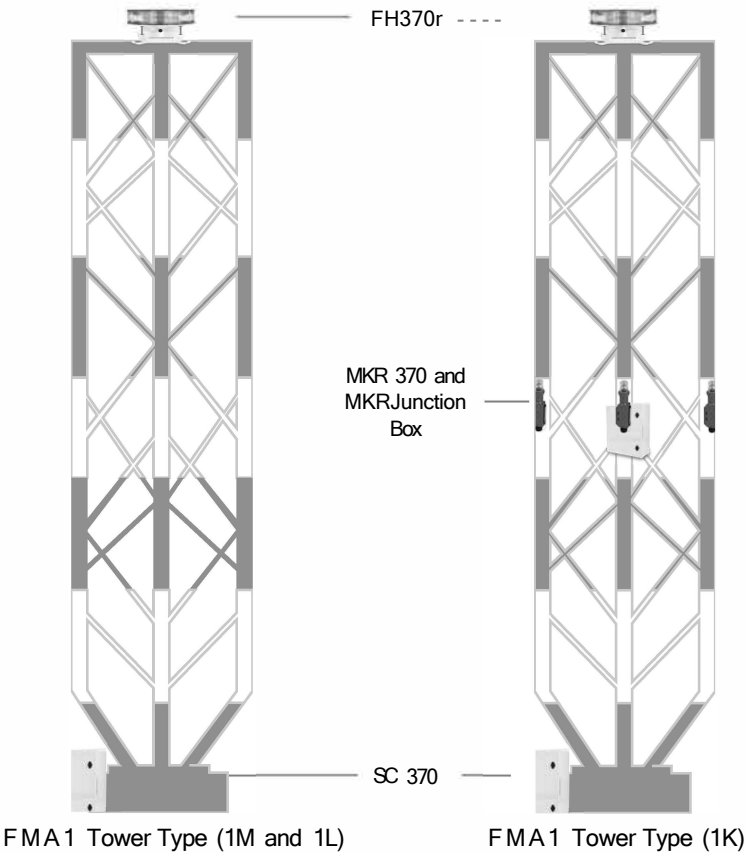


SPECIFICATIONS	
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	FAAAC 70/7460-1M
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FAA RED TOWER LIGHTING

- FAA AC 70/7460-1M**
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- FAA AC 70/7460-1L**
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- *Not included in system power consumption.
**Only 30 tpm is applicable for FM-certified applications files under AC 7017460-1M. and requires the use of L-810(t) depending on the height of the structure.



FLASH TECHNOLOGY

flashsales@spx.com | flashtechonology.mx/obstruccion | 1.615.503.2000



MINUTES OF THE PLANNING BOARD
February 13, 2024

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

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Assistant City Attorney Lindsay, Assistant City Administrator Forte, Help Desk Technician Russo, Development Services Director Morris, City Surveyor Odom, Development Services Coordinator Statler, Executive Assistant Chwastyk, Assistant Airport Director Remington, Administrative Assistant Partington

STAFF VIRTUAL: None

OTHERS PRESENT: Douglas Wassmer, DD Gomes, Henry Gomes, Carol Conde, Renee Wilhoit, Chris Wilde, John Bullock, Royiv Rayah, Verkat Kardi, Ashok Ailtharaju, Bob Gerold, Joseph Kyle, Shankar Gadupudi, Chris Tonn, Tony Jones, Charles Liberis, Brian Spence, James Gulley, Ronnie Mart, Jawad Ayyad, Ibrahim Ayyad, Alan Gray, Amir Fooladi, Calli Sivils, John Buzzell

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 9, 2024
- **New Business:**
- Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD
- Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 Elkton Street, Zone R-1A
- Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC
- Conditional Use Permit for Communications Tower – 2650 Creighton Road, Zone C-

- 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 Van Hoose made a motion to approve the January 9, 2024, minutes, seconded by Board Member Sampson, and it carried 6:0.

New Business –

Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD

Assistant Planning & Zoning Manager Harding introduced the item. SMP Architecture is requesting conceptual aesthetic review for a new 48-unit residential development with parking. Since this item is for conceptual review, staff has not examined the preliminary renderings for strict compliance with the Gateway Redevelopment District standards, stormwater requirements, landscaping, etc. At this time, the applicants are only asking for the board's feedback regarding the overall design, massing, and siting of the project and its features. This application has been routed through the various City departments and utility providers.

The purpose of the Gateway Redevelopment District was read to the board members. Brian Spencer of SMP spoke to the board. The parcel backs up to C-3, near Bagel Heads and across from the site is the back of South Market Restaurant, all businesses within the area were mentioned. Mr. Spencer point out that there's more redevelopment opportunity in GRD since a common theme among other developments is not present. Phillip Partington of SMP addressed the board next. He presented more slides for the board to view and went over what is allowed in zoning district GRD, feeling this is an appropriate use for this property; proposing 96-units, 48-units per building which is about half of the maximum density allowed. Off-street parking requires 1 space per unit, they will have 96-units they and will be providing 240 spaces all within the footprint of the building. Mr. Partington went over the required setbacks, 10 feet on Gregory side and 5 feet on other boundaries. Primary access is on Heinberg, along they may look at providing access on Old Gregory to the east of where the bridge comes in at, they would have to get FDOT approval since it's a state road, but for now access will be on Heinberg. The way they want to build will provide view corridors with 64 percent lot coverage, they will be 40 percent open. The design team met with City Arborist, and designed around a massive tree in the middle, they are preserving a number of trees and will mitigate if necessary. Board Member Grundhoefer asked about material being used and why they are no longer making it white, Mr. Partington felt it was too much white so they are using a warm mahogany tone of stucco. They plan on using a screen type material for the green wall to grow on. Balconies will have restrictions; those will be addressed in covenants. They will try to get access to Gregory towards the eastern end of their property. The pumphouse is owned by Pensacola Energy, they own property all around. It was confirmed that Gregory is a state road, any changes would have to have prior approval from the FDOT. Exit and entrance will be on Heinberg, no plans to widen. Board Member Powell appreciated the applicant

going line by line through the code. Board Member Van Hoose appreciated the representative pictures presented and inquired if they were committed to the colors in the renderings. Mr. Partington replied yes, though there may be minor changes. The development will have a deep pile foundation, so they are not concerned with noise of train tracks. Mr. John Bullock spoke and has concerns about the access only being on Heinberg since there's a possibility of 240 more cars on Heinberg with this new development. He feels a traffic study should be done. Mr. Alan Gray also spoke and hopes this will be looked at favorably. Mr. Chris Tonn spoke and has traffic concerns for Heinberg as well, and welcomes additional traffic studies. City of Pensacola transportation planner is aware of project and will be kept in the loop and will be speaking to those associated with the project. Brian Spencer mentioned the condo residents have a fluid schedule, not concentrated at specific times for those concerned about the traffic. The board offered the applicants ideas and concepts of the board's interpretation and observations and that the applicants will take those to heart. **Board Member Powell made the motion to recommend conceptual approval, seconded by Vice Chairperson Larson, and it carried 6:0.**

Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 BLK Elkton Street, Zone R-1A

Assistant Planning & Zoning Manager Harding introduced the item. A request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels under a single ownership. The purpose is to develop the parcels as a subdivision which will also be reviewed by Planning Board in the future. This application is a rehearing, and the original application was presented in August 2023 where the board voted 6-0 to "deny the application without prejudice and to allow the applicant to return to Planning Board to verify concerns heard by the public". The applicant has had further discussions with neighbors. This request has been routed through the various City departments and utility providers. Mr. Charles Liberis, the applicant, addressed the board. The property is to the east side of Bayou Chico, has a right-of-way that has never been used. A vacation will not impact the neighbors to the north since they have an exit to the north of their property. He asked that the board please reconsider. Board Member Grundhoefer asked if access to water has been resolved, Liberis stated it has not been resolved and it's private property, any one going to the water that way is trespassing. This is a city right-of-way, if the vacation is approved, it will be basically deeded to the property owner or applicant. The board members had a discussion regarding access for properties surrounding the property in question. What has changed from the last meeting is the homeowner that had concerns, no longer has those concerns. Ms. Renee Wilhoit spoke and stated that would have a problem if she will be land locked if this approved. She's not against this item, she just does not want it to affect her negatively. No one uses the right-of-way currently. The homes located at 3501 and 3505 Marques still have access to public right-of-way if this vacation goes through. Staff confirmed that Ms. Wilhoit's property would not be impacted as a result of a vacation. Mr. Douglas Wassmer spoke and felt that there's no water access on Marques Street. Chairperson Ritz reiterated that his comment did not apply to the item they are discussing. Board Member Grundhoefer asked if the City could clean this right-of-way up, Assistant City Attorney Lindsay replied that it requires private parties to resolve it, but the city would cooperate in any way they can. **Board Member Grundhoefer made**

a motion to approve, seconded by Board Member Van Hoose and it carried 6:0.

Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA

Assistant Planning & Zoning Manager Harding introduced the item. Rajiv Rajah is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1421 N. 6th Avenue (total of two parcels) and 1419 N. 6th Avenue. The properties are currently zoned R-1AA, Medium-Density Residential Zoning District, and the existing Future Land Use (FLU) designation is MDR, Medium-Density Residential. The applicant is proposing to amend the zoning district to R-NC, Residential/Neighborhood Commercial Zoning District, and the FLU to Residential/Neighborhood Commercial Land Use. The properties are currently “existing nonconforming” in terms of land use and setbacks. If approved, the desire is to bring the lots into zoning compliance with the intent to later subdivide, since the requested zoning would accommodate smaller setbacks and lot requirements. This application has been routed through the various City departments and utility providers. Currently R-1AA zoning allows for single-family detached, duplexes, townhomes, cemeteries, churches and currently one of the lots has three single family detached residences which would not be normally permitted in this zoning district. R-NC allows for residential design manufactured homes, retail food and drugstore, personal service shops, clothing and fabric stores, specialty shops, floral shops, bakeries, health clubs, martial arts studios, laundromats, outdoor sales of trees and shrubs and any uses permitted in R-2. It was reiterated that the board is not approving a project, they are reviewing a proposed change to the zoning, and any of those allowed uses could become by right allowed if this goes through to city council. This would have two readings before city council since ordinances are involved. Mr. Rajiv Rajah, the owner of the parcels was there to address the board. Board Member Grundhoefer wanted clarification, R-1AA does not allow multi-family, but it's already there. Multi-family is treated as commercial. All lots have structures on them, none are vacant. Board Member Van Hoose inquired as to why he needed the rezoning, applicant replied he was under the impression that it had to be rezoned in order to be able to split the lot to bring it into compliance. If existing houses remain it would be exempt from the CRA overlay requirements, defer to underlying zoning districts for minimum lot sizes. A discussion began about if re-platting the parcels would then bring it into compliance. The board discussed how R-2 is less intensive than R-NC, the board may suggest going to R-2 instead and it would be legal since it would be transitional zone and not spot zoning. Board Member Grundhoefer stated he will not support R-NC, but will support R-2. The applicant still has the ability to lobby for his original request when it goes before city council despite what the board recommends. Board Member Van Hoose stated she sees on the map R-NC on Davis and 6th, also that zoning only changes if an applicant requests it. This will go before city council on March 21st. **Mr. Vice Chairperson Larson made the motion to recommend approval to amend the subject properties to a transitional ‘R-2’ zoning district and a future land use designation of ‘O’. Board Member Grundhoefer recommended that language be added to state that Planning Board felt the original request to rezone the property to R-NC (with a future land use of RNC) was too intense of a designation from a 6th Avenue frontage, and therefore suggest that ‘R-2’ and ‘O’ be designated instead since it is less intensive. Chairperson Ritz agreed and added that amendment to ‘R-2’ and ‘O’ would act as transitional zoning and that it still works with the applicant’s desired use of the property. Vice Chairperson Larson amended his motion to reflect**

these statements. Board Member Powell seconded the motion and it carried 6:0. Mr. Tony Jones lives adjacent to property and spoke in opposition to R-NC and R-2. He feels there's already not enough parking and this would cause other issues. He stated he would be sure to speak at the city council against this request. He's at liberty to bring as many of his neighbors to the council meeting to voice their concerns. Chairperson Ritz stated that despite his concerns he doesn't feel it would have changed the outcome. The board was asked to confirm if Mr. Jones' comments would have changed their decisions, and all board members present verbally agreed that it did not and that the board's motion stands.

Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC

Assistant Planning & Zoning Manager Harding introduced the item. Bearing Point 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 annexation request for the subject parcels took place at the February 8, 2024, City Council meeting. The parcels are contiguous to the city limits, located along Airport Blvd, and encompass approximately 7.5 acres. The request indicates that the future plans for the property are to develop a 200-unit apartment complex. These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation. The city reviewed the adjacent zoning districts for the proposed use as multiple-family attached dwellings and recommends "Residential/Office Land Use District" (R-2) for the new zoning district and "Office" (O) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. Currently, Escambia County has it zoned as Commercial. There are no issues with the proposal, only if we were creating an enclave and we are not doing that. The board reviewed the map and the surrounding zones of those parcels. They chose R-2 because it is adjacent to existing R-2, and it allows multi-family without allowing all the heavy commercial uses aligning with the developer's request and intended development of the property. **Vice Chairperson Larson made the motion to recommend approval. Chairperson Ritz clarified that the motion was to recommend a zoning district of 'R-2' and a future land use of 'O' as proposed. It was further clarified that 'R-2' was an appropriate zoning assignment for the parcels since they were contiguous to other properties in the city zoned 'R-2' and 'O'. Board Member Powell seconded the motion and it carried 6-0.**

Conditional Use Permit for Communications Tower—2650 Creighton Road, Zone C-1

Assistant Planning & Zoning Manager Harding introduced the item. SBA Communications along with its service provider, Verizon Wireless, has requested a Conditional Use Permit for a Communication Tower at 1224 Creighton Road (Walmart Supercenter site). This property is currently zoned Commercial (C-1), which permits this use by the granting of a Conditional Use Permit. The proposed tower will be a 90-foot-tall monopole with a 5-foot-tall lighting rod, for a total height of 95 feet. Section 12-3-108 of the Land Development Code addresses this use with specific site plan requirements which have been included in this packet for review. This application has been routed through the various City departments and utility providers, including the Airport who have no objections so long as the total height of the tower is no taller than 95 feet and so long as the structure contains red obstruction lights. Assistant Planning & Zoning Manager Harding read aloud the six standards for approval of conditional use, they are as follows: 1) The proposed use shall

be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map, or regulation adopted by the city council. 2) The proposed use will not adversely affect the public health, safety, or welfare. 3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses. 4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection. 5) The proposed use will not create undue traffic congestion. 6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment. Harold Timmons, representing Tower Engineering Professionals presented the board with a slide presentation. The presentation includes why they feel the site is needed and the goal of the site. Development details were provided in the presentation; some of those provided where ingress/egress will be from Creighton Road, along an existing drive aisle located within a 20' non-exclusive access and utility easement, visitation limited to equipment support/maintenance personnel, signage is limited to safety and tower owner contact information, and lighting is required for air safety navigation. The tenant will be Verizon Wireless. The tower will be located on a part of Walmart's property that they do not utilize. Harold Timmons mentioned that Verizon complies with all Federal, state, and local requirements. The lighting on the structure is a safety feature for small aircraft that is being required by the local airport director. Board Member Sampson wanted to know why they chose that location since it's in direct path of aircraft. Harold Timmons replied, SBA has a relationship with Walmart, its heavy retail, highly commercial area, and they are willing landowners. Walmart selected the spot for the tower, it suits their needs, it's the best location to have the least amount of impact. They make sure to obtain approval from the FAA, they provide a notice of hazard of air navigation after they have studied it to make sure it's acceptable. They are bound to build what is approved by the board; they will abide by that. If they need to come back to the board for an amendment. Assistant Airport Director of Planning & Engineering Remington stated they look very closely at proposals such as this. They worked with the client to get the tower below an acceptable height from their standpoint. Their primary concern is the safety of passengers flying from the airport. It was looked at from an IFR standpoint which resulted in them lowering the height of the tower, they looked at it from a 1,000-foot extension on an 8,000 foot runway. They looked at it as if it existed today and if it was extended in the future, it would not be in conflict with the runway as it is today and in the future. Bob Gerold lives in the area, he would like the tower moved back, he does not want the red blinking light coming into his front window and feels it's an intrusion into their neighborhood. Assistant Airport Director Remington stated the obstruction lighting was a request from the airport to prevent aircraft from striking the tower, they can shield that obstruction light from the bottom so that those on the ground can't see it, it would only be visible to aircraft. Carole Conde, resident close to Walmart spoke out against the tower being put in that location, if it has to be put there, please move it to a different location in the parking lot. Chris Wilde just asked the board to consider the families that live in the neighborhood. Harold Timmons went over some of the photos in the slide presentation, he feels the trees in the neighborhood will block the visibility of the tower for the neighborhood. There has not been any discussion with Walmart about moving the tower, he feels they would not be open to doing so, they usually want you in an area they do not utilize. He will make sure to have that conversation with Walmart to see if they are willing to move it and they are willing to look at what they can do to mitigate the lighting on the

structure such as shielding that meets the Airports requirements. Airport Assistant Director Remington went over the calculations for determining the height differential for moving the tower closer to the airport. They will do some research of examples of the lights with the shields to see how it looks from a neighbor's standpoint. The red light would be a steady burning red light not a strobing light, it would always be on. The lower they take the tower the less carriers would be able to utilize the tower. The board went back over the six standards to approve the conditional use request. Assistant Airport Director Remington had made a comment earlier just because it's legal doesn't mean it's a good idea, he expanded on that comment. Building towers of any type in the direct approach of a runway is not a sound planning principle. In this instance, they have been careful to try and ensure what the requirements are for the FAA. More discussion took place regarding what would have to be done for the neighbors to help them be more accepting of the tower. Board Member Grundhoefer stated that they have met all the requirements and zoning allows for this use. Assistant Planning & Zoning Manager Harding mentioned that regardless of what the board decides, it will go before the city council. As with all conditional uses, the city reserves full authority to deny any request for a conditional use or to impose reasonable conditions on that use. **Chairperson Ritz made the motion to recommend approval of the conditional use of the tower at its current height, and that the applicant investigate using shields for the illuminated red lights as described by the Airport's representative. Board Member Grundhoefer seconded the motion and it carried 4-2, with Board Member Van Hoose and Vice Chairperson Larson dissenting.**

Open Forum – none

Discussion

Planning & Zoning Manager Cannon gave an update on the LDC assessment by Inspire and the five-day working sessions. All the information is with Inspire Placemaking to put into a report to come back to staff to make comments. The project is on track to come before the board in May for an informational presentation. Board Member Van Hoose stated that they did a great job with assessment. Staff then went over items that the board voted on that went before city council.

Adjournment – With no further business, the Board adjourned at 5.10 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

From: Taffe, Clinton <Clinton.Taffe@uth.tmc.edu>

Sent: Monday, February 19, 2024 3:59 PM

To: Cynthia Cannon <CCannon@cityofpensacola.com>

Subject: [EXTERNAL] 2/13 Public hearing / Conditional Use Permit for Communications Tower-Creighton Blvd.

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Good afternoon, Ms. Cannon:

I am writing as pertains last weeks' public meeting, to consider a Conditional Use Permit (communication tower) at 2650 Creighton Blvd (Walmart property). My interest here is that, along with my brother, we own the parcels at 7100, 7106 & 7108 Tippin Ave.

The meeting was held 02/13, however, the notice of the meeting did not reach my home, in Houston, TX, until 02/17. Just an FYI.

I have reviewed the attachments, etc., from the Planning Dept. website, for this matter. I appreciate that your office posts such materials.

As the project is proposed, locating the tower on the east to northeastern portion of the Walmart property, I have no objections to the project. If the Planning Dept. determines all is in order, then I trust all will be fine. However, should plans be revised, and the tower site moved to the west side of the Walmart property, to the USPS property, or other property adjoining my own, then I would like another opportunity to review/comment. I hope to retire to my property, in a couple of years, and would prefer not to live directly under such a tower.

Thank you for your service to the City. Dealing with the public isn't always easy, I know.

Clinton Taffe



Clinton P. Taffe, MPA, CGFM "Buzz"

Sr. Grants & Contracts Specialist

6431 Fannin Street, MSB 4.022, Houston, TX 77030-1501

713-500-7269 (tel) / 713-500-7213 (fax)

Clinton.Taffe@uth.tmc.edu

TO: SBA Communications
FROM: Walmart Real Estate
DATE: February 19, 2024
SUBJECT: FL28542-S -WM 1224 Creighton Rd

To Whom It May Concern:

In relation to the proposed construction and operation of a Cell Tower at the Walmart Store commonly referred to as Walmart #1224, located at 2650 Creighton Rd. Walmart has considered the proposed change of the tower lease area location as per discussed during the Planning Board meeting, occurred on February 13, 2024, in the City of Pensacola (FL).

At the requested proposed alternative location, “to keep the tower in the Walmart Parking lot but set back from it currently proposed position by 600 to 800 feet” – as shown below -, this will not be viable or acceptable due to the use of parking spaces. Also, this will cause the interruption / hindrance to the flow to the parking lot, as well could be an issue with fire truck turnaround.





Walmart Inc.
702 SW 8th Street
Bentonville, AR 72716
Phone 479-273-4000
www.walmart.com

In the process of finding viable areas within the Walmart properties for the construction of Cell Towers with SBA Communications, the proposed areas take in consideration several aspects of the zoning ordinance, retail business and the one of the conditions to the acceptance of these projects is to guarantee that traffic areas (as for ingress and egress, utilities, as well as parking lots) won't be disrupted by the chosen location of the proposed Cell Tower.

Sincerely,

Walmart Real Estate Business Trust

Jimmy Buchanan

Name: Jimmy Buchanan

Title: Sr. Manager, Everyday Services

Date: February 19, 2024



Site Number: FL28542-S
Site Name: WM 1224 Creighton Rd
Proposed Monopole

2650 Creighton Rd
Pensacola, FL 32504
(Escambia County)

AMENDED 02.29.2024



February 29, 2024

Mrs. Juliana Mahlmeister
SBA Communications Corporation
(561) 226-9519

Subject: S_WM 1224 Creighton Rd Proposed Tower Photo Simulations

Dear Mrs. Mahlmeister,

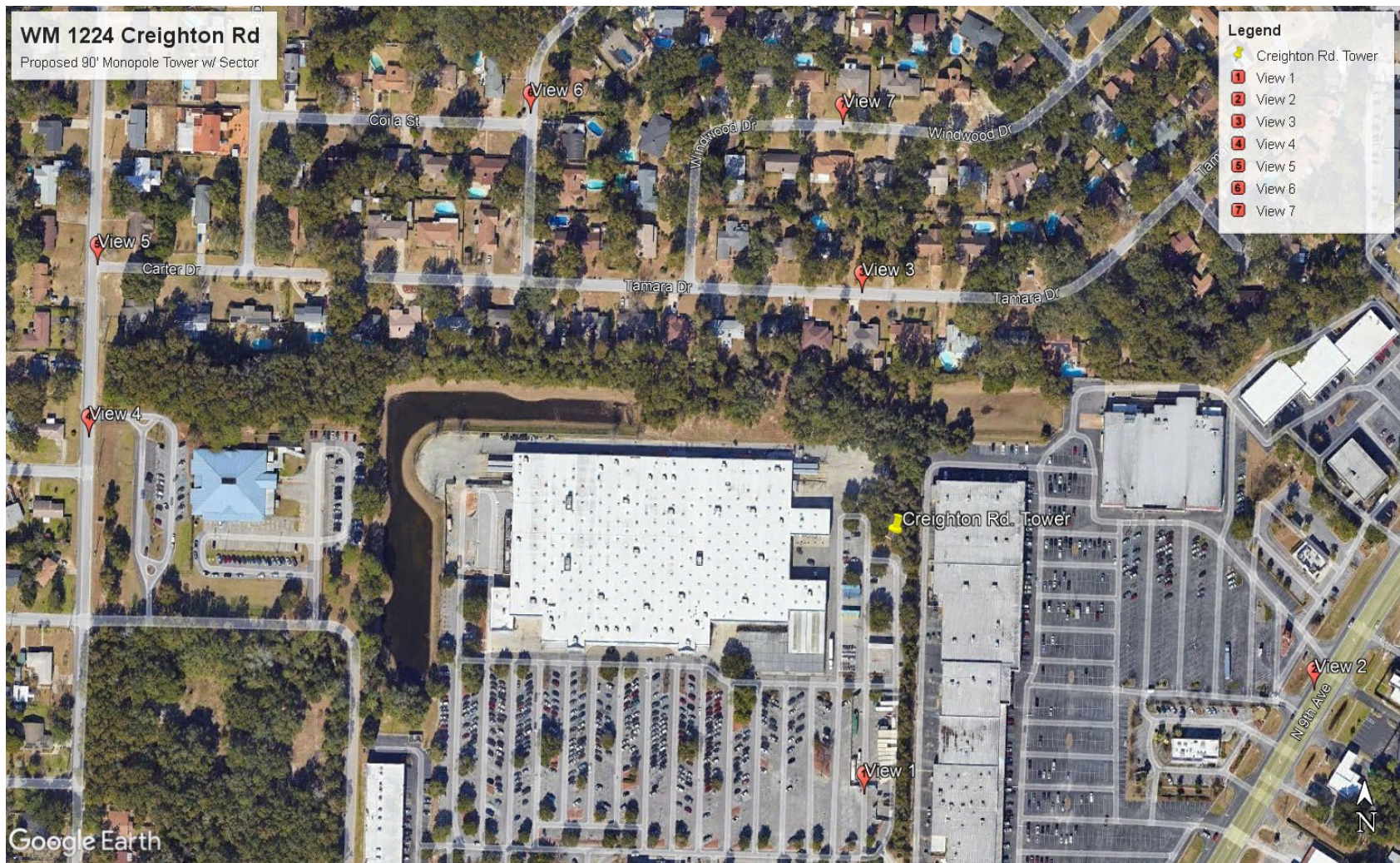
Tower Engineering Professionals, Inc. (TEP), on behalf of SBA Communications, has completed a photo simulation for a proposed 90-ft AGL (95-ft AGL overall with appurtenances) monopole communications tower to be located at latitude: N 30° 29' 51.52" longitude: W 87° 11' 28.29" (NAD 83) at 2650 Creighton Road in Pensacola, FL. The subject parcel is an approximately 26.4-acre parcel of land owned by Walmart Stores East, LP, a Delaware Limited Partnership. The proposed tower will be located within a proposed fenced, 2,400 square foot compound on the east side of the property.

Utilizing Google Earth, TEP superimposed a placemark at the proposed tower location, which was elevated above the ground level to a height of 90-ft (~27-meters) to simulate the top of steel of the proposed structure. TEP subsequently utilized the program's Street View feature, which provides continuous photography along public rights-of-way, and digital elevation modelling ability to superimpose the elevated placemark on the existing Street View photography and determine the location of the top of the proposed tower from various viewpoints. This technique was utilized to create the Photoshop simulations utilizing recently obtained photographs, to simulate the appearance of the proposed tower when viewed from numerous locations within an approximately 0.25-mile radius of the proposed tower site. The tower was not visible from the locations specified in the photo simulations along Northbrook Dr, Windwood Dr, and Carter Dr.

The full profile of the proposed tower is not anticipated to be visible from any of the surrounding residential areas. Additionally, the presence of mature vegetation north and east of the proposed tower location will either fully or partially obscure the view of the tower from the neighboring residential areas, especially during summer months when deciduous trees contain leaves. Limited views, through the trees, may be possible during winter months. Therefore, it is the opinion of TEP that the proposed tower will not cause a significant visual intrusion to residents in surrounding communities.

Sincerely,

Michael Cassibry
Project Manager
Tower Engineering Professionals, Inc.



Location 1 - Existing View

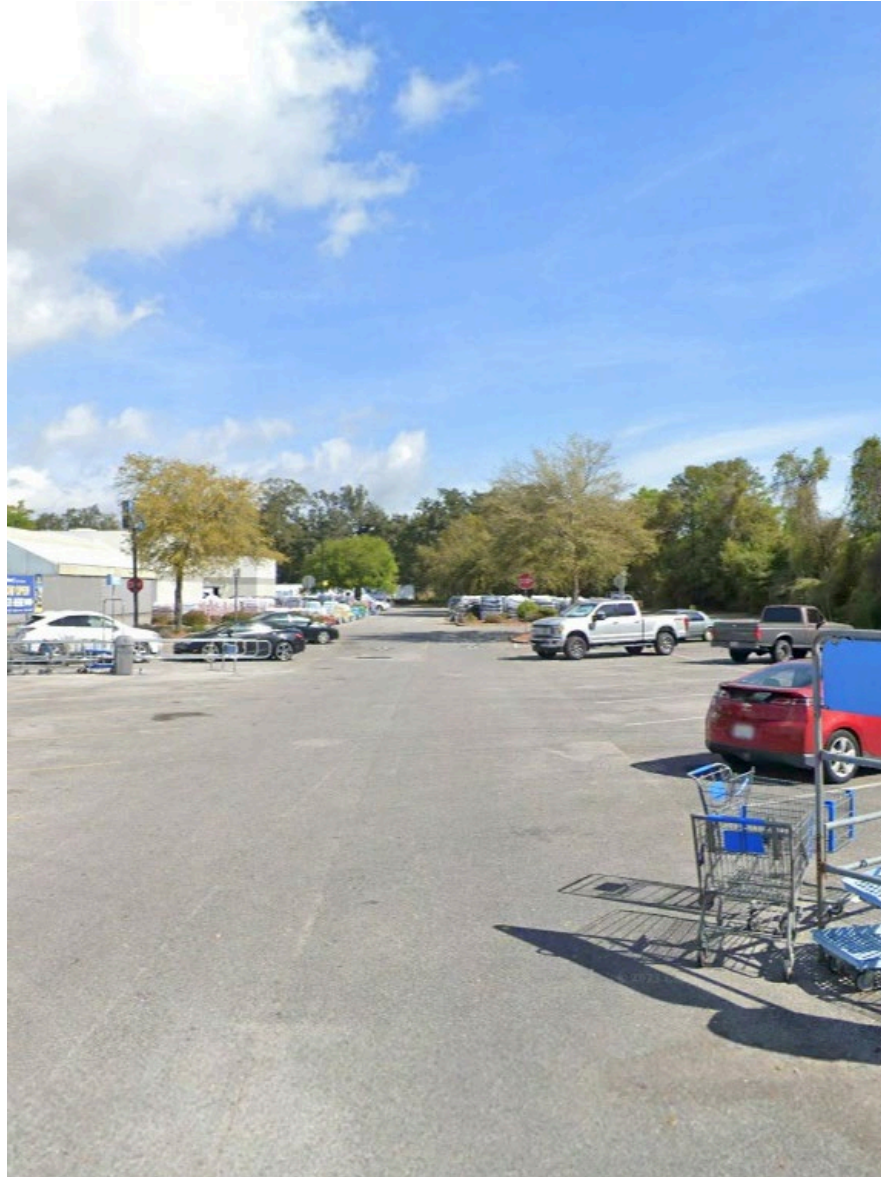


Photo facing North toward the proposed tower location from the Walmart parking lot

Location 1 - Proposed View



Photo facing North toward the proposed tower location from the Walmart parking lot

Location 2 - Existing View



Photo facing West toward the proposed tower location from the N 9th Ave

Location 2 - Proposed View

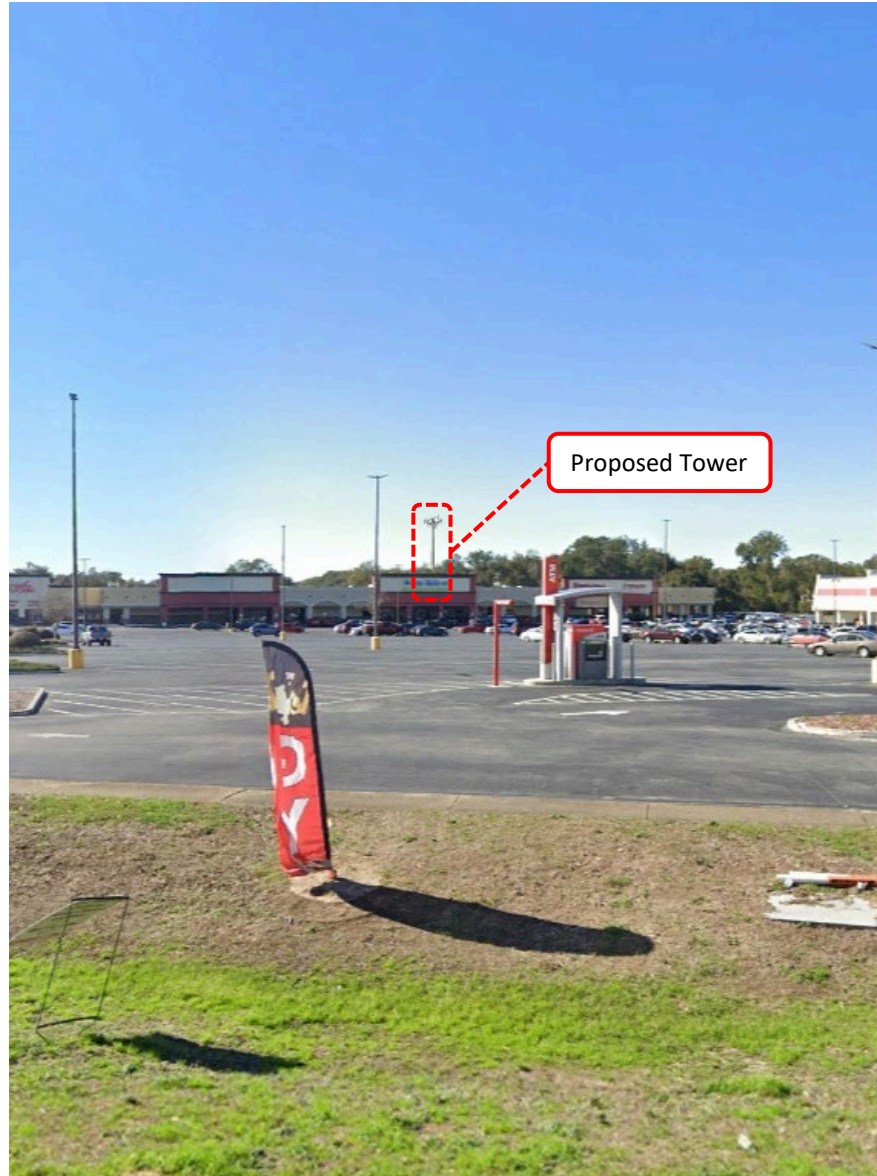


Photo facing West toward the proposed tower location from the N 9th Ave

Location 3 - Existing View



Photo facing South toward the proposed tower location from Tamara Dr

Location 3 - Proposed View

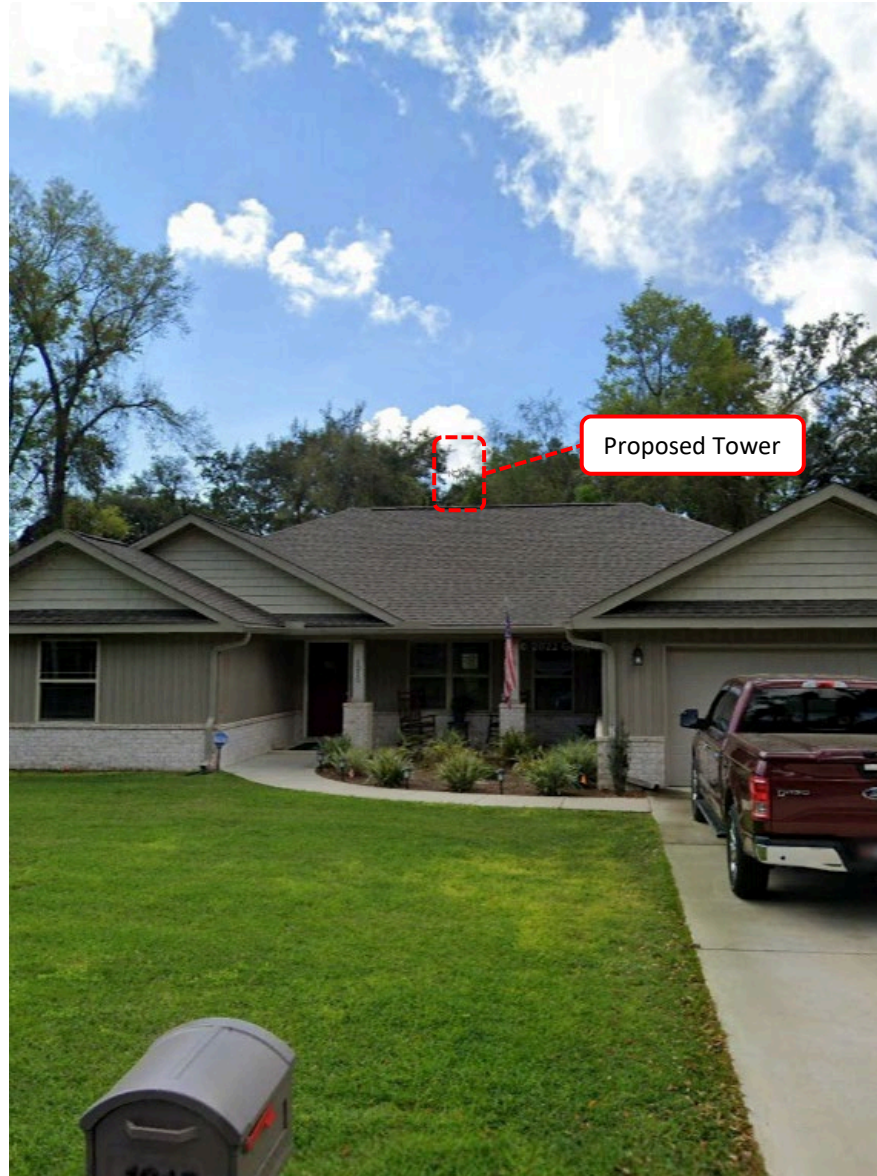


Photo facing South toward the proposed tower location from Tamara Dr

Location 4 - Existing View



Photo facing East toward the proposed tower location from Tippin Ave

Location 4 - Proposed View



Photo facing East toward the proposed tower location from Tippin Ave

Location 5 - Existing View



Photo facing Southeast toward the proposed tower location from the corner of Tippin Ave and Carter Dr.

Location 5 - Proposed View



*Tower not visible
due to tree line

*Proposed Tower

Photo facing Southeast toward the proposed tower location from the corner of Tippin Ave and Carter Dr.

Location 6 - Existing View



Photo facing Southeast toward the proposed tower location from the corner of Coila St. and Northbrook Dr.

Location 6 - Proposed View



Photo facing Southeast toward the proposed tower location from the corner of Coila St. and Northbrook Dr.

Location 7 - Existing View



Photo facing South toward the proposed tower location from Windwood Dr.

Location 7 - Proposed View



Photo facing South toward the proposed tower location from Windwood Dr.

ABBREVIATIONS

AB	ANCHOR BOLT	GR	GRADE	SIM	SIMILAR
AC	ASPHALTIC CONCRETE	GYP	GYPSUM	SPECS	SPECIFICATIONS
A/C	AIR CONDITIONING	GFCI	GROUND FAULT CIRCUIT	SS	STAINLESS STEEL
ADJ	ADJUSTABLE		INTERRUPT	STL	STEEL
A.F.F.	ABOVE FINISH FLOOR	GND	GROUND	STOR	STORAGE
ARCH	ARCHITECTURAL	HC	HOLLOW CORE	STRUCT	STRUCTURAL
APPROX	APPROXIMATELY	HDW	HARDWARE	SUSP	SUSPENDED
A.G.L.	ABOVE GRADE LEVEL	HTR	HEATER	SW	SWITCH
A.M.S.L.	ABOVE MEAN SEA LEVEL	HM	HOLLOW METAL	SWBO	SWITCHBOARD
BD	BOARD	HORIZ	HORIZONTAL	THK	THICK
BLDG	BUILDING	HR	HOURL	TI	TENANT IMPROVEMENT
BLKG	BLOCKING	HT	HEIGHT	TMA	TOWER MOUNTED AMPLIFIER
BOT	BOTTOM	HV	HIGH VOLTAGE	TOS	TOP OF SURFACE
BSMT	BASEMENT	ID	INSIDE DIMENSION	TS	TUBE STEEL
BTS	BASE TRANSCEIVER	INS	INSULATION	TYP	TYPICAL
	STATION	INT	INTERIOR	U	UNDERGROUND
C	COURSE(S)	JT	JOINT	UNO	UNLESS NOTED
CEM	CEMENT	LAM	LAMINATED		OTHERWISE
CL	CHAIN LINK	LBS	POUNDS	VCT	VINYL
CLG	CEILING	LT	LIGHT		COMPOSITION
CLR	CLEAR	LA	LIGHTNING ARRESTOR		TILE
COL	COLUMN	LNA	LOW NOISE AMPLIFIER	VERT	VERTICAL
CONC	CONCRETE	MFR	MANUFACTURER	V.I.F.	VERIFY IN FIELD
CONST	CONSTRUCTION	MAT	MATERIAL	VG	VERTICAL GRAIN
CONT	CONTINUOUS	MAX	MAXIMUM	W/	WITH
CORR	CORRIDOR	MECH	MECHANICAL	WD	WOOD
CO	CONDUIT ONLY	MIN	MINIMUM	WR	WATER RESISTANT
DIA	DIAMETER	MISC	MISCELLANEOUS	WT	WEIGHT
DBL	DOUBLE	ML	METAL LATH	XFMR	TRANSFORMER
DEPT	DEPARTMENT	MO	MASONRY OPENING	Ⓢ	AT
DEMO	DEMOLITION	MS	MACHINE SCREW	[	CHANNEL
DIM	DIMENSION	MTD	MOUNTED	℄	CENTERLINE
DN	DOWN	MTL	METAL	∠	ANGLE
DR	DOOR	(N)	NEW	ℓ	PROPERTY LINE
DTL	DETAIL	NIC	NOT IN CONTRACT		
DWG	DRAWING	NO	NUMBER		
(E)	EXISTING	NTS	NOT TO SCALE		
EA	EACH	O	OVERHEAD		
ELEC	ELECTRIC	OA	OVERALL		
ELEV	ELEVATION	O.C.	ON CENTER		
EQUIP	EQUIPMENT	OPNG	OPENING		
EXP	EXPANSION	OPP	OPPOSITE		
EXT	EXTERIOR	PARTN	PARTITION		
FA	FIRE ALARM	PL	PLATE		
FB	FLAT BAR	PLAS	PLASTER		
FF	FINISH FLOOR	PLYWD	PLYWOOD		
FH	FLAT HEAD	POC	POINT OF CONNECTION		
FIN	FINISH(ED)	PROP	PROPERTY		
FLR	FLOOR	PT	PRESSURE TREATED		
FOS	FACE OF STUDS	R	RISER		
FS	FINISH SURFACE	REQD	REQUIRED		
FT	FOOT, FEET	RD	ROOF DRAIN		
FTG	FOOTING	RM	ROOM		
FW	FINISH WALL	RMS	ROOMS		
F.G.	FINISH GRADE	RO	ROUGH OPENING		
FUT	FUTURE	SC	SOLID CORE		
GA	GAUGE	SCHED	SCHEDULE		
GALV	GALVANIZED	SECT	SECTION		
GL	GLASS	SHT	SHEET		

SYMBOLS:

BUILDING SECTION REFERENCE

DETAIL REFERENCE

DETAIL SECTION REFERENCE

ELEVATION VIEW REFERENCE

KEY NOTE REFERENCE

DOOR NUMBER

AREA AND/OR ROOM NUMBER

MECHANICAL UNIT

UTILITY POLE

WORK POINT

REVISION OR CONTROL POINT

(REFERENCE POINT) (ELEVATION) ELEVATION REFERENCE

MASONRY

BRICK

CONCRETE

EARTH

STEEL

CENTER LINE

PROPERTY LINE

LEASE LINE

EASEMENT LINE

RIGHT-OF-WAY

CHAIN LINK FENCE

WOOD FENCE

SILT FENCE

BELOW GRADE ELECTRIC

BELOW GRADE TELEPHONE

OVERHEAD ELECTRIC/TELEPHONE

OVERHEAD TELEPHONE

OVERHEAD ELECTRIC

CONTOUR

TREE PROTECTION FENCE

TREE LINE

TREES, SHRUBS, BUSHES

SANITARY SEWER LINE

WATER LINE

NATURAL GAS LINE

PLANS PREPARED FOR:



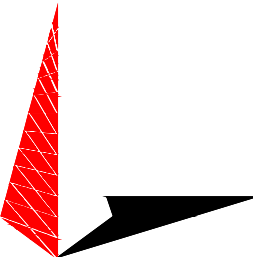
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

**SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD**

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011



I	04-13-23	ZONING DRAWINGS
O	04-12-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:
**ABBREVIATIONS
& SYMBOLS**

SHEET NUMBER: N-1	REVISION: 1 TEP #: 274975
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ABBREVIATIONS & SYMBOLS

SCALE: N.T.S.

GENERAL NOTES:

1. ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED SBA COMMUNICATIONS OR IT’S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF FLORIDA.
3. WORK SHALL BE COMPLETED IN ACCORDANCE WITH ANSI/TIA-222-H STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, ASCE 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS AND THE 2018 INTERNATIONAL BUILDING CODE.
4. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
5. ALL HARDWARE ASSEMBLY MANUFACTURER’S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
6. IT IS THE CONTRACTOR’S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT’S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
7. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER’S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
8. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, PROVINCIAL, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
10. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE SBA PROJECT MANAGER.
11. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR/OWNER. CONTRACTOR/OWNER SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
12. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOF-ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
13. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
14. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
15. ALL BUILDING/TOWER DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.
16. ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED, AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.
17. TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR’S RESPONSIBILITY.
18. RENTAL CHARGES, SAFETY, PROTECTION AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR’S RESPONSIBILITY.
19. THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND FORM IN ACCORDANCE WITH GLOBALIVE SPECIFICATIONS. CERTIFICATES DEMONSTRATING PROOF OF COVERAGE SHALL BE PROVIDED TO GLOBALIVE PRIOR TO THE START OF THE WORK ON THE PROJECT.

20. THESE DOCUMENTS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. SAFETY, CARE OF ADJACENT PROPERTIES, AND COMPLIANCE WITH PROVINCIAL AND FEDERAL REGULATIONS REGARDING SAFETY, SHALL BE THE CONTRACTOR’S RESPONSIBILITY, AND THIS, PER THE INTERNATIONAL CODE – REGULATORS RESPECTING OCCUPATIONAL SAFETY & HEALTH THE SUCCESSFUL CONTRACTOR WILL SUBMIT HIT SAFETY MANUAL AT THE PROJECT SITE.
21. THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING.
22. THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO SUBSTANTIAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL FURNISH ONE 55 GALLON BARREL, AND TRASH BAGS, AND SHALL REMOVE TRASH, DEBRIS, ETC., ON A DAILY BASIS.
23. COSTS FOR BUILDING PERMITS, LANDFILL TAXES, USE TAXES, SALES TAXES AND OTHER CHARGES RELATIVE TO CONSTRUCTION OF THIS PROJECT SHALL BE INCLUDED IN THE CONTRACT PRICE.
24. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE SBA PROJECT ENGINEER FOR FACILITIES/CONSTRUCTION.
25. THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF HOLDBACK.
26. AWARDED CONTRACTOR WILL BE REQUIRED TO SIGN AND RETURN A COPY OF AN AWARD LETTER FOR SBA’S FILE.
27. CONTRACTOR WILL BE REQUIRED TO PROVIDE PROOF OF LICENSE TO PERFORM WORK IN JURISDICTION AT TIME OF BID AWARD.
28. CONTRACTOR WILL PROVIDE A CONSTRUCTION SCHEDULE PRIOR TO CONSTRUCTION STARTING AND WILL PROVIDE UPDATE/CHANGES (WITH EXPLANATIONS) TO THAT SCHEDULE WHEN/IF ITEMS ARE DELAYED OR PUSHED OUT.
29. CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE SBA PROJECT MANAGERS WITH PHOTOS OF THE MAJOR CONSTRUCTION MILESTONES AS THEY OCCUR.
30. CONTRACTOR WILL BE RESPONSIBLE TO ASSIST IN COORDINATING AND OBTAINING PRIMARY POWER TO THE SITE PRIOR TO TOWER ERECTION BEFORE PROJECT COMPLETION. (ON SITE VISITS WITH UTILITY COMPANY REPRESENTATIVES AS NECESSARY, ETC..)
31. CONTRACTOR SHOULD BE PREPARED FOR RANDOM SBA SAFETY INSPECTIONS AT ALL TIMES.
32. CONTRACTOR IS EXPECTED TO MAINTAIN PROPER WORKING CONDITIONS AND PROCEDURES PER FLORIDA STANDARDS AT ALL TIMES.
33. CONTRACTOR WILL BE REQUIRED TO OBTAIN THE NECESSARY ELECTRICAL PERMITS AND INSPECTIONS AS REQUIRED BY JURISDICTION.
34. CONTRACTOR IS EXPECTED TO CLOSE-OUT THE JOB SITE AS QUICKLY AS POSSIBLE (OBTAINING A CERTIFICATE OF OCCUPANCY AS REQUIRED BY LOCAL MUNICIPALITY AND GETTING SBA’S REGIONAL SITE MANAGER’S SIGN-OFF/CHECKLIST APPROVAL ON THE SITE).
35. CONTRACTOR WILL PROVIDE A COMPLETED TOWER HEIGHT VERIFICATION FORM AND TAPE DROP WITHIN 24 HOURS OF REACHING OVERALL HEIGHT.
36. CONTRACTOR WILL UTILIZE ALL OF THE SBA PROVIDED DOCUMENTATION INCLUDING BUT NOT LIMITED TO: TOWER CONSTRUCTION ACCEPTANCE CHECKLIST, CONSTRUCTION SCHEDULE, CONSTRUCTION CLOSE-OUT LIST & TOWER HEIGHT VERIFICATION.
37. CONTRACTOR IS RESPONSIBLE FOR CONCRETE COMPRESSION TESTING.
38. CONTRACTOR IS RESPONSIBLE FOR GROUND MEG TESTING AND PROVIDING PROOF OF RESULT.
39. WHEN REQUESTED, PROVIDE 3 COPIES OF FABRICATION AND ERECTION DRAWINGS PRIOR TO FABRICATION. ALLOW UP TO 1 WEEK FOR REVIEW BY CONSULTANT.
40. IN ADDITION TO CONTRACTOR’S QUALITY CONTROL PROGRAM, INDEPENDENT TESTING AND INSPECTION MAY BE PERFORMED BY OWNER OR OWNER’S REPRESENTATIVE.
41. SUBMIT RED-LINES COPY OF CONSTRUCTION DRAWINGS UPON COMPLETION OF CONSTRUCTION HIGHLIGHTING CHANGES IN THE STAMPED AND SIGNED AS-BUILT CONDITION FROM SHOWN ON THE DRAWINGS.
42. CONTRACTOR WILL BE RESPONSIBLE FOR ALL GRADING AND FILL COMPACTION TESTING REQUIRED AS SET FORTH IN THE GEO TECHNOLOGICAL REPORT PROVIDED BY OWNER.

CONCRETE:

1. ALL CONCRETE AND CONCRETE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE 2018 INTERNATIONAL BUILDING CODE.
2. THE CONTRACTOR SHALL TAKE SAMPLES OF THE CONCRETE POURED UNDER THE CONDITIONS OUTLINED IN THE 2018 INTERNATIONAL BUILDING CODE.
3. ANY FAILURE OF A CONCRETE TEST CYLINDER TO MEET THE SPECIFIED STRENGTH REQUIREMENTS MUST BE REPORTED TO THE DESIGN ENGINEER IMMEDIATELY. CORRECTIVE ACTION MUST BE APPROVED BY THE ENGINEER AND ALL RELATED COSTS SHALL BE AT THE CONTRACTOR’S EXPENSE.

PLANS PREPARED FOR:



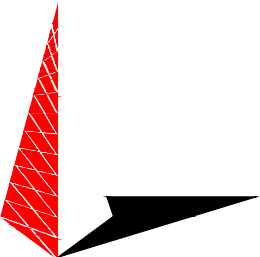
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011



I	04-13-23	ZONING DRAWINGS
O	04-12-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:

GENERAL
NOTES I

SHEET NUMBER: N-2	REVISION: 1 TEP #: 274975
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CONCRETE (CONTINUED):

4.

THE MINIMUM 28–DAY COMPRESSIVE STRENGTH OF THE CONCRETE SHALL BE A MINIMUM OF 30 MPA, EXCEPT AS NOTED OR DIRECTED IN THE SOIL REPORT. THE CONCRETE, WHEN POURED, SHALL CONTAIN 7% AIR ENTRAINMENT WITH AN ALLOWABLE VARIATION OF +2%.
5.

CONTRACTOR MUST TAKE SLUMP TEST AT LEAST ONCE FROM EACH TRANSIT MIXER AFTER A MINIMUM OF 5% CONCRETE LOAD HAD BEEN DISCHARGED. SLUMP, UNLESS NOTED OTHERWISE ON THE DRAWINGS, SHALL BE 75 MM.
6.

MIXED CONCRETE ON SITE (REMOTE AREAS) WITH THE CORRECT PROPORTION OF CEMENT, SAND, GRAVEL, AND AIR–ENTRAINING AGENT ALREADY ADDED, THE DRY PREMIX IS TO BE MIXED IN A CONCRETE BATCHER IN STRICT ACCORDANCE WITH THE MANUFACTURER’S INSTRUCTIONS.
7.

BEFORE POURING CONCRETE, THE TRANSPORTING EQUIPMENT AND FORMS SHALL BE CLEANED AND ALL DEBRIS AND ICE SHALL BE REMOVED FROM PLACES TO BE OCCUPIED BY THE CONCRETE. ANY WATER THAT HAS ACCUMALATED IN THE FORMS SHALL BE REMOVED.
8.

ALL CONCRETE SHALL BE VIBRATED AND WORKED AROUND THE REINFORCEMENTS, EMBEDDED FIXTURES AND INTO THE CORNERS OF THE FORMS. ANY EXCESS WATER THAT ACCUMALATES WHILE THE CONCRETE IS BEING POURED SHALL BE REMOVED.
9.

THE DESIGN ENGINEER SHALL RECEIVE A MINIMUM OF 24 HOURS NOTICE OF EVERY POUR.
10.

THE CONCRETE IN FOUNDATIONS MUST BE POURED IN CONTINOUS POURS BETWEEN CONSTRUCTION JOINTS. NO CONSTRUCTION JOINTS OTHER THAN THOSE SHOWN ON SITE SPECIFIC DRAWINGS WILL BE PERMITTED. THE CONTRACTOR SHALL PROVIDE EFFICIENT EQUIPMENT TO COMPLETE THE POURING OF EACH SECTION IN ONE CONTINOUS POUR.
11.

ALL FRAMEWORK SHALL BE BUILT IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE SHALL BE THOROUGHLY BRACED AND PLUMBED SO THAT THE FINISHED CONCRETE WILL CONFORM TO THE SHAPES, LINES, GRADES, AND DIMENSIONS INDICATED ON THE SITE DRAWINGS.
12.

FORMS AND SHORING SHALL NOT BE REMOVED UNTIL THE CONCRETE IS ADEQUATELY SET. THEIR REMOVAL SHALL BE DONE IN SUCH A MANNER AS TO ENSURE THE COMPLETE SAFETY OF THE STRUCTURE.
13.

FORMS WHICH SUPPORT THE WEIGHT OF THE CONCRETE, OR OF SUPERIMPOSED LOADS, SHALL NOT BE REMOVED UNTIL THE CONCRETE IS STRONG ENOUGH TO CARRY ITS OWN WEIGHT, AND SUCH SUPERIMPOSED LOADS AS MAY BE PLACED UPON IT.
14.

THE CONCRETE SHALL BE MAINTAINED IN A MOIST CONDITION FOR AT LEAST 5 DAYS AFTER IT HAS BEEN POURED.
15.

ALL SURFACES WHICH ARE NOT PROTECTED BY FORMS OR A SEALED WATERPROOF COATING SHALL BE KEPT MOIST BY CONTINOUS SPRINKLING, OR OTHER MEANS SUCH AS COVERING WITH MOIST SAND, SAWDUST, OR BURLAP.
16.

WHERE NECESSARY, THE CONCRETE SHALL BE PROTECTED AGAINST THE WEATHER BY A FRAMED HOUSING, TARPAULINS, OR OTHER SUITABLE COVERING.

REINFORCING STEEL (REBAR):

1.

REINFORCING STEEL SHALL MEET CODE AND BE PLACED ACCORDING TO THE APPLICABLE DRAWINGS. THE MINIMUM THICKNESS OF CONCRETE OVER THE STEEL SHALL BE AT LEAST 3”.
2.

ALL REINFORCEMENTS THAT ARE REQUIRED FOR A DAYS POUR ON CONCRETE SHALL BE SECURELY FIXED IN PLACE IN SUFFICIENT TIME TO PERMIT INSPECTION BEFORE CONCRETING BEGINS.
3.

THE DESIGN ENGINEER SHALL BE GIVEN 24 HOURS NOTICE BEFORE THE CONCRETE IS TO BE POURED. FAILURE TO COMPLY MAY NECESSITATE, BUT NOT BE LIMITED TO, THE REMOVAL OF THE POURED CONCRETE AT THE CONTRACTOR’S EXPENSE.

GROUTING:

1.

WHERE GROUT IS INDICATED ON THE DRAWINGS UNDER STRUCTURAL BASE PLATES, THIS SHALL BE A NON–SHRINK, NON–FERROUS TYPE. METHODS OF MIXING AND PLACING MUST BE IN STRICT ACCORDANCE WITH THE MANUFACTURER’S RECOMMENDATIONS.

COLD WEATHER CONCRETING:

1.

THE CONTRACTOR SHALL PROVIDE AND HAVE ON THE SITE READY FOR USE, ADEQUATE EQUIPMENT FOR HEATING CONCRETE MATERIALS AND PROTECTING FRESH CONCRETE DURING FREEZING OR NEAR FREEZING WEATHER CONDITIONS, ACCORDING TO THE INTERNATIONAL BUILDING CODE, 2012 EDITION.
2.

ALL CONCRETE MATERIALS, REBAR, FORMS, FILLERS, AND THE EARTH WITH WHICH THE CONCRETE IS TO COME INTO CONTACT WITH, SHALL BE FREE FROM FROST AND ICE.
3.

WHENEVER THE SURROUNDING TEMPERATURE IS BELOW 39°F, ALL CONCRETE POURED IN THE FORMS SHALL HAVE A TEMPERATURE OF 68°F FOR 4 DAYS.
4.

THE HOUSING, COVERING, OR OTHER PROTECTION USED FOR THE CURING SHALL REMAIN IN PLACE AND INTACT FOR AT LEAST 24 HOURS AFTER THE ARTIFICIAL HEATING IS DISCONTINUED.

5.

SALT, CALCIUM CHLORIDE, OR OTHER CHEMICALS SHALL NOT BE USED IN THE CONCRETE MIX TO PREVENT THE WATER CONTENT FROM FREEZING.

UTILITIES:

1.

CONTRACTOR SHALL CONTACT A SUBSURFACE UTILITY LOCATOR FOR LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. LOCATION OF EXISTING SEWER, WATER LINES, GAS LINES, CONDUITS OR OTHER STRUCTURES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN ARE ONLY APPROXIMATELY CORRECT. CONTRACTOR ASSUMES SOLE RESPONSIBILITY FOR VERIFYING LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES (INCLUDING TEST PITS BY HAND IF NECESSARY) IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION OF ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS, OR IF THERE APPEARS TO BE A CONFLICT.
2.

CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS WITH APPROPRIATE UTILITY OWNERS AND CONSTRUCTION MANAGER.
3.

DAMAGE BY THE CONTRACTOR TO UTILITIES OR PROPERTY OF OTHERS, INCLUDING EXISTING PAVEMENT AND OTHER SURFACES DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED TO PRE–CONSTRUCTION CONDITIONS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CLIENT. FOR GRASSES AREAS, SEED AND MULCH SHALL BE ACCEPTABLE.
4.

THE CONTRACTOR SHALL COORDINATE WITH THE OWNER THE REQUIREMENTS FOR AND LIMITS OF OVERHEAD AND/OR UNDERGROUND ELECTRICAL SERVICE.
5.

THE CONTRACTOR SHALL COORDINATE THE LOCATION OF NEW UNDERGROUND TELEPHONE SERVICE WITH THE TELEPHONE UTILITY AND THE OWNER’S REQUIREMENTS.
6.

ALL UNDERGROUND UTILITIES SHALL BE INSTALLED AND TESTED SATISFACTORY PRIOR TO COMMENCING ANY PAVING OPERATIONS WHERE SUCH UTILITIES ARE WITHIN THE LIMITS OF PAVEMENT.

GRADING:

1.

THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC...) ALL MATERIAL NOT SUITABLE FOR SUB GRADE IN ITS PRESENT STATE. IF THE MATERIAL, AFTER REWORKING, REMAINS UNSUITABLE THEN THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL AT HIS EXPENSE. ALL SUB GRADES SHALL BE PROOF ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
2.

THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL DITCHES, PIPES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTABLE BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURES IN OPERABLE CONDITION.
3.

ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE (1) YEAR FROM DATE OF ACCEPTANCE.

GROUNDING:

1.

CONTRACTOR SHALL VERIFY THAT GROUNDING ELECTRODES SHALL BE CONNECTED IN A RING USING #2 SOLID TINNED COPPER WIRE. THE TOP OF THE GROUND RODS AND THE RING CONDUCTOR SHALL BE 2 FEET BELOW FINISHED GRADE. GROUNDING ELECTRODES SHALL BE DRIVEN ON 10’–0” CENTERS (15’–0” MAXIMUM; PROVIDE AND INSTALL AS REQUIRED PER TYPICAL GROUNDING PLAN ON THIS SET).
2.

BONDING OF THE GROUNDING CONDUCTOR (NEUTRAL) AND THE GROUNDING CONDUCTOR SHALL BE AT THE SERVICE DISCONNECTING MEANS. BONDING JUMPER SHALL BE INSTALLED PER CSA.
3.

GROUND RING CONNECTION CONDUCTORS SHALL BE OF EQUAL LENGTH, MATERIAL, AND BONDING TECHNIQUE.
4.

CONTRACTOR SHALL ENSURE GROUND RING IS WITHIN 12 TO 36 INCHES OF THE EQUIPMENT PAD. PROVIDE AND INSTALL GROUNDING CONNECTIONS SHOWN IN DETAILS AS NEEDED PER EXISTING SITE GROUNDING SYSTEM. CONTRACTOR SHALL VERIFY ALL EXISTING SITE GROUNDING CONDITIONS BEFORE STARTING WORK OR PURCHASING EQUIPMENT.
5.

BOND CIGBE TO EXTERNAL GROUND RING WITH 2 RUNS OF #2 SOLID TINNED COPPER CONDUCTOR IN PVC. CONNECT BAR END WITH 2 HOLE LUG, AND "CADWELD" THE OTHER END TO THE EXTERNAL GROUND ROD.
6.

THE PREFERRED LOCATION FOR COAX GROUNDING IS AT THE BASE OF THE TOWER PRIOR TO THE COAX BEND. BONDING IS SHOWN ON THE ICE BRIDGE DUE TO DIFFICULTY WITH WELDING OR ATTACHING TO TOWER LEGS. CONTRACTOR SHALL ADVISE CONSTRUCTION MANAGER PRIOR TO PLACING CIGBE ON ICE BRIDGE IF MOUNTING TO TOWER LEG IS POSSIBLE.
7.

CONTRACTOR SHALL VERIFY EXISTING GROUNDING BOND TO THE FENCE POST OR EXTERNAL GROUND RING IN AT (2) PLACES. PROVIDE AND INSTALL GROUNDING CONNECTIONS AS REQUIRED TO MEET THESE CONDITIONS.

PLANS PREPARED FOR:



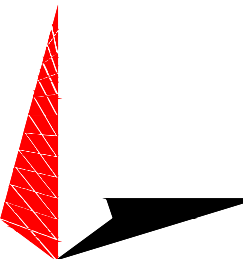
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226–9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011



I	04-13-23	ZONING DRAWINGS
O	04-12-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:

GENERAL
NOTES II

SHEET NUMBER: N-3	REVISION: 1 TEP #: 274975
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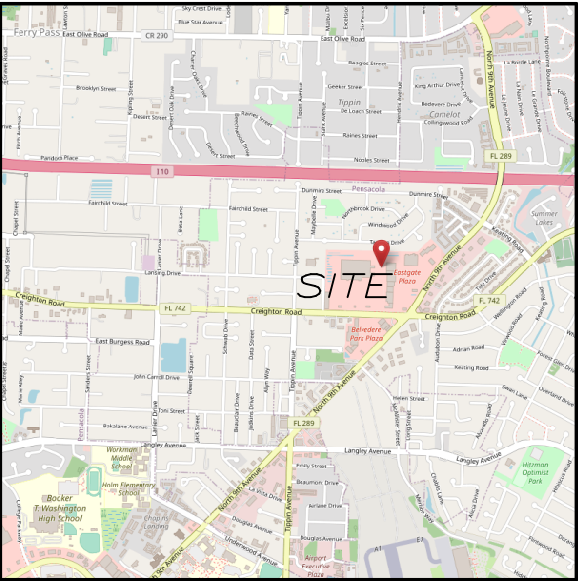
PARENT PARCEL

OWNER: WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP
SITE ADDRESS: 2650 CREIGHTON RD, PENSACOLA, FL 32504
PARCEL ID: 101S292301000010
AREA: 26.3395 ACRES (PER TAX ASSESSOR)
ZONED: R-1AA & C-1 (RETAIL COMMERCIAL ZONING DISTRICT)
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS
REFERENCE: 1) O.R. BOOK 6447 PAGE 1835
2) PLAT BOOK 17 PAGE 44

PRELIMINARY SURVEY

GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:
POSITIONAL ACCURACY: 0.08 FEET (HORZ) 0.27 FEET (VERT)
TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY
TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE
DATES OF SURVEY: 11/29/2022
DATUM / EPOCH: NAD_83(2011)(EPOCH:2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99996415 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.
CONVERGENCE ANGLE: -1.35243889
BENCHMARKS USED: DL7331, DR6876, DG4683



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF SBA TOWERS X, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35 [DATE OF LAST FIELD VISIT: 11/29/2022]

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) FLORIDA NORTH ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO.: 1203330380G DATED: 9/29/2006

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

ORIGINAL SURVEY IS KEPT ON FILE IN THE SURVEYOR'S OFFICE.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

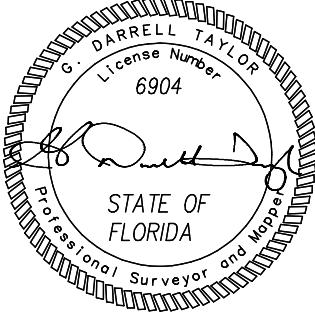
SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

[Signature]
G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

DATE: 12/14/2022

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.



NO.	DATE	REVISION

* SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497
(w) p2pls.com



SPECIFIC PURPOSE SURVEY
PREPARED FOR:



SBA TOWERS X, LLC, A DELAWARE
LIMITED LIABILITY COMPANY
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

WM 1224 CREIGHTON RD
FL28542-S

SECTION 10
TOWNSHIP 1 SOUTH, RANGE 29 WEST
CITY OF PENSACOLA
ESCAMBIA COUNTY, FLORIDA

DRAWN BY: NRW

CHECKED BY: JKL

APPROVED: D. MILLER

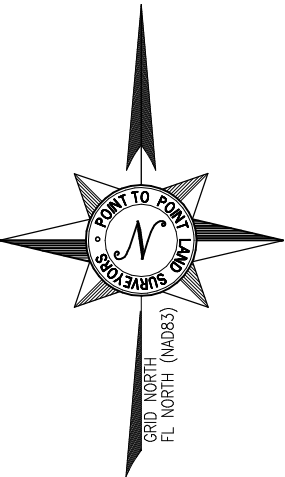
DATE: 12/14/2022

P2P JOB #: 221986FL

SHEET:

1

OF 3

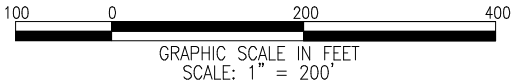


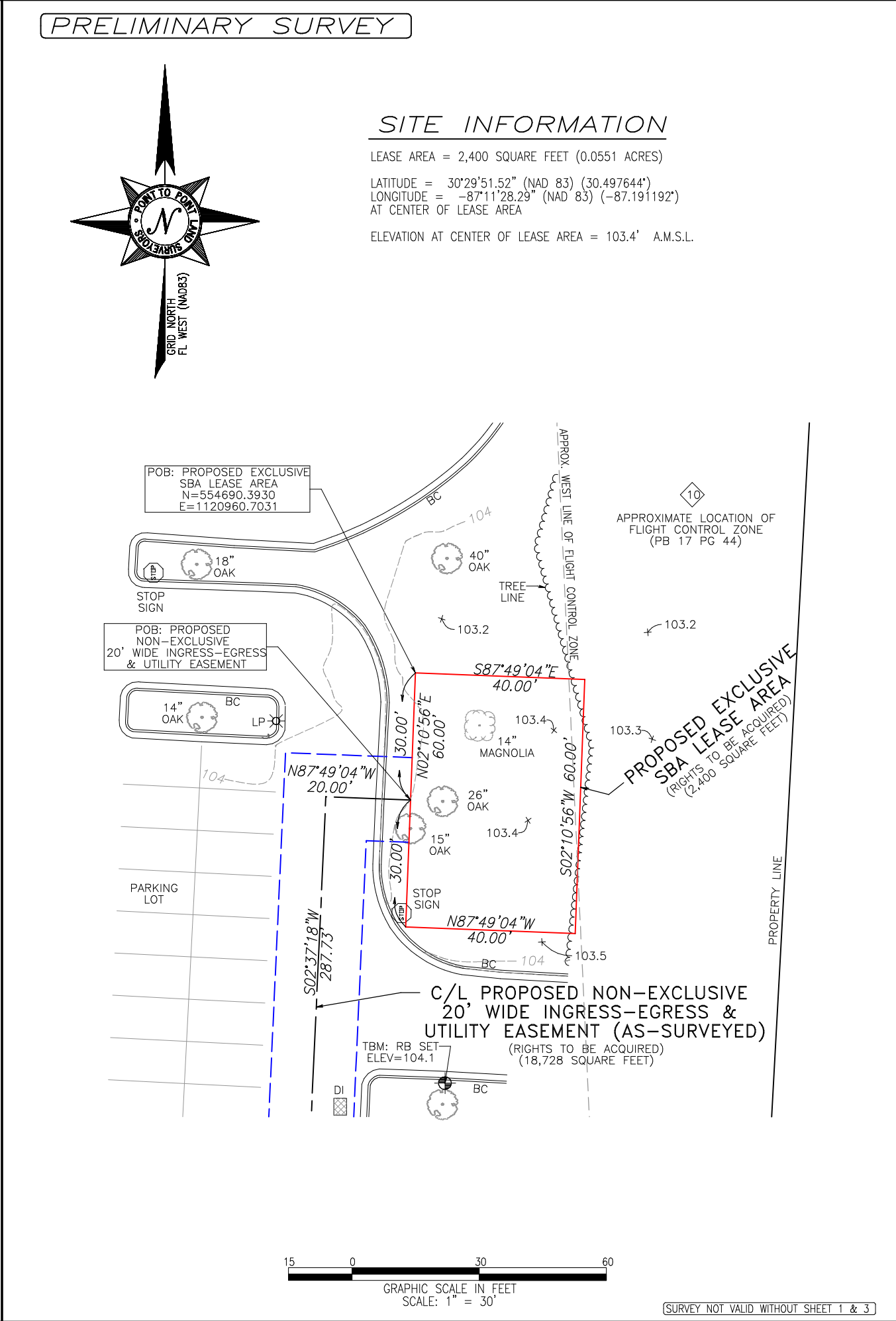
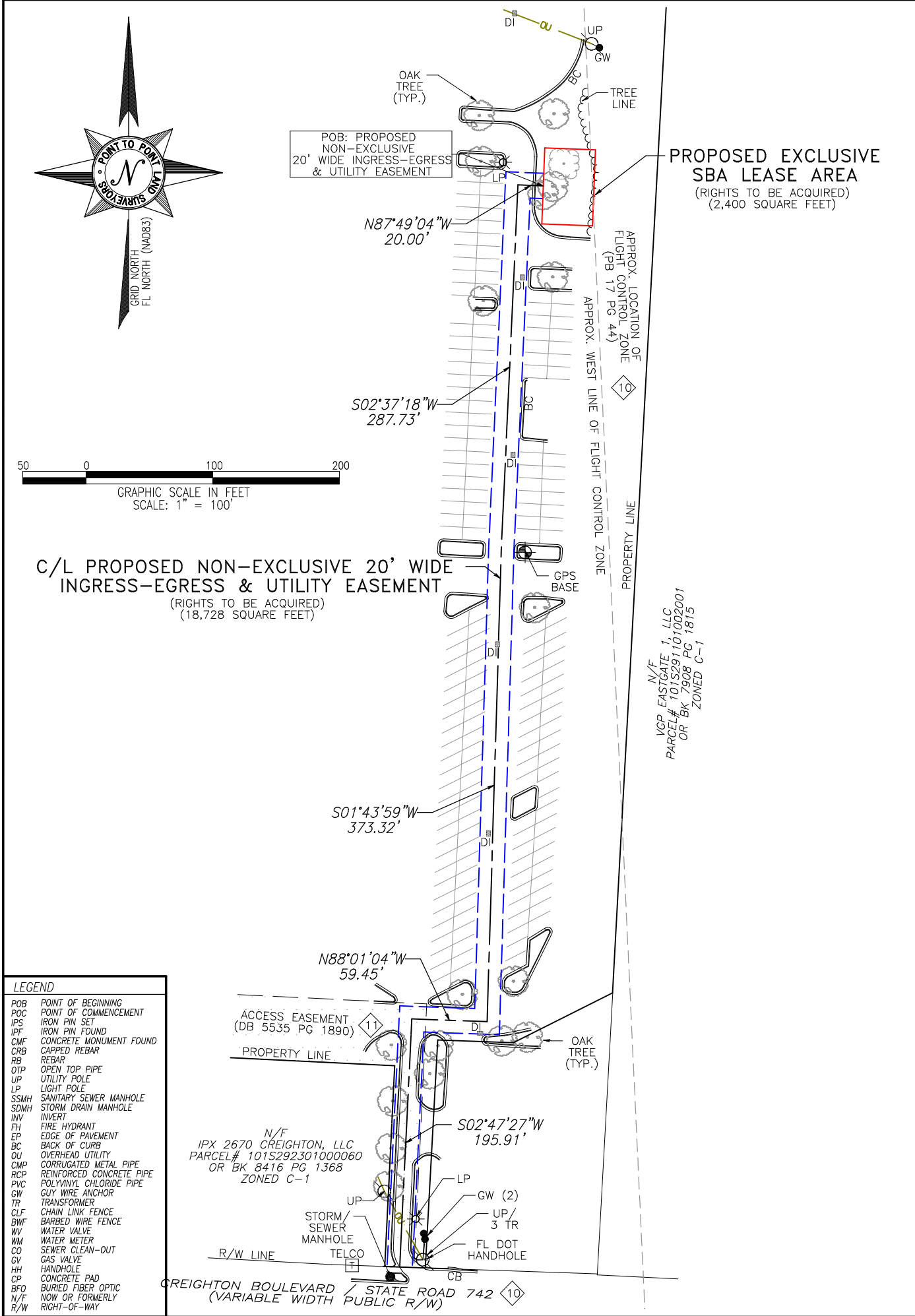
LEGEND	
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
IPF	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
CRB	CAPPED REBAR
RB	REBAR
OTF	OPEN TOP PIPE
UP	UTILITY POLE
LP	LIGHT POLE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
INV	INVERT
FH	FIRE HYDRANT
EP	EDGE OF PAVEMENT
BC	BACK OF CURB
OU	OVERHEAD UTILITY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
GW	GUY WIRE ANCHOR
TR	TRANSFORMER
CLF	CHAIN LINK FENCE
BWF	BARBED WIRE FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE
HH	HANDHOLE
CP	CONCRETE PAD
BFO	BURIED FIBER OPTIC
N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY



Know what's below.
Call before you dig.

[SURVEY NOT VALID WITHOUT SHEETS 2 & 3]





POINT TO POINT LAND SURVEYORS
G. DARRELL TAYLOR
License Number 6904
STATE OF FLORIDA
Professional Surveyor and Mapper

NO.	DATE	REVISION

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT LAND SURVEYORS
Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497
(w) p2pls.com

POINT TO POINT LAND SURVEYORS

SPECIFIC PURPOSE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC, A DELAWARE LIMITED LIABILITY COMPANY
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

WM 1224 CREIGHTON RD
FL28542-S

SECTION 10
TOWNSHIP 1 SOUTH, RANGE 29 WEST
CITY OF PENSACOLA
ESCAMBIA COUNTY, FLORIDA

DRAWN BY: NRW
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 12/14/2022
P2P JOB #: 221986FL

SHEET:
2
OF 3

E:\Dropbox (Point To Point)\P2P Current Jobs\2022\221986FL-WM 1224 Creighton Rd\221986FL-Pro

LEGAL DESCRIPTION SHEET

PRELIMINARY SURVEY

PARENT PARCEL (AS-PROVIDED)

(AS PROVIDED IN COMMITMENT NO. 01-22019594-01T)

SITUATED IN THE CITY OF PENSACOLA, COUNTY OF ESCAMBIA, STATE OF FLORIDA:

LOT 1, WAL-MART STORE OF PENSACOLA, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 44, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; BEING A PORTION OF LOT 1 OF THE PLAT OF WAL-MART STORE OF PENSACOLA, PER PLAT BOOK 17, PAGE 44, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF SAID WAL-MART PARCEL AND THE NORTHWEST CORNER OF EASTGATE SHOPPING CENTER, SAID MONUMENT ALSO BEING ON THE SOUTH LINE OF DUNMIRE WOODS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 31, OF SAID COUNTY; THENCE SOUTH 00°17'41" WEST, ALONG THE EAST LINE OF SAID WAL-MART PARCEL AND THE WEST LINE OF EASTGATE SHOPPING CENTER, A DISTANCE OF 962.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID PROPERTY LINE, SOUTH 00°17'41" WEST, A DISTANCE OF 222.20 FEET TO THE INTERSECTION THEREOF WITH THE NORTH RIGHT-OF-WAY LINE OF CREIGHTON ROAD (STATE ROAD 742), BEING A RIGHT-OF-WAY OF VARYING WIDTH, ALSO BEING THE SOUTHEAST CORNER OF SAID WAL-MART PARCEL; THENCE SOUTH 89°10'05" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 135.80; THENCE NORTH 00°17'41" EAST, PARALLEL TO THE EAST LINE OF SAID WAL-MART PARCEL, A DISTANCE OF 180.15 FEET; THENCE NORTH 89°10'05" EAST, A DISTANCE OF 59.73 FEET; THENCE NORTH 60°30'17" EAST, A DISTANCE OF 87.64 FEET TO THE POINT OF BEGINNING.

TAX ID: 101S292301000010

BEING THE SAME PROPERTY CONVEYED TO WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, GRANTEE, FROM WAL-MART STORES EAST, INC., AN ARKANSAS CORPORATION, GRANTOR, BY GENERAL WARRANTY DEED RECORDED 04/14/2009, IN BOOK 6447, PAGE 1835, OF THE ESCAMBIA COUNTY RECORDS.

TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT DATE OF 03/31/2022 AT 7:00 A.M., BEING COMMITMENT NO. 01-22019594-01T, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

9. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT OF DUNMIRE WOODS, RECORDED IN BOOK 10, PAGE 31, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS NOT APPLICABLE TO THE PARENT PARCEL].

10. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT OF WAL-MART STORE OF PENSACOLA, RECORDED IN BOOK 17, PAGE 44, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND PLOTTABLE ITEMS ARE SHOWN HEREON].

11. ACCESS EASEMENT IN FAVOR OF PENSACOLA BYB, LLC, RECORDED 12/06/2004, IN BOOK 5535, PAGE 1890, OF THE ESCAMBIA COUNTY RECORDS.

NOTE: AMENDMENT TO ACCESS EASEMENT, RECORDED 05/06/2005, IN BOOK 5634, PAGE 1053, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND IS PLOTTED HEREON].

12. ACCESS EASEMENT IN FAVOR OF TONY WU AND SU-MEI LEE, RECORDED 10/24/2005, IN BOOK 5760, PAGE 649, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND IS PLOTTED HEREON].

13. ACCESS EASEMENT IN FAVOR OF WAL-MART STORES EAST, INC., RECORDED 10/24/2005, IN BOOK 5760, PAGE 658, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO OUTLOT D AND IS PLOTTED HEREON].

14. SIGN EASEMENT IN FAVOR OF WAL-MART STORES EAST, INC., RECORDED 10/24/2005, IN BOOK 5760, PAGE 666, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO OUTLOT D AND IS PLOTTED HEREON].

15. NOTICE OF COMMENCEMENT, RECORDED 06/15/2021, IN BOOK 8553, PAGE 265, OF THE ESCAMBIA COUNTY RECORDS.

[DOCUMENT IS AMBIGUOUS. THIS ITEM CANNOT BE DETERMINED IF IT IS APPLICABLE TO THE PARENT PARCEL BECAUSE THE LEGAL DESCRIPTION OF THE PROPERTY ATTACHED ON EXHIBIT "A" IS NOT THE PROPERTY DESCRIPTION FOR THE PROPERTY STREET ADDRESS FOR 2650 CREIGHTON ROAD, PENSACOLA, FL 32504]

16. NOTICE OF COMMENCEMENT, RECORDED 12/21/2021, IN BOOK 8644, PAGE 1958, OF THE ESCAMBIA COUNTY RECORDS.

[DOCUMENT IS AMBIGUOUS. THIS ITEM CANNOT BE DETERMINED IF IT IS APPLICABLE TO THE PARENT PARCEL BECAUSE THE LEGAL DESCRIPTION OF THE PROPERTY ATTACHED ON EXHIBIT "A" IS NOT THE PROPERTY DESCRIPTION FOR THE PROPERTY STREET ADDRESS FOR 2650 CREIGHTON ROAD, PENSACOLA, FL 32504].

C/L PROPOSED NON-EXCLUSIVE 20' WIDE INGRESS-EGRESS & UTILITY EASEMENT (AS-SURVEYED)

TOGETHER WITH A 20-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (MEASURING 10 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN SECTION 10, TOWNSHIP 1 SOUTH, RANGE 29 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS OF WAL-MART STORES EAST, LP, AS RECORDED IN OFFICIAL RECORDS BOOK 6447, PAGE 1835, ESCAMBIA COUNTY RECORDS, BEING DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID LANDS, SAID CONCRETE MONUMENT HAVING A FLORIDA GRID NORTH, NAD83, NORTH ZONE VALUE OF N=555048.2506, E=1119926.6088; THENCE ALONG A TIE LINE, SOUTH 70°54'41" EAST, 1094.26 FEET TO A POINT AT THE NORTHWEST CORNER OF THE LEASE AREA, SAID POINT HAVING A FLORIDA GRID NORTH, NAD83, NORTH ZONE VALUE OF N=554690.3930, E=1120960.7031; THENCE ALONG SAID LEASE AREA, SOUTH 02°10'56" WEST, 30.00 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LEASE AREA AND RUNNING, NORTH 87°49'04" WEST, 20.00 FEET TO A POINT; THENCE, SOUTH 02°37'18" WEST, 287.73 FEET TO A POINT; THENCE, SOUTH 01°43'59" WEST, 373.32 FEET TO A POINT; THENCE, NORTH 88°01'04" WEST, 59.45 FEET TO A POINT; THENCE, SOUTH 02°47'27" WEST, 195.91 FEET TO THE ENDING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CREIGHTON BOULEVARD (ALSO KNOWN AS STATE ROAD 742 AND HAVING A VARIABLE WIDTH RIGHT-OF-WAY).

BEARINGS BASED ON FLORIDA GRID NORTH, NAD83, NORTH ZONE.

SAID EASEMENT CONTAINS 0.4299 ACRES (18,728 SQUARE FEET), MORE OR LESS.

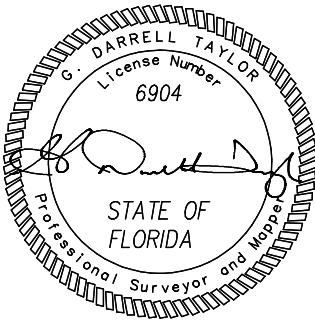
PROPOSED EXCLUSIVE SBA LEASE AREA (AS-SURVEYED)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 10, TOWNSHIP 1 SOUTH, RANGE 29 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS OF WAL-MART STORES EAST, LP, AS RECORDED IN OFFICIAL RECORDS BOOK 6447, PAGE 1835, ESCAMBIA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID LANDS, SAID CONCRETE MONUMENT HAVING A FLORIDA GRID NORTH, NAD83, NORTH ZONE VALUE OF N=555048.2506, E=1119926.6088; THENCE ALONG A TIE LINE, SOUTH 70°54'41" EAST, 1094.26 FEET TO A POINT HAVING A FLORIDA GRID NORTH, NAD83, NORTH ZONE VALUE OF N=554690.3930, E=1120960.7031 AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, SOUTH 87°49'04" EAST, 40.00 FEET TO A POINT; THENCE, SOUTH 02°10'56" WEST, 60.00 FEET TO A POINT; THENCE, NORTH 87°49'04" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 02°10'56" EAST, 60.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD83, NORTH ZONE.

SAID TRACT CONTAINS 0.0551 ACRES (2,400 SQUARE FEET), MORE OR LESS.



NO.	DATE	REVISION

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT LAND SURVEYORS

Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497
(w) p2pls.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

SBA TOWERS X, LLC, A DELAWARE LIMITED LIABILITY COMPANY
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

WM 1224 CREIGHTON RD
FL28542-S

SECTION 10
TOWNSHIP 1 SOUTH, RANGE 29 WEST
CITY OF PENSACLOA
ESCAMBIA COUNTY, FLORIDA

DRAWN BY: NRW
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 12/14/2022
P2P JOB #: 221986FL

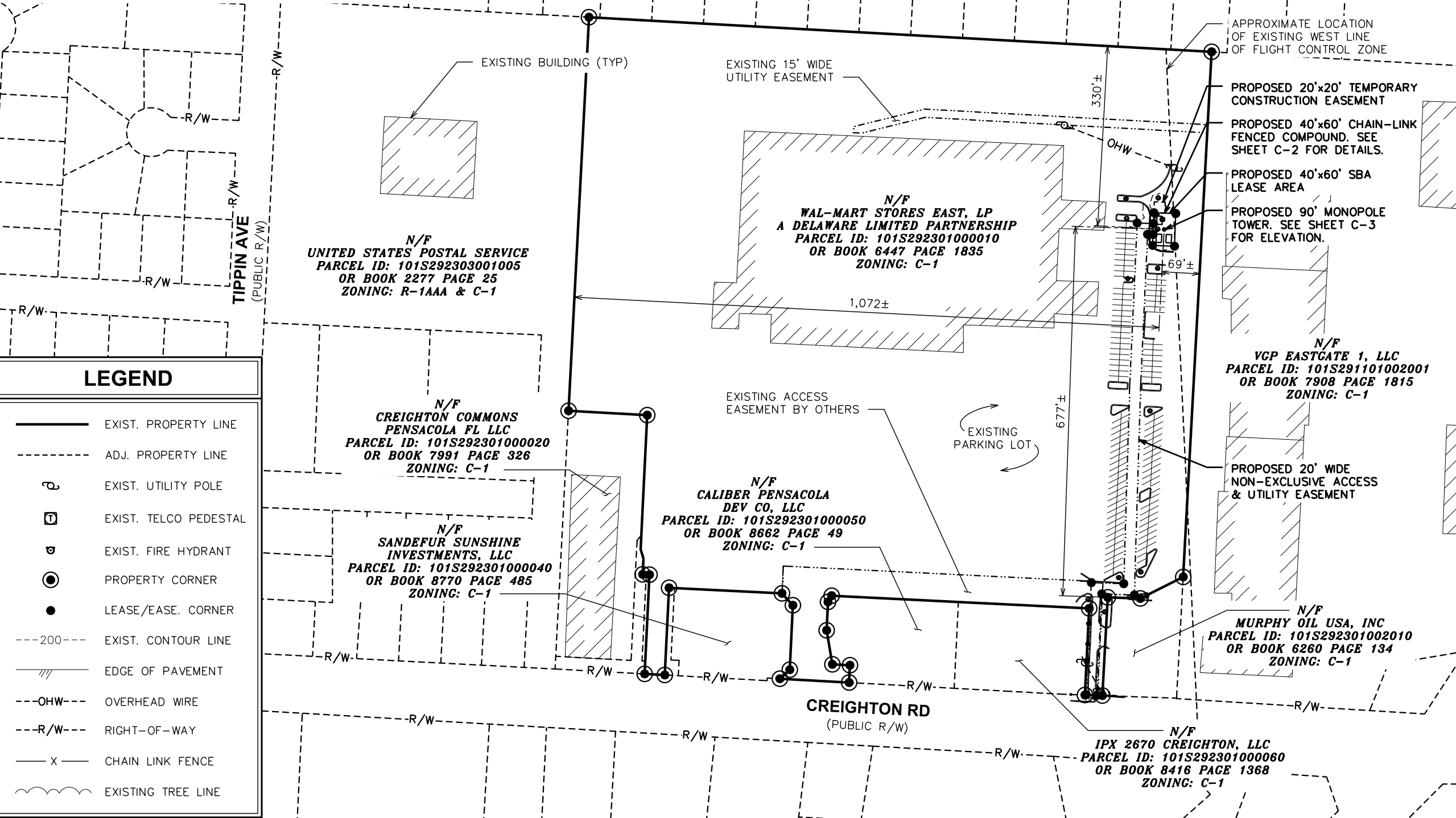
SHEET:
3
OF 3

SURVEY NOT VALID WITHOUT SHEETS 1 & 2

Page 479 of 870

NOTES:

- 1. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH AMERICAN DATUM 1983 (NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON 11/29/2022.
- 2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) IN FEET.
- 3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
- 4. THE TOWER IS LOCATED IN ZONE "X." AREAS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #12033C0380G, DATED SEPTEMBER 29, 2006.



SITE PLAN

SCALE: 1" = 200'

PLANS PREPARED FOR:



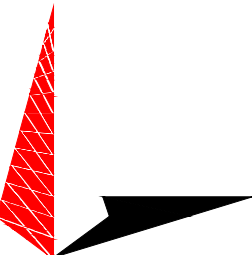
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011

ZONING
DO NOT USE FOR
CONSTRUCTION

3	02-01-24	ZONING DRAWINGS
2	01-18-24	ZONING DRAWINGS
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

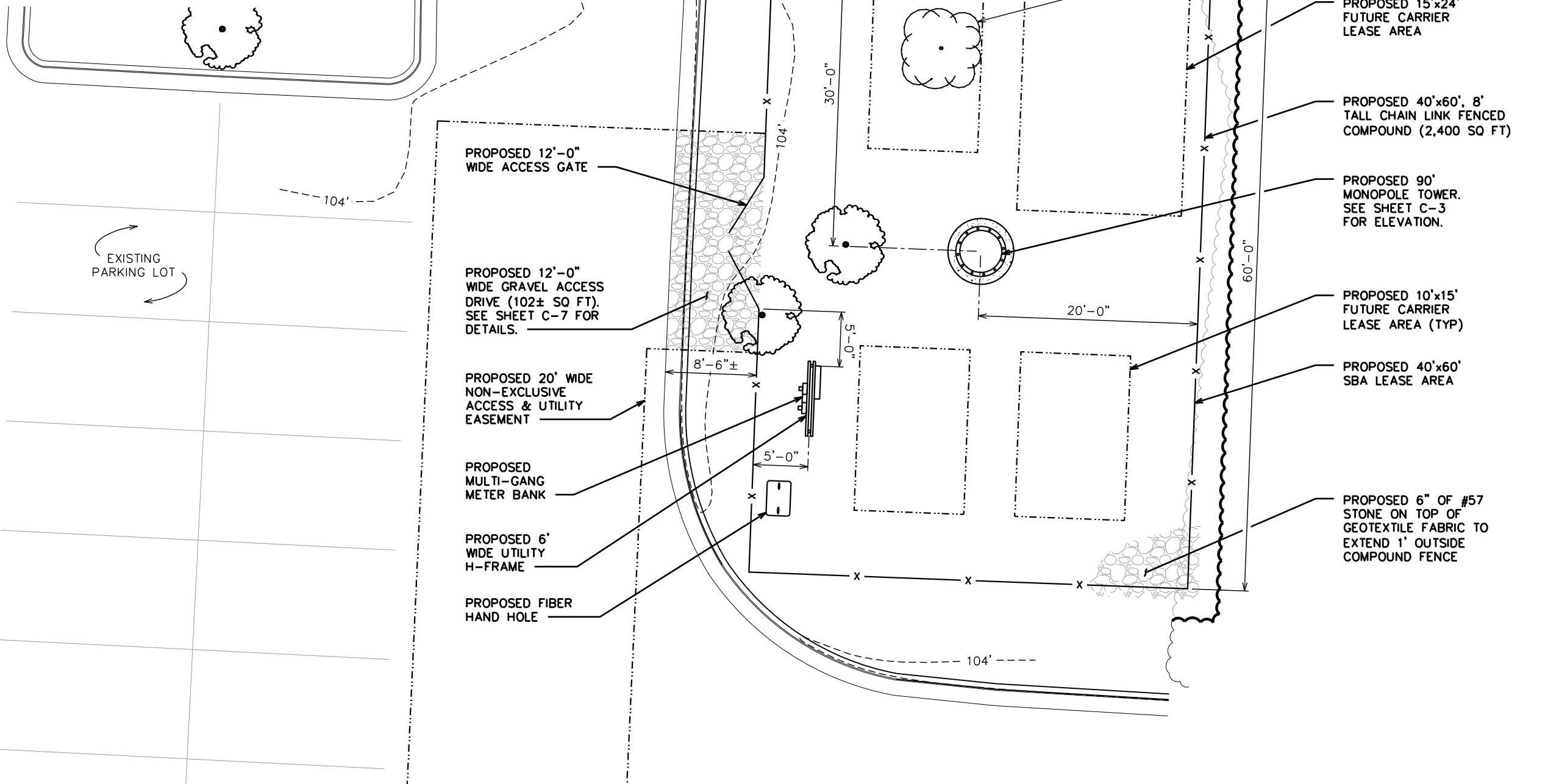
SHEET TITLE:

SITE PLAN

SHEET NUMBER:	REVISION:
C-1	3
TEP #:	274975

NOTES:

- 1. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH AMERICAN DATUM 1983 (NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON 11/29/2022.
- 2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) IN FEET.
- 3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
- 4. THE TOWER IS LOCATED IN ZONE "X." AREAS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #12033C0380G, DATED SEPTEMBER 29, 2006.
- 5. NO PARKING SPACES ARE PROPOSED AS A PART OF THIS PROJECT



PLANS PREPARED FOR:



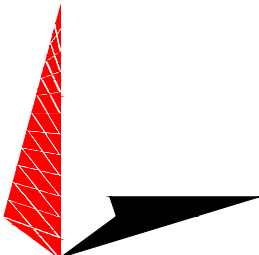
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

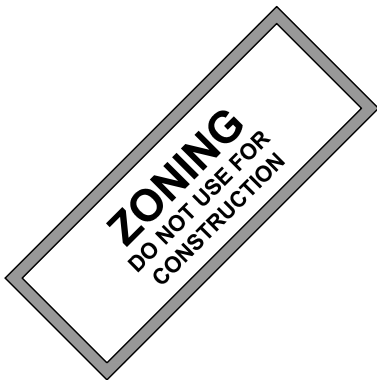
**SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD**

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011



3	02-01-24	ZONING DRAWINGS
2	01-18-24	ZONING DRAWINGS
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:

**COMPOUND
DETAIL**

SHEET NUMBER:	REVISION:
C-2	3
TEP #:	274975

COMPOUND DETAIL

SCALE: 3/32" = 1'-0"



NOTES:

1. THE TOWER DRAWING IS ONLY A GRAPHIC REPRESENTATION OF THE STRUCTURE. CONTRACTOR TO REFER TO TOWER MANUFACTURER DESIGN DRAWINGS FOR DETAILS.
2. PROPOSED CABLES TO BE ROUTED PER SPECIFICATIONS OF PASSING STRUCTURAL ANALYSIS.
3. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL AND PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
4. TOWER ELEVATION SHOWN FOR REFERENCE ONLY. VERIFY ACTUAL TOWER DESIGN WITH TOWER DRAWINGS FROM MANUFACTURER AND/OR PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION.

95'-0"±

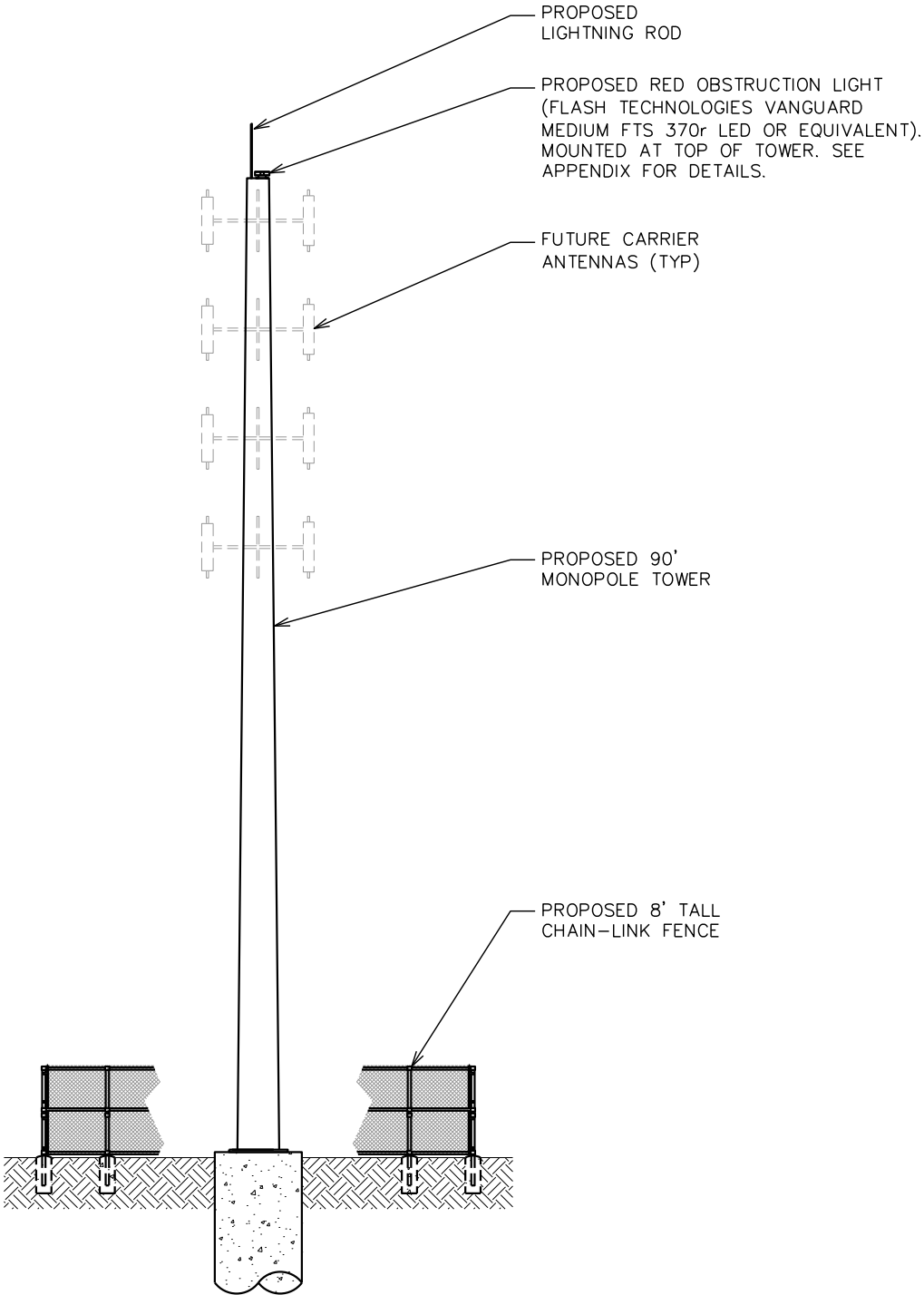
T/HIGHEST APPURTENANCE

90'-0"±

T/TOWER

0'-0" (REF)

T/GRADE



TOWER ELEVATION

SCALE: 1/16" = 1'-0"



PLANS PREPARED FOR:



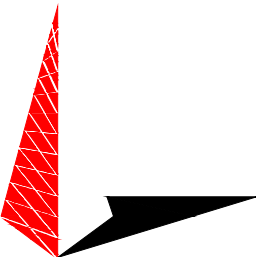
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011



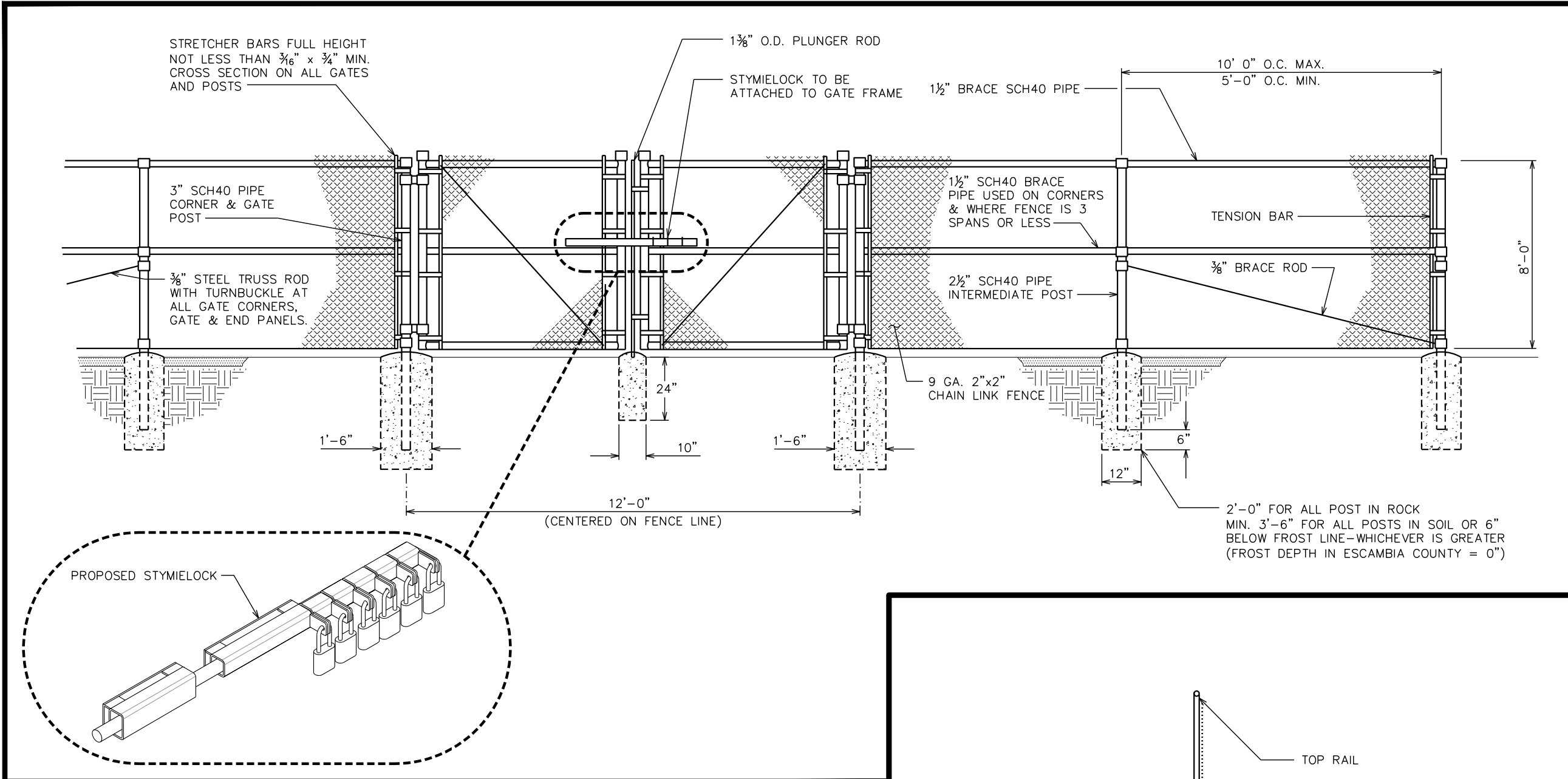
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3	02-01-24	ZONING DRAWINGS
2	01-18-24	ZONING DRAWINGS
1	04-13-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:

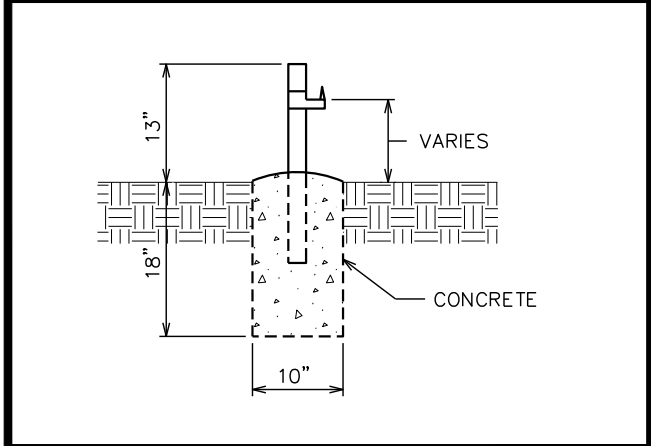
TOWER ELEVATION

SHEET NUMBER:	REVISION:
C-3	4
TEP #:	274975



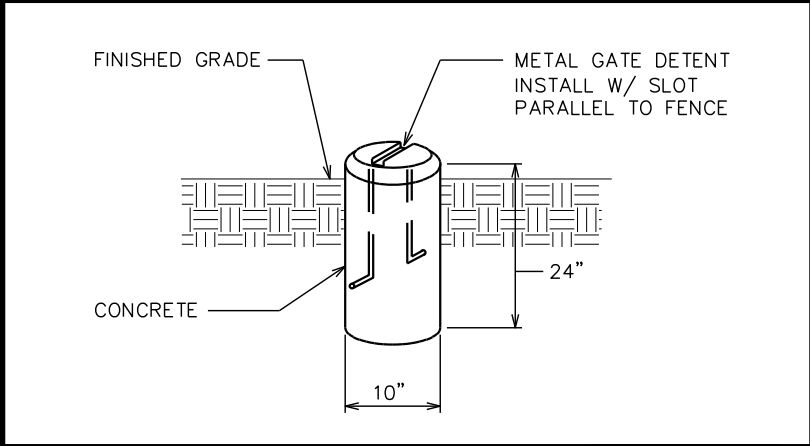
TYPICAL FENCE ELEVATION

SCALE: N.T.S.



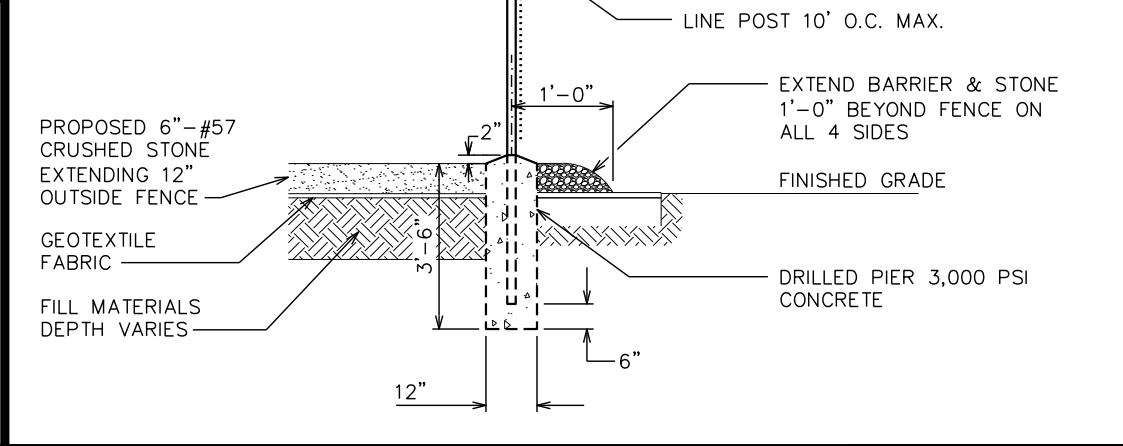
GATE STOP / KEEPER DETAIL

SCALE: N.T.S.



GATE DETENT DETAIL

SCALE: N.T.S.



FENCE / BARBED WIRE ARM DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:



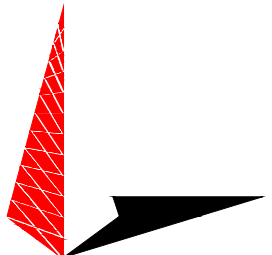
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

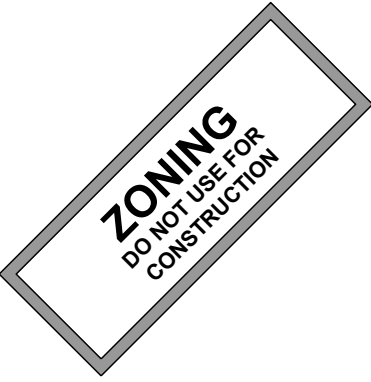
SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011



4	03-06-24	ZONING DRAWINGS
3	02-01-24	ZONING DRAWINGS
2	01-18-24	ZONING DRAWINGS
1	04-13-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:

FENCE DETAILS

SHEET NUMBER:

C-4

REVISION:

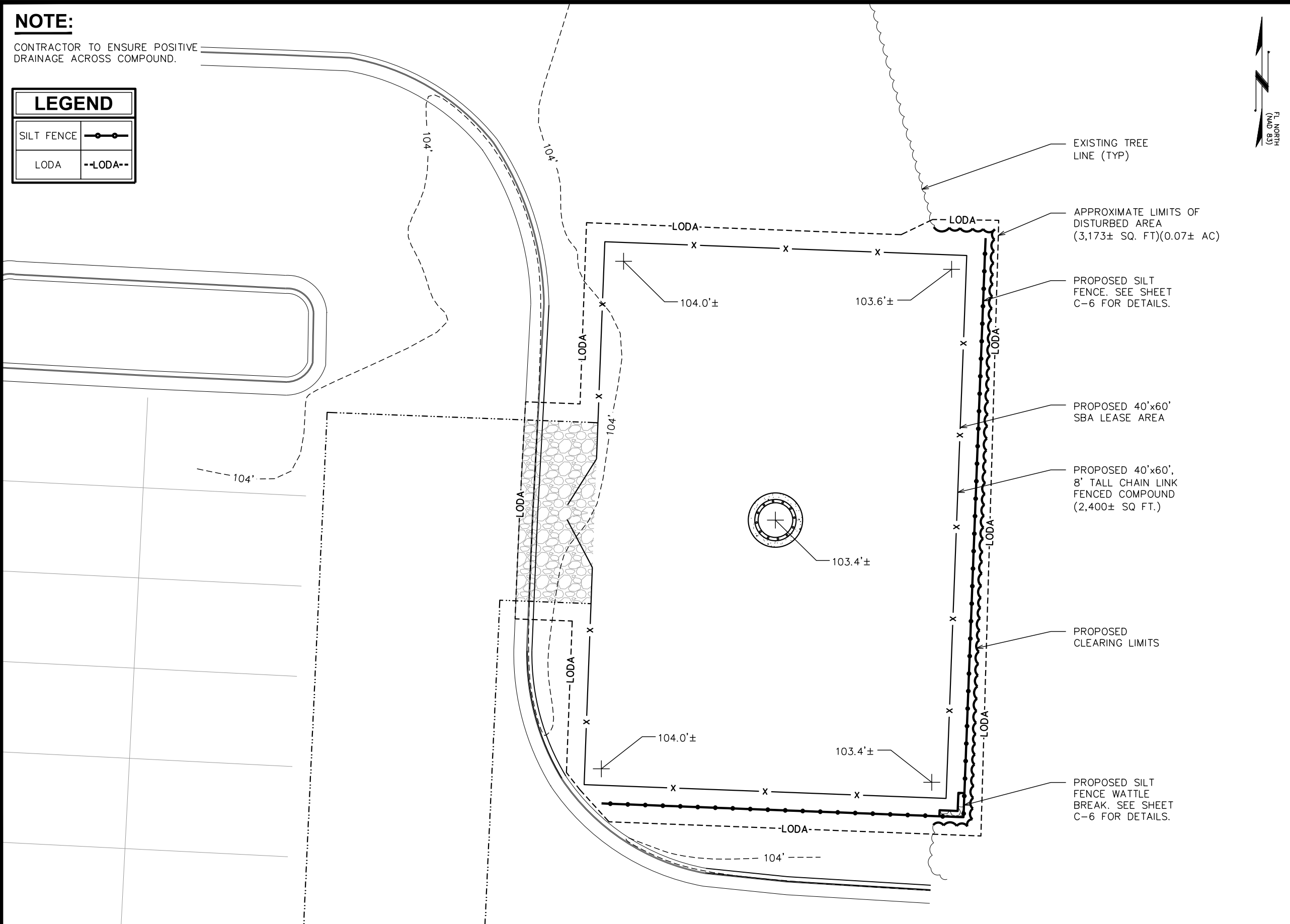
4

TEP #: 274975

NOTE:

CONTRACTOR TO ENSURE POSITIVE DRAINAGE ACROSS COMPOUND.

LEGEND	
SILT FENCE	
LODA	--LODA--



PLANS PREPARED FOR:



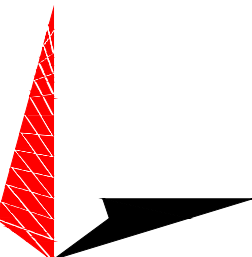
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

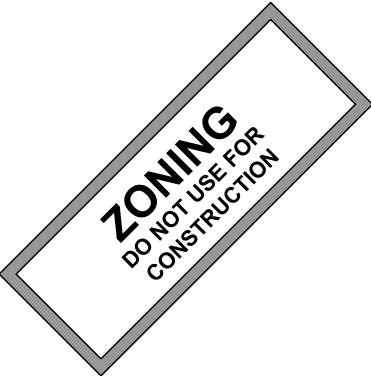
SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011



REV	DATE	ISSUED FOR:
I	04-13-23	ZONING DRAWINGS
O	04-12-23	ZONING DRAWINGS

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:
GRADING & EROSION CONTROL PLAN

SHEET NUMBER: C-5	REVISION: 1 TEP #: 274975
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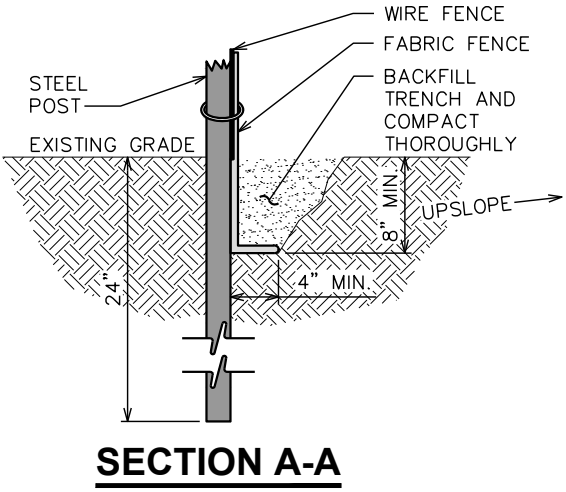
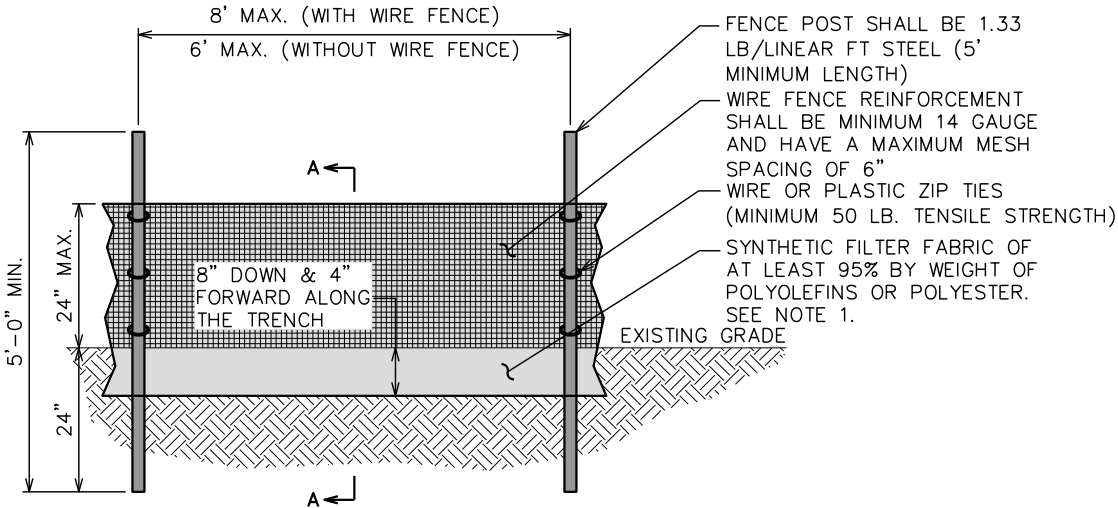
GRADING & EROSION CONTROL PLAN

SCALE: 3/32" = 1'-0"



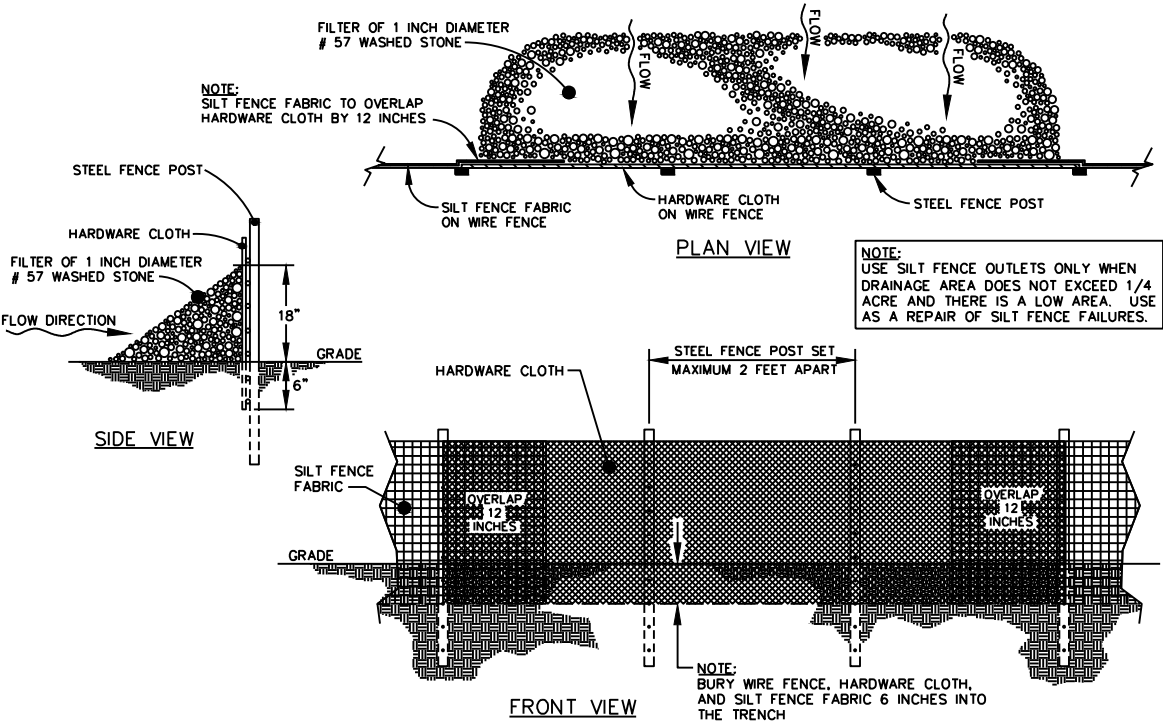
NOTES:

- 1. FILTER FABRIC SHALL CONFORM TO THE REQUIREMENTS LISTED IN ASTM D 6461.
- 2. ENDS OF INDIVIDUAL FILTER FABRIC SHALL BE SECURELY FASTENED AT A SUPPORT POST WITH 4 FEET MINIMUM OVERLAP TO THE NEXT POST.
- 3. PACE 12 INCHES OF FABRIC ALONG THE BOTTOM AND SIDE OF THE TRENCH.
- 4. INSPECT SEDIMENT FENCE(S) AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL.
- 5. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE.
- 6. AFTER CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS, BRING THE AREA TO GRADE AND PROPERLY STABILIZE THE SITE.



SILT FENCE DETAIL

SCALE: N.T.S.



STANDARD SILT FENCE OUTLET DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:



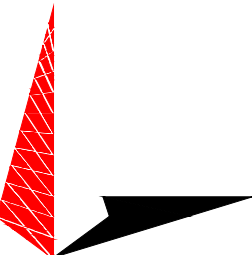
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011

ZONING
DO NOT USE FOR
CONSTRUCTION

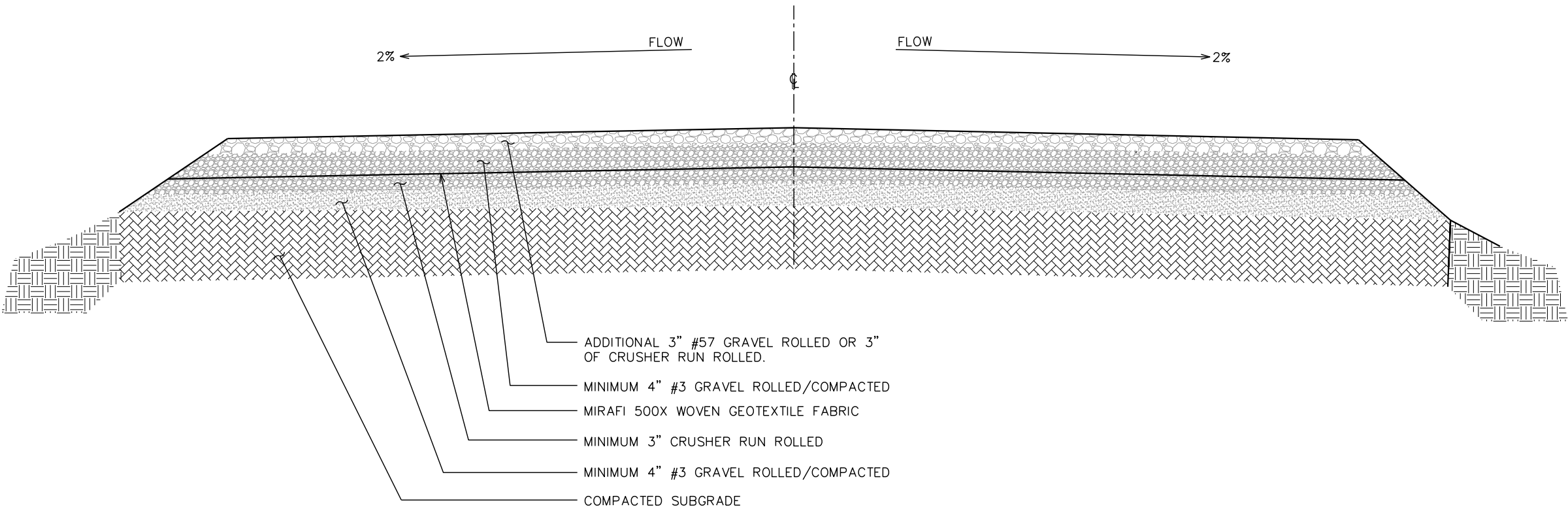
4	03-06-24	ZONING DRAWINGS
3	02-01-24	ZONING DRAWINGS
2	01-18-24	ZONING DRAWINGS
1	04-13-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:

**SILT FENCE &
MATTING DETAILS**

SHEET NUMBER:	REVISION:
C-6	4
TEP #:	274975



PLANS PREPARED FOR:



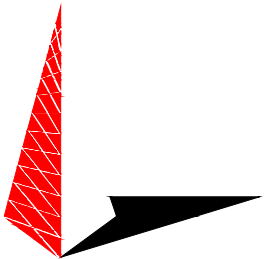
SBA
 SBA TOWERS X, LLC
 8051 CONGRESS AVENUE
 BOCA RATON, FL 33487
 OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

 2650 CREIGHTON RD
 PENSACOLA, FL 32504
 (ESCAMBIA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
 326 TRYON ROAD
 RALEIGH, NC 27603-3530
 OFFICE: (919) 661-6351
 www.tepgroup.net
 FL COA#: 31011



I	04-13-23	ZONING DRAWINGS
O	04-12-23	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: NPL CHECKED BY: MJC

SHEET TITLE:

**ACCESS ROAD
DETAIL**

SHEET NUMBER:	REVISION:
C-7	1
	TEP #: 274975



Vanguard® Medium FTS 370r LED

The Vanguard Medium FTS 370r is a red L-864 medium intensity LED obstruction lighting system for structures 150' to 1050' AGL (FAA tower types A1-A3). The system also meets FAA L-885 low intensity catenary requirements. It complies with CAR 621 2nd edition for medium intensity CL-864 flashing lights and ICAO 6th edition standards for medium intensity type B obstacle lights.

The FTS 370r uses a single cable for communications as well as beacon and marker power. Firmware can be upgraded for future compatibility with no need for controller modification. The single enclosure houses a low-voltage environment, removing the need for an interlock switch and allowing alarms to remain active when the door is open.

Standard Features

- Infrared (IR) lighting – NVG and NVIS compatibility using 850nm IR LEDs on the flashhead per FAA AC 150/5345-43J
- Interleaved LEDs and by-pass circuitry provide longer life by allowing the loss of individual LEDs up to the 25% limit
- Surge immunity of 25kA to withstand 99% of all lighting strikes
- Patented Fresnel optics to minimize ground scatter
- Ruggedized photodiode in metal housing with shielded cable
- Input power breaker switch eliminates replaceable fuses
- Aircraft Detection Lighting Systems (ADLS) interface
- Automatic failsafe switches to day mode if no mode change detected
- 4-line OLED backlit display for visibility in any lighting conditions
- Dry contact monitoring (day, night, marker, PED, GPS, comm alarms and mode status)
- Compliant with FAA AC 70/7460-1M and 1L
- 5-year warranty

System Options

- SMART card – monitor and control the system remotely, and receive full diagnostic information through LTE modem or ethernet-based connectivity. SNMP, Modbus or Eagle protocols may be used.
- LTE modem for improved communication stability
- Outdoor Wi-Fi antenna for onsite diagnostics and lighting inspections
- GPS synchronization
- Upgrade firmware remotely
- TECK90 support – provides protection from RF interference and damage on high-power broadcast towers up to 700' AGL



FTS 370r

SPECIFICATIONS	
Regulatory Compliance	FAA AC 150/5345-43J L-864, L-885
	FAA AC 70/7460-1M
	ICAO Annex 14 6th edition Medium Intensity type B
	Transport Canada CAR 621 2nd edition CL-864
	DGAC L-864
	CSA
Input Voltage	CE
	100-240 VAC
	±48 VDC (optional)
	Frequency
	50-60 Hz
	FH Dimensions
FH Weight	15,8 dia. x 7,3" (400 dia. x 190,5 mm)
	26,3 lbs (11,92 kg)
	FH Aerodynamic Wind Area
	99,1 in² (0,06 m²)
	Marker Power Consumption*
	2,1 W (3,4 W with IR)
Marker Dimensions	9 x 2,8 x 2,1" (228,6 x 69,9 x 54,1 mm)
	Marker Weight
	1,6 lbs. (0,7 kg)
	Controller Dimensions
	23 x 17,1 x 6,4" (584,2 x 434,3 x 162,6 mm)
	Controller Weight
Protection Rating	44 lbs (20 kg)
	IP66, NEMA 4X

POWER CONSUMPTION				
		Wattage (IR)	Flash Rate**	Flash Intensity
L-864	Night (red)	40 W (40 W)	20/30/40 fpm	2,000 ±25%ECD
L-885	Night (red)	50 W (50 W)	60 fpm	2,000 ±25%ECD

FAA RED TOWER LIGHTING

FAA AC 70/7460-1M

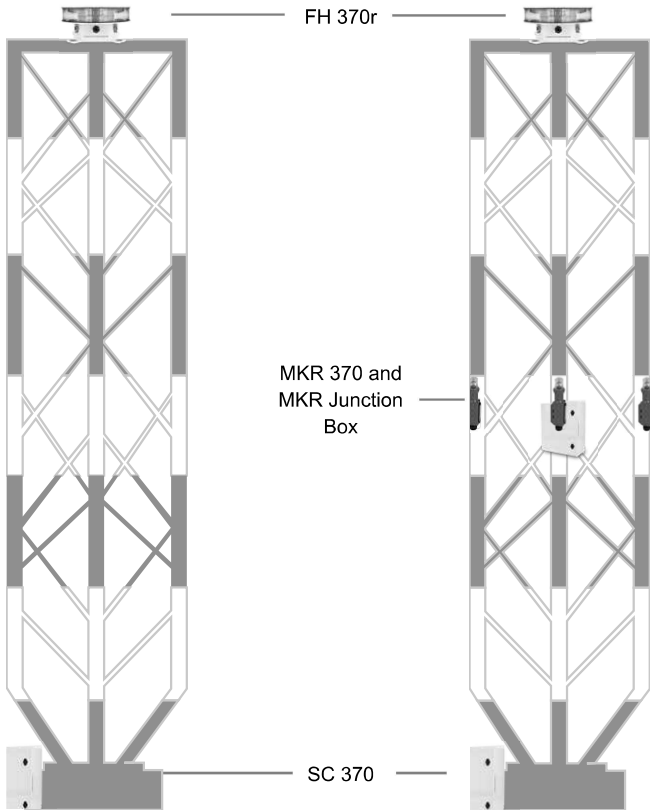
- **Tower Type A1:** 150-350' including any appurtenances with 1 L-864 red/infrared medium intensity beacon and 2 or more L-810 red/infrared marker lights configured to flash in sync with the L-864 at 30 fpm
- **Tower Type A2:** 350-700' including any appurtenances with 3 L-864 red/infrared medium intensity beacons at 30 fpm
- **Tower Type A3:** 700-1050' including any appurtenances with 5 L-864 red/infrared medium intensity beacons at 30 fpm

FAA AC 70/7460-1L

- Same as 1L but no infrared requirement

FAA AC 70/7460-1K

- **Tower Type A1:** 150-350' including any appurtenances with 1 L-864 red medium intensity beacon and 2 or more L-810 marker lights
- **Tower Type A2:** 350-700' including any appurtenances with 3 L-864 red medium intensity beacons and 6 steady-burn L-810 marker lights (8 markers if square)
- **Tower Type A3:** 700-1050' including any appurtenances with 5 L-864 red medium intensity beacons and 9 L-810 marker lights (12 if square)



FAA A1 Tower Type (1M and 1L)

FAA A1 Tower Type (1K)

*Not included in system power consumption.
**Only 30 fpm is applicable for FAA-certified applications files under AC 70/7460-1M, and requires the use of L-810(f) depending on the height of the structure.

FLASH TECHNOLOGY



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-226

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

PUBLIC HEARING: REQUEST FOR VACATION OF RIGHT OF WAY - 100 WATER STREET
AND 3600 BLOCK ELKTON STREET

RECOMMENDATION:

That City Council conduct a Public Hearing on March 21, 2024, to consider the request to Vacate the Right of Way at 100 Water Street and 3600 Block Elkton Street.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

A request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 Block Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels under a single ownership. The purpose is to develop the parcels as a subdivision which will also be reviewed by Planning Board in the future.

On February 13, 2024, the Planning Board voted 6:0 to recommend approval of the request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/13/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Manager

ATTACHMENTS:

1. Application for Vacation of Street Right of Way
2. Planning Board Minutes - 2/13/2024
3. Proposed Ordinance No. 5-24
4. Business Impact Analysis Report
5. Sensitive Property Assessment - 2/20/2024

PRESENTATION: No

VACATION OF ALLEY OR STREET RIGHT OF WAY



Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00

Applicant Information:

Name: Olde City Developers, LLC

Address: 212 W. Intendencia St. Pensacola, FL 32502

Phone: 850-438-9647 Fax: 850-433-5409 Email: cliberis@liberislaw.com
Smooty@liberislaw.com

Property Information:

Owner Name: Olde City Developers, LLC

Location/Address: 100 Water St. Pensacola, FL 32505

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

Purpose of vacation of city right of way/comments:

Right of way has not been used in last 50
years or more. It leads to north edge of
our property. House on other side of property
line.

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Charles A. Liberis
Signature of Applicant

12/5/23
Date

(Owner of Property or Official Representative of Owner) mark

FOR OFFICE USE ONLY

District: _____

Date Received: _____

Case Number: _____

Date Postcards mailed: _____

Planning Board Date: _____

Recommendation: _____

Council Date: _____

Council Action: _____



May 24, 2023

PETITION FOR ABANDONMENT OF PORTION OF WATER STREET

To: City of Pensacola City Planning Department

RE: Water Street Right-of-way vacation

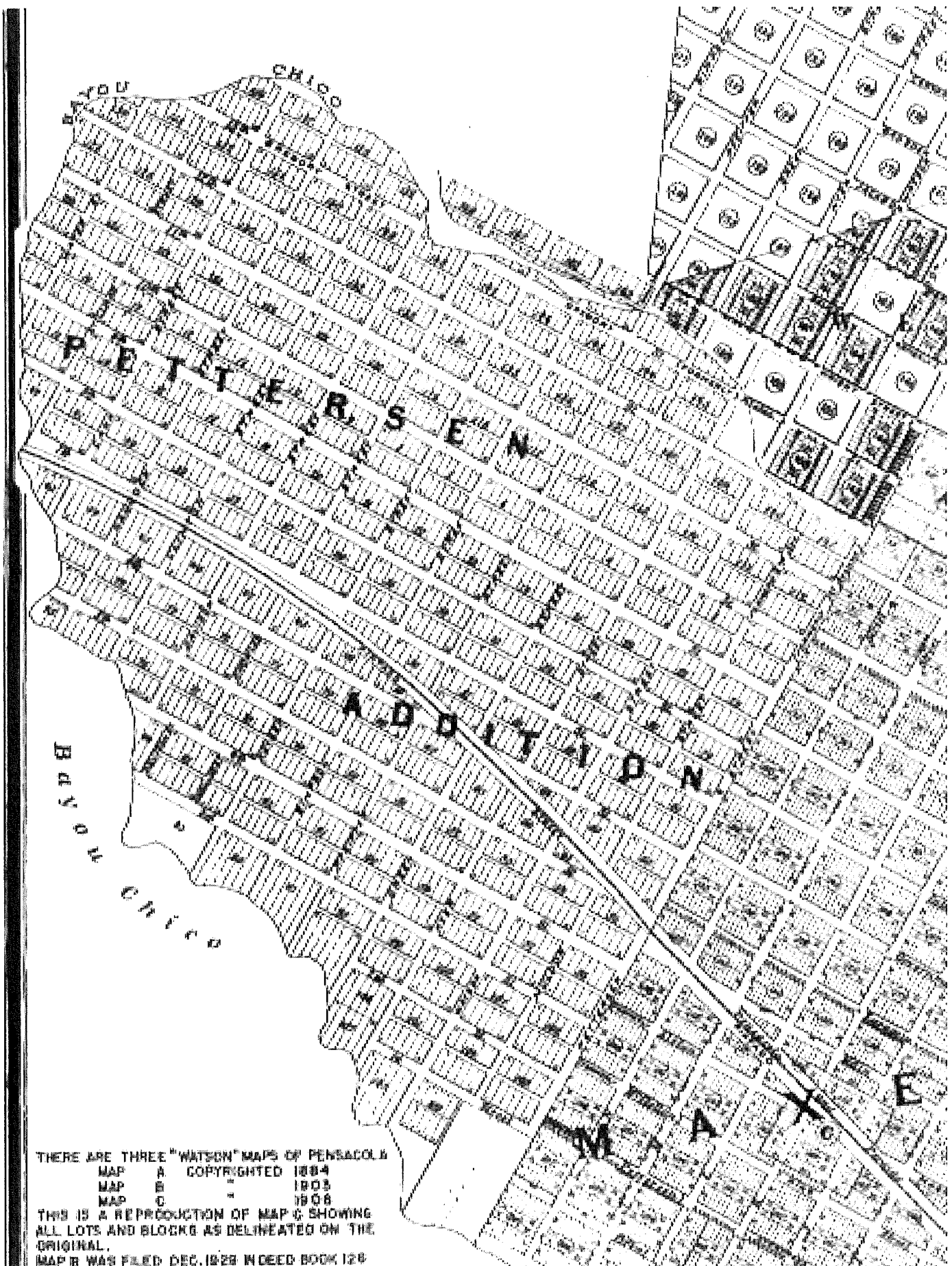
To Whom it may concern,

I am the owner of 100 Water Street at the corner of Water Street and Elkton Street. It came to my attention after purchasing the property, that under the plat recorded in 1906 (copy enclosed) Water Street, formally known as 15th Avenue, was originally platted through this property and a right-of-way was dedicated to the city of Pensacola.

No road has ever been built on this section. I am requesting that Water Street right-of-way from our southern border on Elkton Street to our northern property line be vacated. Olde City Developers, LLC is the sole owner of any property that abuts the existing right-of-way that we are seeking to abandon. We are petitioning the City of Pensacola to vacate this right of way.

Yours truly

Charles S. Liberis, Manager
Olde City Developers, LLC



THERE ARE THREE "WATSON" MAPS OF PENSACOLA
 MAP A COPYRIGHTED 1884
 MAP B " 1903
 MAP C " 1908
 THIS IS A REPRODUCTION OF MAP C SHOWING
 ALL LOTS AND BLOCKS AS DELINEATED ON THE
 ORIGINAL.
 MAP B WAS FILED DEC. 1928 IN DEED BOOK 128

This Document Prepared By and Return to:
Edsel E. Matthews, Jr., P.A.
212 W Intendencia Street
Pensacola, FL 32502

Parcel ID Number: 000800-9090-070-125

Personal Representative's Deed

This Indenture, is made this 19th day of January, 2022, by and between Martha Lynn Robinson
as Personal Representative of the Estate of Ronnie Charles Robinson, deceased, Grantor,
and

Olde City Developers, LLC, a Wyoming limited liability company, Grantee
whose post office address is: 212 W Intendencia Street, Pensacola, FL 32502

Witnesseth; Grantor, pursuant to the the power of sale contained in the Last Will and Testament of Ronnie
Charles Robinson, deceased, and in consideration of the sum of One Dollar (\$1.00) paid to Grantors by Grantee,
receipt of which is acknowledged, grant, bargain and sell to Grantee, and Grantee's heirs, successors and assigns forever, the real
property in Escambia County, Florida, described as follows:

SEE ATTACHED EXHIBIT "A"

The property herein conveyed DOES NOT constitute the HOMESTEAD property
of the Grantor.

Subject to restrictions, reservations and easements of record, if any,
and taxes subsequent to 2021.

Together with all and singular the tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the
real property.

To Have And To Hold the same to Grantee, and Grantee's successors and assigns, in fee simple forever,

And Grantor does covenant to and with the Grantee, and Grantee's successors and assigns, that in all things preliminary to and in
and about this conveyance, the power of sale contained in the Last Will and Testament of Ronnie Charles Robinson, deceased,
and the laws of the State of Florida have been followed and complied with all respects.

In Witness Whereof, the undersigned, as personal representative of the estate of said decedent, has executed this
Instrument under seal on the date aforesaid.

Signed, sealed and delivered in our presence:

Estate of Ronnie Charles Robinson

Printed Name: Ronald P. Robinson
Witness

By:

Martha Lynn Robinson
Martha Lynn Robinson
Personal Representative
P.O. Address: 617 Meander Lane, Cantonment, FL 32533

Printed Name: Lisa Novack
Witness

STATE OF Florida
COUNTY OF Escambia

The foregoing Instrument was acknowledged before me by means of X physical presence or online
notarization, this 19th day of January, 2022 by Martha Lynn Robinson, as personal representative of the
estate of Ronnie Charles Robinson, deceased, who is personally known to me or who has produced her Florida
driver's license as identification.

Notary Public

My Commission Expires: LISA NOVACK
Commission # GG 040688
Expires January 4, 2024
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A:

The following described portion of Section 39, Township 2 South, Range 30 West, in the City of Pensacola, Escambia County, Florida, to-wit: Beginning at the intersection of the South line of said Section 39 and the East shore line of Bayou Chico; thence East along the South line of said Section 39 a distance of 269 feet, more or less, to Water Street; thence North with the West right of way line of Water Street a distance of 150 feet; thence West parallel to the South line of said Section 39 a distance of 221 feet, more or less, to the shore of Bayou Chico; thence Southerly with said Bayou Chico to the Point of Beginning.

Parcel B:

A parcel of land in Sections 39 and 40, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Commence at the Northwest corner of the intersection of Elkton (formerly Tenth Street) and Stillman Street, the Northwest corner of the said intersection being also described as the Southeast corner of Block 125, Pettersen Addition, according to plat recorded in Deed Book 512, at Pages 268 and 269 of the Public Records of said County; thence go West along the South line of the said Block 125 and the North right of way line of Elkton Street a distance of 237.7 feet to the Point of Beginning; thence go North a distance of 175.00 feet; thence go West a distance of 100.00 feet; thence go South a distance of 150.00 feet; thence go East a distance of 21.3 feet; thence go South a distance of 25.00 feet to the North right of way line of Elkton Street; thence go East along the said right of way line a distance of 78.7 feet to the Point of Beginning.

This Document Prepared By and Return to:
Liber's Law Firm
212 W Intendencia Street
Pensacola, FL 32502

Parcel ID Number: 000S00-9090-070-125

Warranty Deed

This Indenture, Made this 19th day of January, 2022 A.D., Between Rita R. Bowen a/k/a Rita C. Bowen and Riley R. Robinson, grantors,
and

Olde City Developers, LLC, a Wyoming limited liability company, grantee
whose address is: 212 W Intendencia Street, Pensacola, FL 32502

Witnesseth that the GRANTORS, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00),
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land,
situate, lying and being in the County of Escambia State of Florida to wit:

SEE ATTACHED EXHIBIT "A"

The property herein conveyed DOES NOT constitute the HOMESTEAD property
of the Grantors.

Subject to restrictions, reservations and easements of record, if any,
and taxes subsequent to 2021.

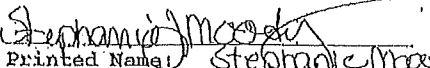
and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

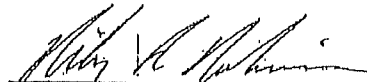
In Witness Whereof, the grantors have hereunto set their hands and seals this day and year first above written.

Signed, sealed and delivered in our presence:


Printed Name: Rita R. Bowen
Witness Lisa Novack

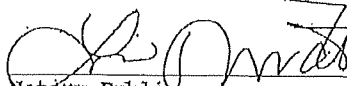

Rita R. Bowen a/k/a Rita C. Bowen


Printed Name: Stephanie Moseley
Witness


Riley R. Robinson

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 19th day of January, 2022 by Rita R. Bowen a/k/a Rita C. Bowen and
Riley R. Robinson, who are personally known to me or who have produced their Florida driver's
license as identification.


Notary Public
My Commission Expires: 1/1



LISA NOVACK
Commission # 00010698
Expires January 4, 2024
Notary Public, State of Florida

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A:

The following described portion of Section 39, Township 2 South, Range 30 West, in the City of Pensacola, Escambia County, Florida, to-wit: Beginning at the intersection of the South line of said Section 39 and the East shore line of Bayou Chico; thence East along the South line of said Section 39 a distance of 269 feet, more or less, to Water Street; thence North with the West right of way line of Water Street a distance of 150 feet; thence West parallel to the South line of said Section 39 a distance of 221 feet, more or less, to the shore of Bayou Chico; thence Southerly with said Bayou Chico to the Point of Beginning.

Parcel B:

A parcel of land in Sections 39 and 40, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Commence at the Northwest corner of the intersection of Elkton (formerly Tenth Street) and Stillman Street, the Northwest corner of the said intersection being also described as the Southeast corner of Block 125, Pettersen Addition, according to plat recorded in Deed Book 512, at Pages 268 and 269 of the Public Records of said County; thence go West along the South line of the said Block 125 and the North right of way line of Elkton Street a distance of 237.7 feet to the Point of Beginning; thence go North a distance of 175.00 feet; thence go West a distance of 100.00 feet; thence go South a distance of 150.00 feet; thence go East a distance of 21.3 feet; thence go South a distance of 25.00 feet to the North right of way line of Elkton Street; thence go East along the said right of way line a distance of 78.7 feet to the Point of Beginning.



100 BLK STILLMAN ST

MARQUES ST

91 WATER ST

WATER ST

120 WATER ST

75 N STILLMAN ST

3505 MARQUES ST

3501 MARQUES ST

47 N STILLMAN ST

100 WATER ST

3600 BLK ELKTON ST

3618 ELKTON ST

3616 ELKTON ST

11 N STILLMAN ST

9 N STILLMAN ST

4 WATER ST

ELKTON ST

500 W NAVY BLVD

WATER ST

75 WATER ST

3502 W NAVY BLVD

Right of Way Vacation Request

0 0.01 0.02 Miles

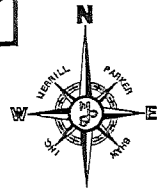
Date: 8/3/2023



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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PENSACOLA
FLORIDA'S FIRST & FUTURE

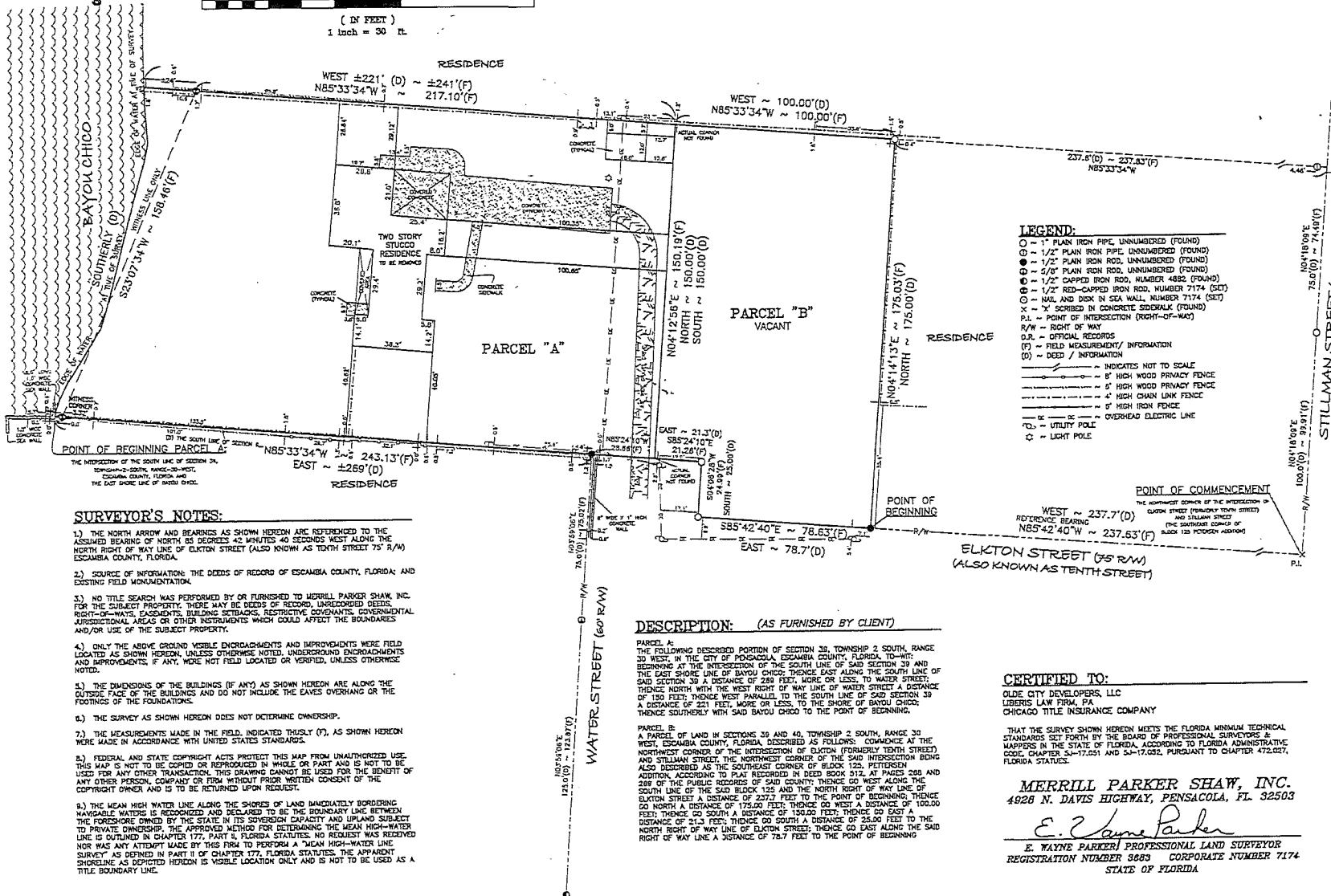


GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

BOUNDARY SURVEY

A PORTION OF SECTION 39 & 40
TOWNSHIP-2-SOUTH, RANGE-30-WEST,
ESCAMBIA COUNTY, FLORIDA.
ADDRESS: 100 WATER ST.



SURVEYOR'S NOTES:

- 1) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 85 DEGREES 42 MINUTES 40 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF ELKTION STREET (ALSO KNOWN AS TENTH STREET) 75' R/W ESCAMBIA COUNTY, FLORIDA.
- 2) SOURCE OF INFORMATION: THE DEEDS OF RECORD OF ESCAMBIA COUNTY, FLORIDA; AND EXISTING FIELD MONUMENTATION.
- 3) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.
- 4) ONLY THE ABOVE-GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- 5) THE DIVISIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.
- 6) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.
- 7) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.
- 8) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.
- 9) THE MEAN HIGH WATER LINE ALONG THE SHORES OF LAND BACEDIMATELY BORDERING WANGABLE WATERS IS RECOGNIZED AND DECLARED TO BE THE BOUNDARY LINE BETWEEN THE FORESHORE OWNED BY THE STATE IN ITS SOVEREIGN CAPACITY AND UPLAND SUBJECT TO PRIVATE OWNERSHIP. THE APPROVED METHOD FOR DETERMINING THE MEAN HIGH-WATER LINE IS OUTLINED IN CHAPTER 177, PART 4, FLORIDA STATUTES. NO REQUEST WAS RECEIVED NOR WAS ANY ATTEMPT MADE BY THIS FIRM TO PERFORM A "MEAN HIGH-WATER LINE SURVEY" AS DEFINED IN PART 4 OF CHAPTER 177, FLORIDA STATUTES. THE APPARENT SHORELINE AS DEPICTED HEREON IS VISIBLE LOCATION ONLY AND IS NOT TO BE USED AS A TITLE BOUNDARY LINE.

DESCRIPTION: (AS FURNISHED BY CLIENT)

PARCEL A:
THE FOLLOWING DESCRIBED PORTION OF SECTION 39, TOWNSHIP 2 SOUTH, RANGE 30 WEST, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, TO-WIT: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 39 AND THE EAST SHORE LINE OF BAYOU CHICO; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 39 A DISTANCE OF 281 FEET, MORE OR LESS, TO WATER STREET; THENCE NORTH WITH THE WEST RIGHT OF WAY LINE OF WATER STREET A DISTANCE OF 150 FEET, THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 39 A DISTANCE OF 221 FEET, MORE OR LESS, TO THE SHORE OF BAYOU CHICO; THENCE SOUTHERLY WITH SAID BAYOU CHICO TO THE POINT OF BEGINNING.

PARCEL B:
A PARCEL OF LAND IN SECTIONS 39 AND 40, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE INTERSECTION OF ELKTION STREET (FORMERLY TENTH STREET) AND STILLMAN STREET, THE NORTHWEST CORNER OF THE SAID INTERSECTION BEING ALSO DESCRIBED AS THE SOUTHWEST CORNER OF BLOCK 125, PETTIGREW 288 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO WEST ALONG THE SOUTH LINE OF THE SAID BLOCK 125 AND THE NORTH RIGHT OF WAY LINE OF ELKTION STREET A DISTANCE OF 227.7 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH A DISTANCE OF 175.00 FEET; THENCE GO WEST A DISTANCE OF 100.00 FEET; THENCE GO SOUTH A DISTANCE OF 150.00 FEET; THENCE GO EAST A DISTANCE OF 21.3 FEET; THENCE GO SOUTH A DISTANCE OF 23.00 FEET TO THE NORTH RIGHT OF WAY LINE OF ELKTION STREET; THENCE GO EAST ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 78.7 FEET TO THE POINT OF BEGINNING.

CERTIFIED TO:

OLDE CITY DEVELOPERS, LLC
LIBERIS LAW FIRM, P.A.
CHICAGO TITLE INSURANCE COMPANY

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 54-17.051 AND 54-17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

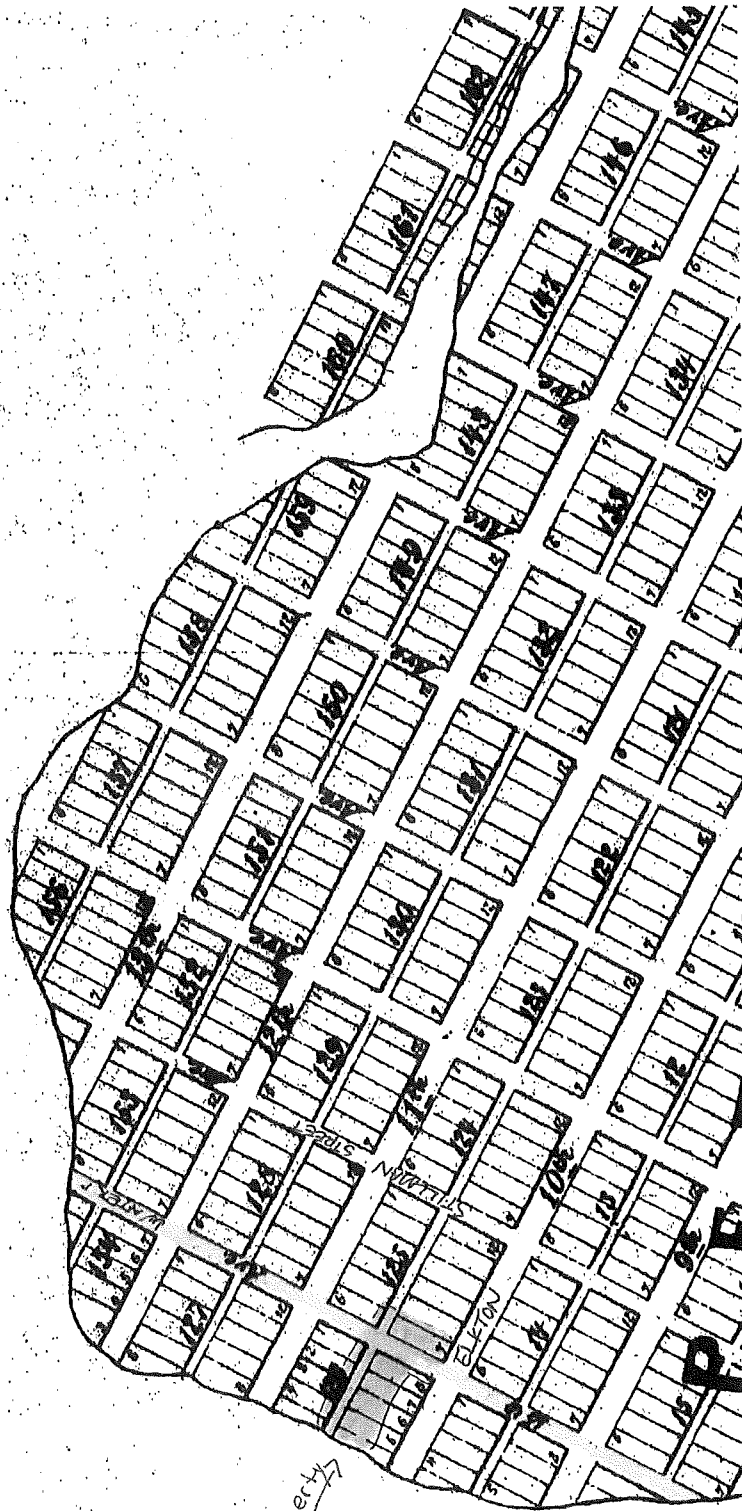
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL 32503

E. Wayne Parker
E. WAYNE PARKER/ PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

COPYRIGHT © 2021 BY MERRILL PARKER SHAW, INC.

E. WAYNE PARKER, P.L.S. NO. 3683, CORPORATE NO. 7174, STATE OF FLORIDA

BOUNDARY SURVEY	
A PORTION OF SECTION 39, TOWNSHIP-2-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA, ADDRESS: 100 WATER ST.	
REQUESTED BY: SCOTT JENNINGS PREPARED FOR: OLDE CITY DEVELOPERS, LLC	
JOB NO.	SHEET
21-13716	1 OF 1
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR	
LEGEND: 1" = 30' SCALE: 1" = 30' DRAWN: ROC CHECKED: EWP DATE: 7/8/21 FIELD DATE: 06/28/21 FIELD BOOK: 473, PAGE 12	
MERRILL PARKER SHAW, INC. PROFESSIONAL SURVEYING SERVICES 4928 N. DAVIS HIGHWAY, PENSACOLA, FL 32503 PH: (850) 478-4823 FAX: (850) 478-4824 FLORIDA CORPORATION NUMBER 7174	
NO. DATE APPR. REVISIONS:	



Our property



CHICAGO TITLE INSURANCE COMPANY

Policy No.: 1088-1-90-54-21-2022,7230609-226435727

OWNER'S POLICY OF TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to Insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

If a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

7230609

ALTA Owners Policy 06/17/06 w-FL Mod_306

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Page 1 of 6



(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(I) to be timely, or

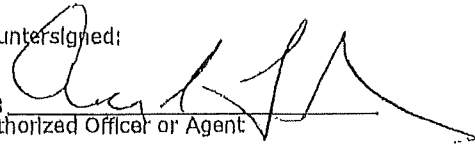
(II) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Countersigned:

By: 
Authorized Officer or Agent

Liberis Law Firm, PA
212 W Intendencia St
Pensacola, FL 32502-5710
Tel: 850-438-9647
Fax: 850-433-5409



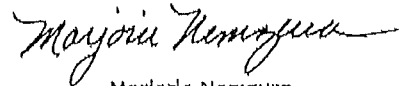
By:

CHICAGO TITLE INSURANCE COMPANY



Randy R. Quirk
President

Attest:



Marjorie Nemzura
Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes:

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) If the grantee wholly owns the named Insured,

(3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk

of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as Insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as Insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to



do any other act that in its opinion may be necessary or desirable to establish the Title, as Insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as Insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as Insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as Insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as Insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.



(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as Insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this

policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at CHICAGO TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.





**POLICY OF TITLE INSURANCE
SCHEDULE A**
Chicago Title Insurance Company

Liberis Law Firm, P.A.
212 West Intendencia Street
Pensacola, FL 32502

Policy Number: 7230609-226435727

Order Number: 9404227
Customer Reference: 90-54-21
Amount of Insurance: \$350,000.00
Premium: \$1,825.00

Address Reference: 100 Water Street
Pensacola, FL 32505
Escambia County
(for informational purposes only)

Date of Policy: January 19, 2022 at 12:34 PM

1. Name of Insured:
Olde City Developers, LLC, a Wyoming limited liability company
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Olde City Developers, LLC, a Wyoming limited liability company
4. The land referred to in this policy is described in Exhibit "A" attached hereto and made part hereof.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

2730609

1 of 3

ALTA Owner's Policy (6/17/06)
(with Florida Modifications)

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explained the procedures of the Board meeting including requirements for audience participation. Chair Person Ritz, Vice Chairperson Larson, Board Members Grundhoefer, Villegas, Sampson, and Van Hoose were sworn in by Assistant City Clerk Tice. Vice Chairperson Larson nominated Chairperson Ritz to continue as Chairperson, seconded by Board Member Grundhoefer, and it carried unanimously. Board Member Van Hoose nominated Chairperson Larson to continue as Vice Chairperson, seconded by Board Member Sampson, and it carried unanimously.

Approval of Meeting Minutes – Vice Chairperson Larson made a motion to approve the June 13, 2023, minutes, seconded by Board Member Sampson, and it carried 6:0.

New Business –

Request for Vacation of Alley and Street Right of Way – 100 Water Street and 3600 BLK Elkton Street – Zone R-1A – District 7

Assistant Planning & Zoning Manager, Harding introduced the item, a request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels and under a single ownership. The purpose is to later development the parcels as a subdivision which will also be reviewed by Planning Board at that time. This request has been routed through the various City departments and utility providers. Those comments are attached for your review. The item was properly noticed. Pensacola Energy had comments that have been resolved. Comments made by Florida Power and Light concerned overhead facilities in which their easement rights will be retained. Chairperson Ritz stated that the citizens of the City of Pensacola may give without payment being received the alley and right of way, they would be in fact giving it away. The applicant owns property on both sides of the right of way, they would get the entire right of way. The citizens may gain a benefit by it being on the tax roll, but the citizens would no longer have access to this right of way and the alleyway to the water. The right of way is quite overgrown, it appears to not have been used for an extended time. Board Member Grundhoefer wanted to know if the owner owned both sides of the alley way, Assistant Planning & Zoning Manger, Harding replied yes. The City was not aware of the right of away until a potential subdivision plat was submitted for review. Chairperson Ritz stated that there's still a right of way north of this right of way, the owners of that property may come in the future to request a vacation of that right of way. Charles Libers spoke on behalf of Olde City developers, he stated the road is never used and it has been under one ownership for years. The property owners to the north no longer use the alley or right of way. Dana Fredrikkson owner of 120 Water Street spoke out against this item, feels it will deny access to the water to the public. Even though she is opposed to this request, she does want construction of new houses to continue. Board Member Grundhoefer asked if she or her family members have used the access, she stated no but that does not mean she will not in the future. Renee Wilhoit of 3501 Marques Street stated she is not against the vacation of right way, however she wanted to make sure she maintains her legal access to Water and Marques Street and make sure she's not land locked. Debbie Friedrich of 3505 Marques Street shared the same concerns, wants a little more time to look at this request. Charles Liberis spoke again, stated he has no issue with a continuance so his surveyor can speak to Renee Wilhoit. Chairperson Ritz stated the boards decision is advisement to City Council,

Council will make their own decision. Assistant City Attorney Lindsay advised if they table the item, it becomes an automatic approval. Assistant Planning & Zoning Manager Harding stated that section 12-12-2 (4) Rules of procedure, meetings, and records. Any matter referred to the board shall be acted upon by the board within 45 days of the date of reference, unless a longer or shorter period is specified. Assistant City Attorney Lindsay advised the board to deny without prejudice instead of tabling the item. Boards Members discussed who owns the various parcels surrounding the right of way in question. **Board Member Grundhoefer made the motion to deny the application without prejudice and to allow the applicant to return to Planning Board to verify concerns heard by the public.** The concerns primarily included whether or not the Water Street right of way continued to the north and within the property located at 3505 Marques Street, and if the property located at 3501 Marques Street would be land locked as a result of the requested vacation. **The motion was seconded by Board Member Villegas.** Staff clarified that based on the application process, the applicant could choose to proceed to a City Council hearing, but that Planning Board's recommendation to City Council would be for denial. Alternatively, the applicant could choose to return to Planning Board with additional information resolving neighboring concerns in effort to receive a recommendation for approval. **With no further discussion, the board carried the motion 6-0.**

Aesthetic Review Application – 50 S. 9th Avenue – Gateway Redevelopment District – District 6

Assistant Planning & Zoning Manager, Harding introduced the item for aesthetic review of 50 S. 9th Avenue. SMP Architecture is seeking site plan and aesthetic approval for the Hawkshaw development project. The residential development shows three three-story buildings to accommodate 58 units. Materials include a stucco system façade with aluminum frame openings and standing seam metal roofs. Parking will be provided at the north side of the complex and along S. 10th Avenue. The parking area is proposed to be covered by concrete pavers in a herringbone pattern. This project has undergone a number of modifications, and a letter from CRA outlining certain deviations from past plans has been included. However, this current version will also be reviewed at the August 17 CRA meeting. As a result, any approvals granted by Planning Board will be contingent upon CRA's acceptance of the plans and subsequent permitting requirements. This request has been routed through the various City departments and utility providers. Those comments are attached for your review. The minutes from this meeting will be provided to the CRA, if CRA determines changes are needed this project could come back before the Planning Board. Brian Spencer of SMP Architecture spoke on the item and introduced a video of the planned project. He will have to go before the CRA on August 14th regarding this project. They are hoping to provide more housing opportunity for those who would like to live in the city limits. It's a three building scheme with connectivity, a tree orchard, 104 onsite parking spaces, an arborist has been hired to preserve three heritage oaks on this parcel. All residents will be built no lower than twelve feet. Site storm retention has been addressed via design capacity of the Admiral Mason Park stormwater pond. You will not see any onsite stormwater retention, there will be inlets and the roof will have internal downspouts within columns that then go to underwater stormwater systems. Aesthetically, there will be flat roofs, metal gable roof, and flat parapet roof. Documents submitted to the city show a concrete building, they are checking the pricing of CMU and ICF, exterior will



MINUTES OF THE PLANNING BOARD
February 13, 2024

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

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Assistant City Attorney Lindsay, Assistant City Administrator Forte, Help Desk Technician Russo, Development Services Director Morris, City Surveyor Odom, Development Services Coordinator Statler, Executive Assistant Chwastyk, Assistant Airport Director Remington, Administrative Assistant Partington

STAFF VIRTUAL: None

OTHERS PRESENT: Douglas Wassmer, DD Gomes, Henry Gomes, Carol Conde, Renee Wilhoit, Chris Wilde, John Bullock, Royiv Rayah, Verkat Kardi, Ashok Ailtharaju, Bob Gerold, Joseph Kyle, Shankar Gadupudi, Chris Tonn, Tony Jones, Charles Liberis, Brian Spence, James Gulley, Ronnie Mart, Jawad Ayyad, Ibrahim Ayyad, Alan Gray, Amir Fooladi, Calli Sivils, John Buzzell

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 9, 2024
- **New Business:**
- Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD
- Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 Elkton Street, Zone R-1A
- Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC
- Conditional Use Permit for Communications Tower – 2650 Creighton Road, Zone C-

- 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 Van Hoose made a motion to approve the January 9, 2024, minutes, seconded by Board Member Sampson, and it carried 6:0.

New Business –

Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD

Assistant Planning & Zoning Manager Harding introduced the item. SMP Architecture is requesting conceptual aesthetic review for a new 48-unit residential development with parking. Since this item is for conceptual review, staff has not examined the preliminary renderings for strict compliance with the Gateway Redevelopment District standards, stormwater requirements, landscaping, etc. At this time, the applicants are only asking for the board's feedback regarding the overall design, massing, and siting of the project and its features. This application has been routed through the various City departments and utility providers.

The purpose of the Gateway Redevelopment District was read to the board members. Brian Spencer of SMP spoke to the board. The parcel backs up to C-3, near Bagel Heads and across from the site is the back of South Market Restaurant, all businesses within the area were mentioned. Mr. Spencer point out that there's more redevelopment opportunity in GRD since a common theme among other developments is not present. Phillip Partington of SMP addressed the board next. He presented more slides for the board to view and went over what is allowed in zoning district GRD, feeling this is an appropriate use for this property; proposing 96-units, 48-units per building which is about half of the maximum density allowed. Off-street parking requires 1 space per unit, they will have 96-units they and will be providing 240 spaces all within the footprint of the building. Mr. Partington went over the required setbacks, 10 feet on Gregory side and 5 feet on other boundaries. Primary access is on Heinberg, along they may look at providing access on Old Gregory to the east of where the bridge comes in at, they would have to get FDOT approval since it's a state road, but for now access will be on Heinberg. The way they want to build will provide view corridors with 64 percent lot coverage, they will be 40 percent open. The design team met with City Arborist, and designed around a massive tree in the middle, they are preserving a number of trees and will mitigate if necessary. Board Member Grundhoefer asked about material being used and why they are no longer making it white, Mr. Partington felt it was too much white so they are using a warm mahogany tone of stucco. They plan on using a screen type material for the green wall to grow on. Balconies will have restrictions; those will be addressed in covenants. They will try to get access to Gregory towards the eastern end of their property. The pumphouse is owned by Pensacola Energy, they own property all around. It was confirmed that Gregory is a state road, any changes would have to have prior approval from the FDOT. Exit and entrance will be on Heinberg, no plans to widen. Board Member Powell appreciated the applicant

going line by line through the code. Board Member Van Hoose appreciated the representative pictures presented and inquired if they were committed to the colors in the renderings. Mr. Partington replied yes, though there may be minor changes. The development will have a deep pile foundation, so they are not concerned with noise of train tracks. Mr. John Bullock spoke and has concerns about the access only being on Heinberg since there's a possibility of 240 more cars on Heinberg with this new development. He feels a traffic study should be done. Mr. Alan Gray also spoke and hopes this will be looked at favorably. Mr. Chris Tonn spoke and has traffic concerns for Heinberg as well, and welcomes additional traffic studies. City of Pensacola transportation planner is aware of project and will be kept in the loop and will be speaking to those associated with the project. Brian Spencer mentioned the condo residents have a fluid schedule, not concentrated at specific times for those concerned about the traffic. The board offered the applicants ideas and concepts of the board's interpretation and observations and that the applicants will take those to heart. **Board Member Powell made the motion to recommend conceptual approval, seconded by Vice Chairperson Larson, and it carried 6:0.**

Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 BLK Elkton Street, Zone R-1A

Assistant Planning & Zoning Manager Harding introduced the item. A request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels under a single ownership. The purpose is to develop the parcels as a subdivision which will also be reviewed by Planning Board in the future. This application is a rehearing, and the original application was presented in August 2023 where the board voted 6-0 to "deny the application without prejudice and to allow the applicant to return to Planning Board to verify concerns heard by the public". The applicant has had further discussions with neighbors. This request has been routed through the various City departments and utility providers. Mr. Charles Liberis, the applicant, addressed the board. The property is to the east side of Bayou Chico, has a right-of-way that has never been used. A vacation will not impact the neighbors to the north since they have an exit to the north of their property. He asked that the board please reconsider. Board Member Grundhoefer asked if access to water has been resolved, Liberis stated it has not been resolved and it's private property, any one going to the water that way is trespassing. This is a city right-of-way, if the vacation is approved, it will be basically deeded to the property owner or applicant. The board members had a discussion regarding access for properties surrounding the property in question. What has changed from the last meeting is the homeowner that had concerns, no longer has those concerns. Ms. Renee Wilhoit spoke and stated that would have a problem if she will be land locked if this approved. She's not against this item, she just does not want it to affect her negatively. No one uses the right-of-way currently. The homes located at 3501 and 3505 Marques still have access to public right-of-way if this vacation goes through. Staff confirmed that Ms. Wilhoit's property would not be impacted as a result of a vacation. Mr. Douglas Wassmer spoke and felt that there's no water access on Marques Street. Chairperson Ritz reiterated that his comment did not apply to the item they are discussing. Board Member Grundhoefer asked if the City could clean this right-of-way up, Assistant City Attorney Lindsay replied that it requires private parties to resolve it, but the city would cooperate in any way they can. **Board Member Grundhoefer made**

a motion to approve, seconded by Board Member Van Hoose and it carried 6:0.

Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA

Assistant Planning & Zoning Manager Harding introduced the item. Rajiv Rajah is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1421 N. 6th Avenue (total of two parcels) and 1419 N. 6th Avenue. The properties are currently zoned R-1AA, Medium-Density Residential Zoning District, and the existing Future Land Use (FLU) designation is MDR, Medium-Density Residential. The applicant is proposing to amend the zoning district to R-NC, Residential/Neighborhood Commercial Zoning District, and the FLU to Residential/Neighborhood Commercial Land Use. The properties are currently “existing nonconforming” in terms of land use and setbacks. If approved, the desire is to bring the lots into zoning compliance with the intent to later subdivide, since the requested zoning would accommodate smaller setbacks and lot requirements. This application has been routed through the various City departments and utility providers. Currently R-1AA zoning allows for single-family detached, duplexes, townhomes, cemeteries, churches and currently one of the lots has three single family detached residences which would not be normally permitted in this zoning district. R-NC allows for residential design manufactured homes, retail food and drugstore, personal service shops, clothing and fabric stores, specialty shops, floral shops, bakeries, health clubs, martial arts studios, laundromats, outdoor sales of trees and shrubs and any uses permitted in R-2. It was reiterated that the board is not approving a project, they are reviewing a proposed change to the zoning, and any of those allowed uses could become by right allowed if this goes through to city council. This would have two readings before city council since ordinances are involved. Mr. Rajiv Rajah, the owner of the parcels was there to address the board. Board Member Grundhoefer wanted clarification, R-1AA does not allow multi-family, but it's already there. Multi-family is treated as commercial. All lots have structures on them, none are vacant. Board Member Van Hoose inquired as to why he needed the rezoning, applicant replied he was under the impression that it had to be rezoned in order to be able to split the lot to bring it into compliance. If existing houses remain it would be exempt from the CRA overlay requirements, defer to underlying zoning districts for minimum lot sizes. A discussion began about if re-platting the parcels would then bring it into compliance. The board discussed how R-2 is less intensive than R-NC, the board may suggest going to R-2 instead and it would be legal since it would be a transitional zone and not spot zoning. Board Member Grundhoefer stated he will not support R-NC, but will support R-2. The applicant still has the ability to lobby for his original request when it goes before city council despite what the board recommends. Board Member Van Hoose stated she sees on the map R-NC on Davis and 6th, also that zoning only changes if an applicant requests it. This will go before city council on March 21st. **Mr. Vice Chairperson Larson made the motion to recommend approval to amend the subject properties to a transitional ‘R-2’ zoning district and a future land use designation of ‘O’. Board Member Grundhoefer recommended that language be added to state that Planning Board felt the original request to rezone the property to R-NC (with a future land use of RNC) was too intense of a designation from a 6th Avenue frontage, and therefore suggest that ‘R-2’ and ‘O’ be designated instead since it is less intensive. Chairperson Ritz agreed and added that amendment to ‘R-2’ and ‘O’ would act as transitional zoning and that it still works with the applicant’s desired use of the property. Vice Chairperson Larson amended his motion to reflect**

these statements. Board Member Powell seconded the motion and it carried 6:0. Mr. Tony Jones lives adjacent to property and spoke in opposition to R-NC and R-2. He feels there's already not enough parking and this would cause other issues. He stated he would be sure to speak at the city council against this request. He's at liberty to bring as many of his neighbors to the council meeting to voice their concerns. Chairperson Ritz stated that despite his concerns he doesn't feel it would have changed the outcome. The board was asked to confirm if Mr. Jones' comments would have changed their decisions, and all board members present verbally agreed that it did not and that the board's motion stands.

Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC

Assistant Planning & Zoning Manager Harding introduced the item. Bearing Point 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 annexation request for the subject parcels took place at the February 8, 2024, City Council meeting. The parcels are contiguous to the city limits, located along Airport Blvd, and encompass approximately 7.5 acres. The request indicates that the future plans for the property are to develop a 200-unit apartment complex. These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation. The city reviewed the adjacent zoning districts for the proposed use as multiple-family attached dwellings and recommends "Residential/Office Land Use District" (R-2) for the new zoning district and "Office" (O) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. Currently, Escambia County has it zoned as Commercial. There are no issues with the proposal, only if we were creating an enclave and we are not doing that. The board reviewed the map and the surrounding zones of those parcels. They chose R-2 because it is adjacent to existing R-2, and it allows multi-family without allowing all the heavy commercial uses aligning with the developer's request and intended development of the property. **Vice Chairperson Larson made the motion to recommend approval. Chairperson Ritz clarified that the motion was to recommend a zoning district of 'R-2' and a future land use of 'O' as proposed. It was further clarified that 'R-2' was an appropriate zoning assignment for the parcels since they were contiguous to other properties in the city zoned 'R-2' and 'O'. Board Member Powell seconded the motion and it carried 6-0.**

Conditional Use Permit for Communications Tower—2650 Creighton Road, Zone C-1

Assistant Planning & Zoning Manager Harding introduced the item. SBA Communications along with its service provider, Verizon Wireless, has requested a Conditional Use Permit for a Communication Tower at 1224 Creighton Road (Walmart Supercenter site). This property is currently zoned Commercial (C-1), which permits this use by the granting of a Conditional Use Permit. The proposed tower will be a 90-foot-tall monopole with a 5-foot-tall lighting rod, for a total height of 95 feet. Section 12-3-108 of the Land Development Code addresses this use with specific site plan requirements which have been included in this packet for review. This application has been routed through the various City departments and utility providers, including the Airport who have no objections so long as the total height of the tower is no taller than 95 feet and so long as the structure contains red obstruction lights. Assistant Planning & Zoning Manager Harding read aloud the six standards for approval of conditional use, they are as follows: 1) The proposed use shall

be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map, or regulation adopted by the city council. 2) The proposed use will not adversely affect the public health, safety, or welfare. 3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses. 4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection. 5) The proposed use will not create undue traffic congestion. 6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment. Harold Timmons, representing Tower Engineering Professionals presented the board with a slide presentation. The presentation includes why they feel the site is needed and the goal of the site. Development details were provided in the presentation; some of those provided where ingress/egress will be from Creighton Road, along an existing drive aisle located within a 20' non-exclusive access and utility easement, visitation limited to equipment support/maintenance personnel, signage is limited to safety and tower owner contact information, and lighting is required for air safety navigation. The tenant will be Verizon Wireless. The tower will be located on a part of Walmart's property that they do not utilize. Harold Timmons mentioned that Verizon complies with all Federal, state, and local requirements. The lighting on the structure is a safety feature for small aircraft that is being required by the local airport director. Board Member Sampson wanted to know why they chose that location since it's in direct path of aircraft. Harold Timmons replied, SBA has a relationship with Walmart, its heavy retail, highly commercial area, and they are willing landowners. Walmart selected the spot for the tower, it suits their needs, it's the best location to have the least amount of impact. They make sure to obtain approval from the FAA, they provide a notice of hazard of air navigation after they have studied it to make sure it's acceptable. They are bound to build what is approved by the board; they will abide by that. If they need to come back to the board for an amendment. Assistant Airport Director of Planning & Engineering Remington stated they look very closely at proposals such as this. They worked with the client to get the tower below an acceptable height from their standpoint. Their primary concern is the safety of passengers flying from the airport. It was looked at from an IFR standpoint which resulted in them lowering the height of the tower, they looked at it from a 1,000-foot extension on an 8,000 foot runway. They looked at it as if it existed today and if it was extended in the future, it would not be in conflict with the runway as it is today and in the future. Bob Gerold lives in the area, he would like the tower moved back, he does not want the red blinking light coming into his front window and feels it's an intrusion into their neighborhood. Assistant Airport Director Remington stated the obstruction lighting was a request from the airport to prevent aircraft from striking the tower, they can shield that obstruction light from the bottom so that those on the ground can't see it, it would only be visible to aircraft. Carole Conde, resident close to Walmart spoke out against the tower being put in that location, if it has to be put there, please move it to a different location in the parking lot. Chris Wilde just asked the board to consider the families that live in the neighborhood. Harold Timmons went over some of the photos in the slide presentation, he feels the trees in the neighborhood will block the visibility of the tower for the neighborhood. There has not been any discussion with Walmart about moving the tower, he feels they would not be open to doing so, they usually want you in an area they do not utilize. He will make sure to have that conversation with Walmart to see if they are willing to move it and they are willing to look at what they can do to mitigate the lighting on the

structure such as shielding that meets the Airports requirements. Airport Assistant Director Remington went over the calculations for determining the height differential for moving the tower closer to the airport. They will do some research of examples of the lights with the shields to see how it looks from a neighbor's standpoint. The red light would be a steady burning red light not a strobing light, it would always be on. The lower they take the tower the less carriers would be able to utilize the tower. The board went back over the six standards to approve the conditional use request. Assistant Airport Director Remington had made a comment earlier just because it's legal doesn't mean it's a good idea, he expanded on that comment. Building towers of any type in the direct approach of a runway is not a sound planning principle. In this instance, they have been careful to try and ensure what the requirements are for the FAA. More discussion took place regarding what would have to be done for the neighbors to help them be more accepting of the tower. Board Member Grundhoefer stated that they have met all the requirements and zoning allows for this use. Assistant Planning & Zoning Manager Harding mentioned that regardless of what the board decides, it will go before the city council. As with all conditional uses, the city reserves full authority to deny any request for a conditional use or to impose reasonable conditions on that use. **Chairperson Ritz made the motion to recommend approval of the conditional use of the tower at its current height, and that the applicant investigate using shields for the illuminated red lights as described by the Airport's representative. Board Member Grundhoefer seconded the motion and it carried 4-2, with Board Member Van Hoose and Vice Chairperson Larson dissenting.**

Open Forum – none

Discussion

Planning & Zoning Manager Cannon gave an update on the LDC assessment by Inspire and the five-day working sessions. All the information is with Inspire Placemaking to put into a report to come back to staff to make comments. The project is on track to come before the board in May for an informational presentation. Board Member Van Hoose stated that they did a great job with assessment. Staff then went over items that the board voted on that went before city council.

Adjournment – With no further business, the Board adjourned at 5.10 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

PROPOSED
ORDINANCE NO. 5-24

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND
VACATING AN UNIMPROVED PORTION OF WATER
STREET AND AN UNIMPROVED ALLEY WAY IN
PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA;
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on March 21, 2024, as to the vacation of an unimproved portion of Water Street and an unimproved alley way in Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said right-of-way, hereinafter described, will contribute to the general welfare of the City of Pensacola in that said right-of-way is no longer needed as a public thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described right-of-way in Pensacola, Escambia County, Florida is hereby closed, discontinued, vacated, and forever abandoned by the City of Pensacola as a public thoroughfare:

THAT PORTION OF 15TH AVENUE (60' PUBLIC RIGHT-OF-WAY - UNOPEN) BETWEEN BLOCKS 125 AND 126, PETTERSEN ADDITION, NORTH OF 10TH STREET (CURRENTLY ELKTON STREET, 75' PUBLIC RIGHT-OF-WAY) AS SHOWN ON MAP OF THE CITY OF PENSACOLA, FLA., AS PUBLISHED BY THOS. C. WATSON & CO. AND RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND LYING SOUTH OF THE SOUTH LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6434 AT PAGE 830 OF SAID PUBLIC RECORDS AND ALSO, THAT PORTION OF THE ALLEY WAY IN BETWEEN SAID BLOCK 126, AND THAT PORTION OF THE ALLEY WAY IN BETWEEN BLOCK 125 LYING WEST OF THE EAST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 8705 AT PAGE 433, OF SAID PUBLIC RECORDS.

LYING IN AND BEING A PORTION OF SECTION 39, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

SECTION 2. That the owners of the abutting property be, and they are hereby, authorized to acquire possession of the right-of-way more particularly described in

Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself and all existing utility providers, their successors and assigns, a full width easement in the entire portion the right of way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



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. 5-24. AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF WATER STREET AND AN UNIMPROVED ALLEYWAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; 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):

That the following described right-of-way in Pensacola, Escambia County, Florida is hereby closed, discontinued, vacated and forever abandoned by the City of Pensacola as a public thoroughfare:

That portion of 15th Avenue (60' public right-of-way-unopen) between Blocks 125 and 126, Pettersen Addition, north of 10th Street (currently Elkton Street, 75' public right-of-way) as shown on Map of the City of Pensacola, FLA., as published by Thos. C. Watson & Co. and recorded in Deed Book 126, at Page 400 of the public records of Escambia County, Florida and lying south of the south line of parcel described in Official Records Book 6434 at Page 830 of said public records and also, that portion of the alley way in between said Block 126, and that portion of the alley way in between Block 125 lying west of the east line of parcel described in Official Records Book 8705 at Page 433, of said public records.

Lying in and being a portion of Section 39, Township 2 South, Range 30 West. Escambia County, Florida.

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 ordinance would vacate unimproved public rights-of-way would not have an adverse economic impact on a private, for-profit business in the city.

SENSITIVE PROPERTY REPORT

To: City Council
From: Mayor's Office
Re: Sensitive Property Assessment for Right of Way at 100 Water Street and
3600 BLK Elkton Street
Date: February 20, 2024

Per Sec. 2-3-4, *Disposition of sensitive properties*, a "sensitive property" is City-owned real property adjacent to water or providing a water view; or designated by the City Council as having historical, archaeological, or architectural significance due to historic events or structure(s); or designated by City Council as having significance for environmental preservation. Although the subject right-of-way is considered a sensitive property, the Mayor's Office recommends that the vacation request be approved.

BACKGROUND:

Old City Developers, LLC, is requesting a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. Since a portion of the subject right of way is adjacent to water and provides a water view, the Mayor is to provide an assessment and recommendation to City Council concerning the real property or property interest that is the subject of the request to sell, terminate, vacate or abandon, or otherwise dispose of in such a manner that the city no longer has a property interest to enforce.

During the initial review for a proposed subdivision, the City Surveyor discovered that unvacated rights of way were within the subject properties. The subject rights of way are unimproved, fully located within private property, and have not been used as public access to the water in the past. No historic or cultural resources are present, and preservation of the subject rights of way is not needed for environmental or public safety reasons.

WHETHER THE PROPERTY IS SENSITIVE:

City staff reviewed the facts to determine whether the property in question (1) abuts a navigable waterway, has water access, or has water views; (2) has any historical, archaeological, architectural, or environmental value; or (3) should remain undeveloped except for the public's passive enjoyment, education, and research as long as the property remains within the city's ownership and control.

A. Is the property in question adjacent to the water or provides a water view?

Staff Findings:

- (1) The subject alleyway arguably provides a water view at its end closest to the water; however, it is fully located within private property and was assumed to be private property until its recent discovery.
- (2) A water view is not currently available via Water Street; that portion of Water Street is an unimproved right of way assumed in the past to be private property.
- (3) To access a water view via the alleyway, access to the Water Street right of way would be required.
- (4) Encouraging the public to use this property for a water view is not recommended.

B. Is the property in question designated by the City Council as having historical, archaeological, or architectural significance either because of historic events in the vicinity or because of a structure on the property?

Staff Findings:

The city's Historic Preservation Planner, in consultation with the University of West Florida Archaeology Institute, has determined that no resources having significant historical, archaeological, or architectural value are present. In reviewing the criteria for assessment to identify findings for consideration, staff has found that:

- (1) The property does not include historic structures or buildings eligible or potentially eligible for listing in the National Register of Historic Places.
- (2) The property does not contain material remains of Native American archaeological sites that are eligible or potentially eligible for listing in the National Register of Historic Places.
- (3) The property does not contain material remains of or contemporaneous to the 1559 Spanish landing and settlement site of Tristan de Luna.
- (4) The property does not contain material remains of past settlements, fortifications, or occupations eligible or potentially eligible for listing in the National Register of Historic Places.

C. Is the property in question designated by the city council as having significance as an environmental resource for preservation.

Staff Findings:

This is to be determined by the City Council. No environmental or public safety reason for retaining ownership of the land has been identified. The City Engineer, City Arborist, and Public Works Department have no opposition to the vacation request.

MAYOR'S OFFICE RECOMMENDATION:

Whether the land is "sensitive" depends on whether the property in question (A) abuts a navigable waterway, has water access, or has water views; (B) has any historical, archaeological, architectural, or environmental value; or (C) should remain undeveloped except for the public's passive enjoyment, education, and research as long as the property remains within the city's ownership and control. Depending on the findings made, the property may not be considered to have significance for future educational, research, or archaeological purposes.

The Mayor's Office recommends that the vacation request be approved for the following reasons:

A) Although the subject alleyway may provide a water view, it abuts a navigable waterway, and it has water access, encouraging the public to use this property is not recommended since it is fully located within private property, it was assumed to be private property until its recent discovery, it is unimproved, and it is only accessible by the Water Street right of way. The Water Street right of way currently does not provide a water view, it does not abut a navigable waterway, and it does not provide water access.

B) The subject rights of way do not contain any historical, archaeological, or architectural value, and no environmental value for retaining ownership of the land has been identified.

C) Approval of the applicant's request will not entirely dispose of the city's rights since a full-width easement will remain. Based on the criteria listed above, the subject rights of way are not considered to have recreational or educational value.

Whether this report's findings are accepted or rejected in whole or in part, it is requested that findings as to the public purpose of the action taken in response to this request be made.



100 BLK STILLMAN ST

MARQUES ST

91 WATER ST

WATER ST

120 WATER ST

75 N STILLMAN ST

3505 MARQUES ST

3501 MARQUES ST

47 N STILLMAN ST

100 WATER ST

3600 BLK ELKTON ST

3618 ELKTON ST

3616 ELKTON ST

11 N STILLMAN ST

9 N STILLMAN ST

4 WATER ST

ELKTON ST

500 W NAVY BLVD

WATER ST

75 WATER ST

3502 W NAVY BLVD

Right of Way Vacation Request

0 0.01 0.02 Miles

Date: 8/3/2023



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

C:\Users\gharding\OneDrive - City of Pensacola\Desktop\GIS\Planning Board Maps\Template10_7_1.mxd

PENSACOLA
FLORIDA'S FIRST & FUTURE

April 21, 2023

Mr. Charles Liberis
212 W. Intendencia Street
Pensacola, FL 32502

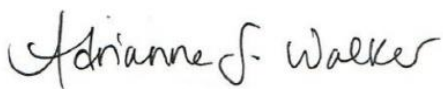
RE: Street and Alley Vacation Inquiry – Water St.

Mr. Liberis,

In consultation with the University of West Florida (UWF) Archaeology Institute, it has been determined that no additional archaeological field work is necessary for the request to vacate a portion of Water Street and adjoining alleyways in Blocks 125 and 126. The 1986 archaeological survey conducted by UWF, which resulted in the designation of the Hargis Hospital site, was intensive and sufficiently investigated the areas in question.

With this new information, it is the recommendation of the City of Pensacola's Planning Services that no additional archaeological research is necessary to understand the historic significance and material culture associated with this property. Please contact me if you have any questions or concerns.

Sincerely,



Adrienne Walker, RPA
Cultural Resources Coordinator, City of Pensacola
222 W. Main Street, Fifth Floor
Pensacola, Florida 32502
awalker@cityofpensacola.com



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-227

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

PROPOSED ORDINANCE NO. 5-24 - VACATION OF RIGHT OF WAY - 100 WATER STREET AND 3600 BLOCK ELKTON STREET

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 5-24 on first reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF WATER STREET AND AN UNIMPROVED ALLEYWAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

A request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 Block Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels under single ownership. The purpose is to develop the parcels as a subdivision which will also be reviewed by the Planning Board in the future.

On February 13, 2024, the Planning Board voted 6:0 to recommend approval of the request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/13/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Manager

ATTACHMENTS:

1. Proposed Ordinance No. 5-24
2. Business Impact Analysis Report
3. Planning Board Minutes - 2/13/24
4. Application Vacation of Street Right of Way
5. Sensitive Property Assessment - 2/20/24

PRESENTATION: No

PROPOSED
ORDINANCE NO. 5-24

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND
VACATING AN UNIMPROVED PORTION OF WATER
STREET AND AN UNIMPROVED ALLEY WAY IN
PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA;
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on March 21, 2024, as to the vacation of an unimproved portion of Water Street and an unimproved alley way in Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said right-of-way, hereinafter described, will contribute to the general welfare of the City of Pensacola in that said right-of-way is no longer needed as a public thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described right-of-way in Pensacola, Escambia County, Florida is hereby closed, discontinued, vacated, and forever abandoned by the City of Pensacola as a public thoroughfare:

THAT PORTION OF 15TH AVENUE (60' PUBLIC RIGHT-OF-WAY - UNOPEN) BETWEEN BLOCKS 125 AND 126, PETTERSEN ADDITION, NORTH OF 10TH STREET (CURRENTLY ELKTON STREET, 75' PUBLIC RIGHT-OF-WAY) AS SHOWN ON MAP OF THE CITY OF PENSACOLA, FLA., AS PUBLISHED BY THOS. C. WATSON & CO. AND RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND LYING SOUTH OF THE SOUTH LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6434 AT PAGE 830 OF SAID PUBLIC RECORDS AND ALSO, THAT PORTION OF THE ALLEY WAY IN BETWEEN SAID BLOCK 126, AND THAT PORTION OF THE ALLEY WAY IN BETWEEN BLOCK 125 LYING WEST OF THE EAST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 8705 AT PAGE 433, OF SAID PUBLIC RECORDS.

LYING IN AND BEING A PORTION OF SECTION 39, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

SECTION 2. That the owners of the abutting property be, and they are hereby, authorized to acquire possession of the right-of-way more particularly described in

Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself and all existing utility providers, their successors and assigns, a full width easement in the entire portion the right of way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



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. 5-24. AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF WATER STREET AND AN UNIMPROVED ALLEYWAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; 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):

That the following described right-of-way in Pensacola, Escambia County, Florida is hereby closed, discontinued, vacated and forever abandoned by the City of Pensacola as a public thoroughfare:

That portion of 15th Avenue (60' public right-of-way-unopen) between Blocks 125 and 126, Pettersen Addition, north of 10th Street (currently Elkton Street, 75' public right-of-way) as shown on Map of the City of Pensacola, FLA., as published by Thos. C. Watson & Co. and recorded in Deed Book 126, at Page 400 of the public records of Escambia County, Florida and lying south of the south line of parcel described in Official Records Book 6434 at Page 830 of said public records and also, that portion of the alley way in between said Block 126, and that portion of the alley way in between Block 125 lying west of the east line of parcel described in Official Records Book 8705 at Page 433, of said public records.

Lying in and being a portion of Section 39, Township 2 South, Range 30 West. Escambia County, Florida.

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 ordinance would vacate unimproved public rights-of-way would not have an adverse economic impact on a private, for-profit business in the city.



MINUTES OF THE PLANNING BOARD
February 13, 2024

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

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Assistant City Attorney Lindsay, Assistant City Administrator Forte, Help Desk Technician Russo, Development Services Director Morris, City Surveyor Odom, Development Services Coordinator Statler, Executive Assistant Chwastyk, Assistant Airport Director Remington, Administrative Assistant Partington

STAFF VIRTUAL: None

OTHERS PRESENT: Douglas Wassmer, DD Gomes, Henry Gomes, Carol Conde, Renee Wilhoit, Chris Wilde, John Bullock, Royiv Rayah, Verkat Kardi, Ashok Ailtharaju, Bob Gerold, Joseph Kyle, Shankar Gadupudi, Chris Tonn, Tony Jones, Charles Liberis, Brian Spence, James Gulley, Ronnie Mart, Jawad Ayyad, Ibrahim Ayyad, Alan Gray, Amir Fooladi, Calli Sivils, John Buzzell

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 9, 2024
- **New Business:**
- Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD
- Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 Elkton Street, Zone R-1A
- Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC
- Conditional Use Permit for Communications Tower – 2650 Creighton Road, Zone C-

- 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 Van Hoose made a motion to approve the January 9, 2024, minutes, seconded by Board Member Sampson, and it carried 6:0.

New Business –

Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD

Assistant Planning & Zoning Manager Harding introduced the item. SMP Architecture is requesting conceptual aesthetic review for a new 48-unit residential development with parking. Since this item is for conceptual review, staff has not examined the preliminary renderings for strict compliance with the Gateway Redevelopment District standards, stormwater requirements, landscaping, etc. At this time, the applicants are only asking for the board's feedback regarding the overall design, massing, and siting of the project and its features. This application has been routed through the various City departments and utility providers.

The purpose of the Gateway Redevelopment District was read to the board members. Brian Spencer of SMP spoke to the board. The parcel backs up to C-3, near Bagel Heads and across from the site is the back of South Market Restaurant, all businesses within the area were mentioned. Mr. Spencer point out that there's more redevelopment opportunity in GRD since a common theme among other developments is not present. Phillip Partington of SMP addressed the board next. He presented more slides for the board to view and went over what is allowed in zoning district GRD, feeling this is an appropriate use for this property; proposing 96-units, 48-units per building which is about half of the maximum density allowed. Off-street parking requires 1 space per unit, they will have 96-units they and will be providing 240 spaces all within the footprint of the building. Mr. Partington went over the required setbacks, 10 feet on Gregory side and 5 feet on other boundaries. Primary access is on Heinberg, along they may look at providing access on Old Gregory to the east of where the bridge comes in at, they would have to get FDOT approval since it's a state road, but for now access will be on Heinberg. The way they want to build will provide view corridors with 64 percent lot coverage, they will be 40 percent open. The design team met with City Arborist, and designed around a massive tree in the middle, they are preserving a number of trees and will mitigate if necessary. Board Member Grundhoefer asked about material being used and why they are no longer making it white, Mr. Partington felt it was too much white so they are using a warm mahogany tone of stucco. They plan on using a screen type material for the green wall to grow on. Balconies will have restrictions; those will be addressed in covenants. They will try to get access to Gregory towards the eastern end of their property. The pumphouse is owned by Pensacola Energy, they own property all around. It was confirmed that Gregory is a state road, any changes would have to have prior approval from the FDOT. Exit and entrance will be on Heinberg, no plans to widen. Board Member Powell appreciated the applicant

going line by line through the code. Board Member Van Hoose appreciated the representative pictures presented and inquired if they were committed to the colors in the renderings. Mr. Partington replied yes, though there may be minor changes. The development will have a deep pile foundation, so they are not concerned with noise of train tracks. Mr. John Bullock spoke and has concerns about the access only being on Heinberg since there's a possibility of 240 more cars on Heinberg with this new development. He feels a traffic study should be done. Mr. Alan Gray also spoke and hopes this will be looked at favorably. Mr. Chris Tonn spoke and has traffic concerns for Heinberg as well, and welcomes additional traffic studies. City of Pensacola transportation planner is aware of project and will be kept in the loop and will be speaking to those associated with the project. Brian Spencer mentioned the condo residents have a fluid schedule, not concentrated at specific times for those concerned about the traffic. The board offered the applicants ideas and concepts of the board's interpretation and observations and that the applicants will take those to heart. **Board Member Powell made the motion to recommend conceptual approval, seconded by Vice Chairperson Larson, and it carried 6:0.**

Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 BLK Elkton Street, Zone R-1A

Assistant Planning & Zoning Manager Harding introduced the item. A request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels under a single ownership. The purpose is to develop the parcels as a subdivision which will also be reviewed by Planning Board in the future. This application is a rehearing, and the original application was presented in August 2023 where the board voted 6-0 to "deny the application without prejudice and to allow the applicant to return to Planning Board to verify concerns heard by the public". The applicant has had further discussions with neighbors. This request has been routed through the various City departments and utility providers. Mr. Charles Liberis, the applicant, addressed the board. The property is to the east side of Bayou Chico, has a right-of-way that has never been used. A vacation will not impact the neighbors to the north since they have an exit to the north of their property. He asked that the board please reconsider. Board Member Grundhoefer asked if access to water has been resolved, Liberis stated it has not been resolved and it's private property, any one going to the water that way is trespassing. This is a city right-of-way, if the vacation is approved, it will be basically deeded to the property owner or applicant. The board members had a discussion regarding access for properties surrounding the property in question. What has changed from the last meeting is the homeowner that had concerns, no longer has those concerns. Ms. Renee Wilhoit spoke and stated that would have a problem if she will be land locked if this approved. She's not against this item, she just does not want it to affect her negatively. No one uses the right-of-way currently. The homes located at 3501 and 3505 Marques still have access to public right-of-way if this vacation goes through. Staff confirmed that Ms. Wilhoit's property would not be impacted as a result of a vacation. Mr. Douglas Wassmer spoke and felt that there's no water access on Marques Street. Chairperson Ritz reiterated that his comment did not apply to the item they are discussing. Board Member Grundhoefer asked if the City could clean this right-of-way up, Assistant City Attorney Lindsay replied that it requires private parties to resolve it, but the city would cooperate in any way they can. **Board Member Grundhoefer made**

a motion to approve, seconded by Board Member Van Hoose and it carried 6:0.

Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA

Assistant Planning & Zoning Manager Harding introduced the item. Rajiv Rajah is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1421 N. 6th Avenue (total of two parcels) and 1419 N. 6th Avenue. The properties are currently zoned R-1AA, Medium-Density Residential Zoning District, and the existing Future Land Use (FLU) designation is MDR, Medium-Density Residential. The applicant is proposing to amend the zoning district to R-NC, Residential/Neighborhood Commercial Zoning District, and the FLU to Residential/Neighborhood Commercial Land Use. The properties are currently “existing nonconforming” in terms of land use and setbacks. If approved, the desire is to bring the lots into zoning compliance with the intent to later subdivide, since the requested zoning would accommodate smaller setbacks and lot requirements. This application has been routed through the various City departments and utility providers. Currently R-1AA zoning allows for single-family detached, duplexes, townhomes, cemeteries, churches and currently one of the lots has three single family detached residences which would not be normally permitted in this zoning district. R-NC allows for residential design manufactured homes, retail food and drugstore, personal service shops, clothing and fabric stores, specialty shops, floral shops, bakeries, health clubs, martial arts studios, laundromats, outdoor sales of trees and shrubs and any uses permitted in R-2. It was reiterated that the board is not approving a project, they are reviewing a proposed change to the zoning, and any of those allowed uses could become by right allowed if this goes through to city council. This would have two readings before city council since ordinances are involved. Mr. Rajiv Rajah, the owner of the parcels was there to address the board. Board Member Grundhoefer wanted clarification, R-1AA does not allow multi-family, but it's already there. Multi-family is treated as commercial. All lots have structures on them, none are vacant. Board Member Van Hoose inquired as to why he needed the rezoning, applicant replied he was under the impression that it had to be rezoned in order to be able to split the lot to bring it into compliance. If existing houses remain it would be exempt from the CRA overlay requirements, defer to underlying zoning districts for minimum lot sizes. A discussion began about if re-platting the parcels would then bring it into compliance. The board discussed how R-2 is less intensive than R-NC, the board may suggest going to R-2 instead and it would be legal since it would be transitional zone and not spot zoning. Board Member Grundhoefer stated he will not support R-NC, but will support R-2. The applicant still has the ability to lobby for his original request when it goes before city council despite what the board recommends. Board Member Van Hoose stated she sees on the map R-NC on Davis and 6th, also that zoning only changes if an applicant requests it. This will go before city council on March 21st. **Mr. Vice Chairperson Larson made the motion to recommend approval to amend the subject properties to a transitional ‘R-2’ zoning district and a future land use designation of ‘O’. Board Member Grundhoefer recommended that language be added to state that Planning Board felt the original request to rezone the property to R-NC (with a future land use of RNC) was too intense of a designation from a 6th Avenue frontage, and therefore suggest that ‘R-2’ and ‘O’ be designated instead since it is less intensive. Chairperson Ritz agreed and added that amendment to ‘R-2’ and ‘O’ would act as transitional zoning and that it still works with the applicant’s desired use of the property. Vice Chairperson Larson amended his motion to reflect**

these statements. Board Member Powell seconded the motion and it carried 6:0. Mr. Tony Jones lives adjacent to property and spoke in opposition to R-NC and R-2. He feels there's already not enough parking and this would cause other issues. He stated he would be sure to speak at the city council against this request. He's at liberty to bring as many of his neighbors to the council meeting to voice their concerns. Chairperson Ritz stated that despite his concerns he doesn't feel it would have changed the outcome. The board was asked to confirm if Mr. Jones' comments would have changed their decisions, and all board members present verbally agreed that it did not and that the board's motion stands.

Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC

Assistant Planning & Zoning Manager Harding introduced the item. Bearing Point 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 annexation request for the subject parcels took place at the February 8, 2024, City Council meeting. The parcels are contiguous to the city limits, located along Airport Blvd, and encompass approximately 7.5 acres. The request indicates that the future plans for the property are to develop a 200-unit apartment complex. These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation. The city reviewed the adjacent zoning districts for the proposed use as multiple-family attached dwellings and recommends "Residential/Office Land Use District" (R-2) for the new zoning district and "Office" (O) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. Currently, Escambia County has it zoned as Commercial. There are no issues with the proposal, only if we were creating an enclave and we are not doing that. The board reviewed the map and the surrounding zones of those parcels. They chose R-2 because it is adjacent to existing R-2, and it allows multi-family without allowing all the heavy commercial uses aligning with the developer's request and intended development of the property. **Vice Chairperson Larson made the motion to recommend approval. Chairperson Ritz clarified that the motion was to recommend a zoning district of 'R-2' and a future land use of 'O' as proposed. It was further clarified that 'R-2' was an appropriate zoning assignment for the parcels since they were contiguous to other properties in the city zoned 'R-2' and 'O'. Board Member Powell seconded the motion and it carried 6-0.**

Conditional Use Permit for Communications Tower—2650 Creighton Road, Zone C-1

Assistant Planning & Zoning Manager Harding introduced the item. SBA Communications along with its service provider, Verizon Wireless, has requested a Conditional Use Permit for a Communication Tower at 1224 Creighton Road (Walmart Supercenter site). This property is currently zoned Commercial (C-1), which permits this use by the granting of a Conditional Use Permit. The proposed tower will be a 90-foot-tall monopole with a 5-foot-tall lighting rod, for a total height of 95 feet. Section 12-3-108 of the Land Development Code addresses this use with specific site plan requirements which have been included in this packet for review. This application has been routed through the various City departments and utility providers, including the Airport who have no objections so long as the total height of the tower is no taller than 95 feet and so long as the structure contains red obstruction lights. Assistant Planning & Zoning Manager Harding read aloud the six standards for approval of conditional use, they are as follows: 1) The proposed use shall

be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map, or regulation adopted by the city council. 2) The proposed use will not adversely affect the public health, safety, or welfare. 3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses. 4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection. 5) The proposed use will not create undue traffic congestion. 6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment. Harold Timmons, representing Tower Engineering Professionals presented the board with a slide presentation. The presentation includes why they feel the site is needed and the goal of the site. Development details were provided in the presentation; some of those provided where ingress/egress will be from Creighton Road, along an existing drive aisle located within a 20' non-exclusive access and utility easement, visitation limited to equipment support/maintenance personnel, signage is limited to safety and tower owner contact information, and lighting is required for air safety navigation. The tenant will be Verizon Wireless. The tower will be located on a part of Walmart's property that they do not utilize. Harold Timmons mentioned that Verizon complies with all Federal, state, and local requirements. The lighting on the structure is a safety feature for small aircraft that is being required by the local airport director. Board Member Sampson wanted to know why they chose that location since it's in direct path of aircraft. Harold Timmons replied, SBA has a relationship with Walmart, its heavy retail, highly commercial area, and they are willing landowners. Walmart selected the spot for the tower, it suits their needs, it's the best location to have the least amount of impact. They make sure to obtain approval from the FAA, they provide a notice of hazard of air navigation after they have studied it to make sure it's acceptable. They are bound to build what is approved by the board; they will abide by that. If they need to come back to the board for an amendment. Assistant Airport Director of Planning & Engineering Remington stated they look very closely at proposals such as this. They worked with the client to get the tower below an acceptable height from their standpoint. Their primary concern is the safety of passengers flying from the airport. It was looked at from an IFR standpoint which resulted in them lowering the height of the tower, they looked at it from a 1,000-foot extension on an 8,000 foot runway. They looked at it as if it existed today and if it was extended in the future, it would not be in conflict with the runway as it is today and in the future. Bob Gerold lives in the area, he would like the tower moved back, he does not want the red blinking light coming into his front window and feels it's an intrusion into their neighborhood. Assistant Airport Director Remington stated the obstruction lighting was a request from the airport to prevent aircraft from striking the tower, they can shield that obstruction light from the bottom so that those on the ground can't see it, it would only be visible to aircraft. Carole Conde, resident close to Walmart spoke out against the tower being put in that location, if it has to be put there, please move it to a different location in the parking lot. Chris Wilde just asked the board to consider the families that live in the neighborhood. Harold Timmons went over some of the photos in the slide presentation, he feels the trees in the neighborhood will block the visibility of the tower for the neighborhood. There has not been any discussion with Walmart about moving the tower, he feels they would not be open to doing so, they usually want you in an area they do not utilize. He will make sure to have that conversation with Walmart to see if they are willing to move it and they are willing to look at what they can do to mitigate the lighting on the

structure such as shielding that meets the Airports requirements. Airport Assistant Director Remington went over the calculations for determining the height differential for moving the tower closer to the airport. They will do some research of examples of the lights with the shields to see how it looks from a neighbor's standpoint. The red light would be a steady burning red light not a strobing light, it would always be on. The lower they take the tower the less carriers would be able to utilize the tower. The board went back over the six standards to approve the conditional use request. Assistant Airport Director Remington had made a comment earlier just because it's legal doesn't mean it's a good idea, he expanded on that comment. Building towers of any type in the direct approach of a runway is not a sound planning principle. In this instance, they have been careful to try and ensure what the requirements are for the FAA. More discussion took place regarding what would have to be done for the neighbors to help them be more accepting of the tower. Board Member Grundhoefer stated that they have met all the requirements and zoning allows for this use. Assistant Planning & Zoning Manager Harding mentioned that regardless of what the board decides, it will go before the city council. As with all conditional uses, the city reserves full authority to deny any request for a conditional use or to impose reasonable conditions on that use. **Chairperson Ritz made the motion to recommend approval of the conditional use of the tower at its current height, and that the applicant investigate using shields for the illuminated red lights as described by the Airport's representative. Board Member Grundhoefer seconded the motion and it carried 4-2, with Board Member Van Hoose and Vice Chairperson Larson dissenting.**

Open Forum – none

Discussion

Planning & Zoning Manager Cannon gave an update on the LDC assessment by Inspire and the five-day working sessions. All the information is with Inspire Placemaking to put into a report to come back to staff to make comments. The project is on track to come before the board in May for an informational presentation. Board Member Van Hoose stated that they did a great job with assessment. Staff then went over items that the board voted on that went before city council.

Adjournment – With no further business, the Board adjourned at 5.10 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

VACATION OF ALLEY OR STREET RIGHT OF WAY



Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00

Applicant Information:

Name: Olde City Developers, LLC

Address: 212 W. Intendencia St. Pensacola, FL 32502

Phone: 850-438-9647 Fax: 850-433-5409 Email: cliberis@liberislaw.com
Smooty@liberislaw.com

Property Information:

Owner Name: Olde City Developers, LLC

Location/Address: 100 Water St. Pensacola, FL 32505

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

Purpose of vacation of city right of way/comments:

Right of way has not been used in last 50
years or more. It leads to north edge of
our property. House on other side of property
line.

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Charles A. Liberis
Signature of Applicant

12/5/23
Date

(Owner of Property or Official Representative of Owner) mark

FOR OFFICE USE ONLY

District: _____

Date Received: _____

Case Number: _____

Date Postcards mailed: _____

Planning Board Date: _____

Recommendation: _____

Council Date: _____

Council Action: _____



May 24, 2023

PETITION FOR ABANDONMENT OF PORTION OF WATER STREET

To: City of Pensacola City Planning Department

RE: Water Street Right-of-way vacation

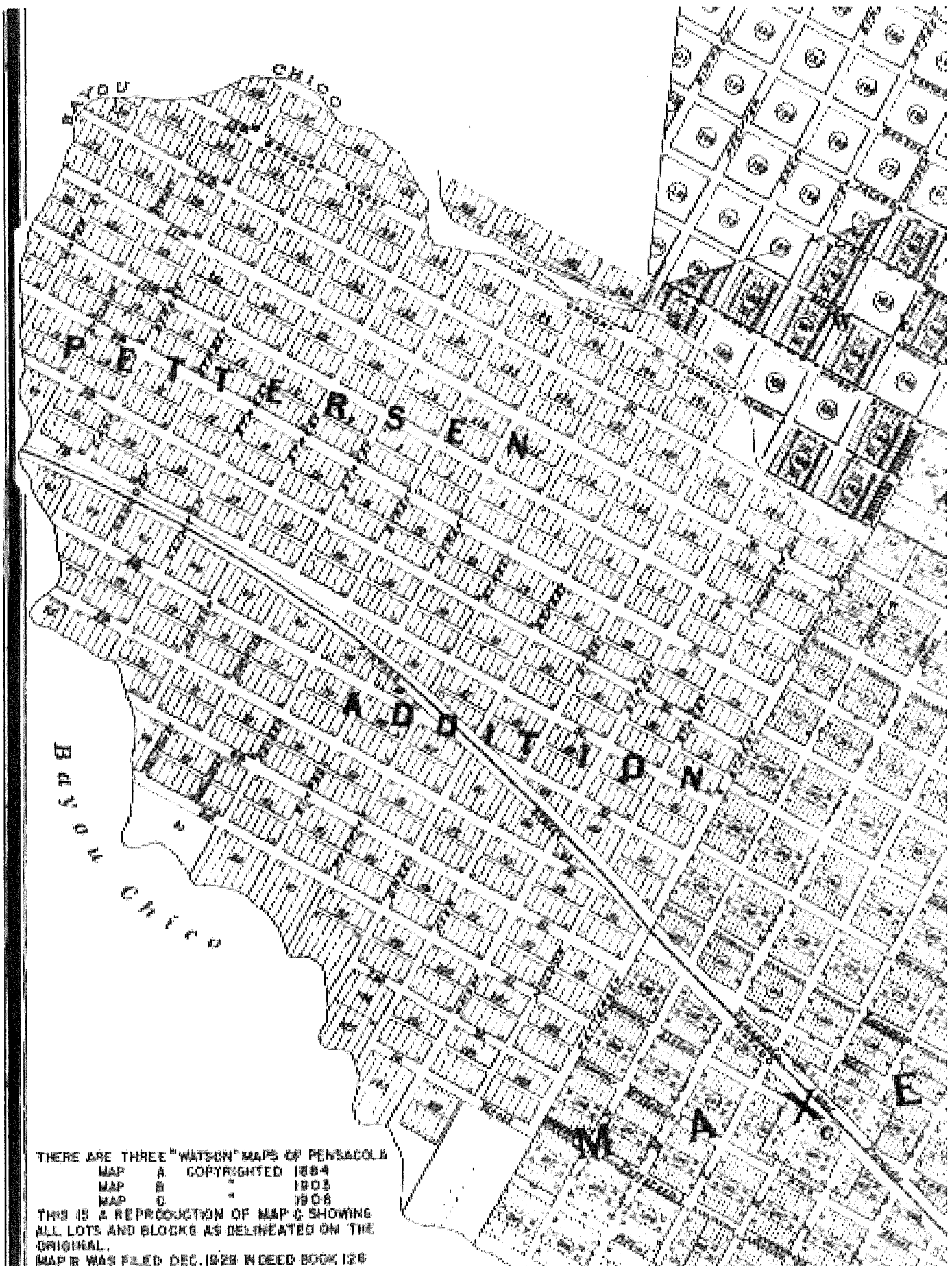
To Whom it may concern,

I am the owner of 100 Water Street at the corner of Water Street and Elkton Street. It came to my attention after purchasing the property, that under the plat recorded in 1906 (copy enclosed) Water Street, formally known as 15th Avenue, was originally platted through this property and a right-of-way was dedicated to the city of Pensacola.

No road has ever been built on this section. I am requesting that Water Street right-of-way from our southern border on Elkton Street to our northern property line be vacated. Olde City Developers, LLC is the sole owner of any property that abuts the existing right-of-way that we are seeking to abandon. We are petitioning the City of Pensacola to vacate this right of way.

Yours truly

Charles S. Liberis, Manager
Olde City Developers, LLC



THERE ARE THREE "WATSON" MAPS OF PENSACOLA
MAP A COPYRIGHTED 1884
MAP B " 1903
MAP C " 1908
THIS IS A REPRODUCTION OF MAP C SHOWING
ALL LOTS AND BLOCKS AS DELINEATED ON THE
ORIGINAL.
MAP B WAS FILED DEC. 1928 IN DEED BOOK 128

This Document Prepared By and Return to:
Edsel E. Matthews, Jr., P.A.
212 W Intendencia Street
Pensacola, FL 32502

Parcel ID Number: 000800-9090-070-125

Personal Representative's Deed

This Indenture, is made this 19th day of January, 2022, by and between Martha Lynn Robinson
as Personal Representative of the Estate of Ronnie Charles Robinson, deceased, Grantor,
and

Olde City Developers, LLC, a Wyoming limited liability company, Grantee
whose post office address is: 212 W Intendencia Street, Pensacola, FL 32502

Witnesseth; Grantor, pursuant to the the power of sale contained in the Last Will and Testament of Ronnie
Charles Robinson, deceased, and in consideration of the sum of One Dollar (\$1.00) paid to Grantors by Grantee,
receipt of which is acknowledged, grant, bargain and sell to Grantee, and Grantee's heirs, successors and assigns forever, the real
property in Escambia County, Florida, described as follows:

SEE ATTACHED EXHIBIT "A"

The property herein conveyed DOES NOT constitute the HOMESTEAD property
of the Grantor.

Subject to restrictions, reservations and easements of record, if any,
and taxes subsequent to 2021.

Together with all and singular the tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the
real property.

To Have And To Hold the same to Grantee, and Grantee's successors and assigns, in fee simple forever,

And Grantor does covenant to and with the Grantee, and Grantee's successors and assigns, that in all things preliminary to and in
and about this conveyance, the power of sale contained in the Last Will and Testament of Ronnie Charles Robinson, deceased,
and the laws of the State of Florida have been followed and complied with all respects.

In Witness Whereof, the undersigned, as personal representative of the estate of said decedent, has executed this
Instrument under seal on the date aforesaid.

Signed, sealed and delivered in our presence:

Estate of Ronnie Charles Robinson

Printed Name: Ronald P. Robinson
Witness

By:

Martha Lynn Robinson
Martha Lynn Robinson
Personal Representative
P.O. Address: 617 Meander Lane, Cantonment, FL 32533

Printed Name: Lisa Novak
Witness

STATE OF Florida
COUNTY OF Escambia

The foregoing Instrument was acknowledged before me by means of X physical presence or online
notarization, this 19th day of January, 2022 by Martha Lynn Robinson, as personal representative of the
estate of Ronnie Charles Robinson, deceased, who is personally known to me or who has produced her Florida
driver's license as identification.

Notary Public

My Commission Expires: LISA NOVAK
Commission # GG 040688
Expires January 4, 2024
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A:

The following described portion of Section 39, Township 2 South, Range 30 West, in the City of Pensacola, Escambia County, Florida, to-wit: Beginning at the intersection of the South line of said Section 39 and the East shore line of Bayou Chico; thence East along the South line of said Section 39 a distance of 269 feet, more or less, to Water Street; thence North with the West right of way line of Water Street a distance of 150 feet; thence West parallel to the South line of said Section 39 a distance of 221 feet, more or less, to the shore of Bayou Chico; thence Southerly with said Bayou Chico to the Point of Beginning.

Parcel B:

A parcel of land in Sections 39 and 40, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Commence at the Northwest corner of the intersection of Elkton (formerly Tenth Street) and Stillman Street, the Northwest corner of the said intersection being also described as the Southeast corner of Block 125, Pettersen Addition, according to plat recorded in Deed Book 512, at Pages 268 and 269 of the Public Records of said County; thence go West along the South line of the said Block 125 and the North right of way line of Elkton Street a distance of 237.7 feet to the Point of Beginning; thence go North a distance of 175.00 feet; thence go West a distance of 100.00 feet; thence go South a distance of 150.00 feet; thence go East a distance of 21.3 feet; thence go South a distance of 25.00 feet to the North right of way line of Elkton Street; thence go East along the said right of way line a distance of 78.7 feet to the Point of Beginning.

This Document Prepared By and Return to:
Liberis Law Firm
212 W Intendencia Street
Pensacola, FL 32502

Parcel ID Number: 000S00-9090-070-125

Warranty Deed

This Indenture, Made this 19th day of January, 2022 A.D., Between Rita R. Bowen a/k/a Rita C. Bowan and Riley R. Robinson, grantors,
and

Olde City Developers, LLC, a Wyoming limited liability company, grantee
whose address is: 212 W Intendencia Street, Pensacola, FL 32502

Witnesseth that the GRANTORS, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00),
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land,
situate, lying and being in the County of Escambia State of Florida to wit:

SEE ATTACHED EXHIBIT "A"

The property herein conveyed DOES NOT constitute the HOMESTEAD property
of the Grantors.

Subject to restrictions, reservations and easements of record, if any,
and taxes subsequent to 2021.

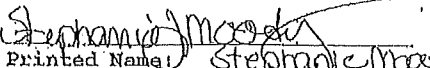
and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

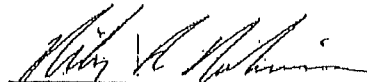
In Witness Whereof, the grantors have hereunto set their hands and seals this day and year first above written.

Signed, sealed and delivered in our presence:


Printed Name: Rita R. Bowen
Witness Lisa Novack

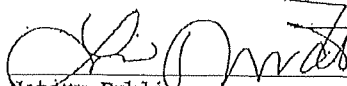

Rita R. Bowen a/k/a Rita C. Bowan


Printed Name: Stephanie Moseley
Witness


Riley R. Robinson

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 19th day of January, 2022 by Rita R. Bowen a/k/a Rita C. Bowan and
Riley R. Robinson, who are personally known to me or who have produced their Florida driver's
license as identification.


Notary Public
My Commission Expires: 1/1



LISA NOVACK
Commission # 00010690
Expires January 4, 2024
Notary Public, State of Florida

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A:

The following described portion of Section 39, Township 2 South, Range 30 West, in the City of Pensacola, Escambia County, Florida, to-wit: Beginning at the intersection of the South line of said Section 39 and the East shore line of Bayou Chico; thence East along the South line of said Section 39 a distance of 269 feet, more or less, to Water Street; thence North with the West right of way line of Water Street a distance of 150 feet; thence West parallel to the South line of said Section 39 a distance of 221 feet, more or less, to the shore of Bayou Chico; thence Southerly with said Bayou Chico to the Point of Beginning.

Parcel B:

A parcel of land in Sections 39 and 40, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Commence at the Northwest corner of the intersection of Elkton (formerly Tenth Street) and Stillman Street, the Northwest corner of the said intersection being also described as the Southeast corner of Block 125, Pettersen Addition, according to plat recorded in Deed Book 512, at Pages 268 and 269 of the Public Records of said County; thence go West along the South line of the said Block 125 and the North right of way line of Elkton Street a distance of 237.7 feet to the Point of Beginning; thence go North a distance of 175.00 feet; thence go West a distance of 100.00 feet; thence go South a distance of 150.00 feet; thence go East a distance of 21.3 feet; thence go South a distance of 25.00 feet to the North right of way line of Elkton Street; thence go East along the said right of way line a distance of 78.7 feet to the Point of Beginning.



100 BLK STILLMAN ST

MARQUES ST

WATER ST

91 WATER ST

120 WATER ST

75 N STILLMAN ST

3505 MARQUES ST

3501 MARQUES ST

47 N STILLMAN ST

100 WATER ST

3600 BLK ELKTON ST

3618 ELKTON ST

3616 ELKTON ST

11 N STILLMAN ST

9 N STILLMAN ST

ELKTON ST

4 WATER ST

500 W NAVY BLVD

75 WATER ST

3502 W NAVY BLVD

Right of Way Vacation Request

0 0.01 0.02 Miles

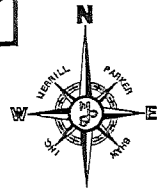
Date: 8/3/2023



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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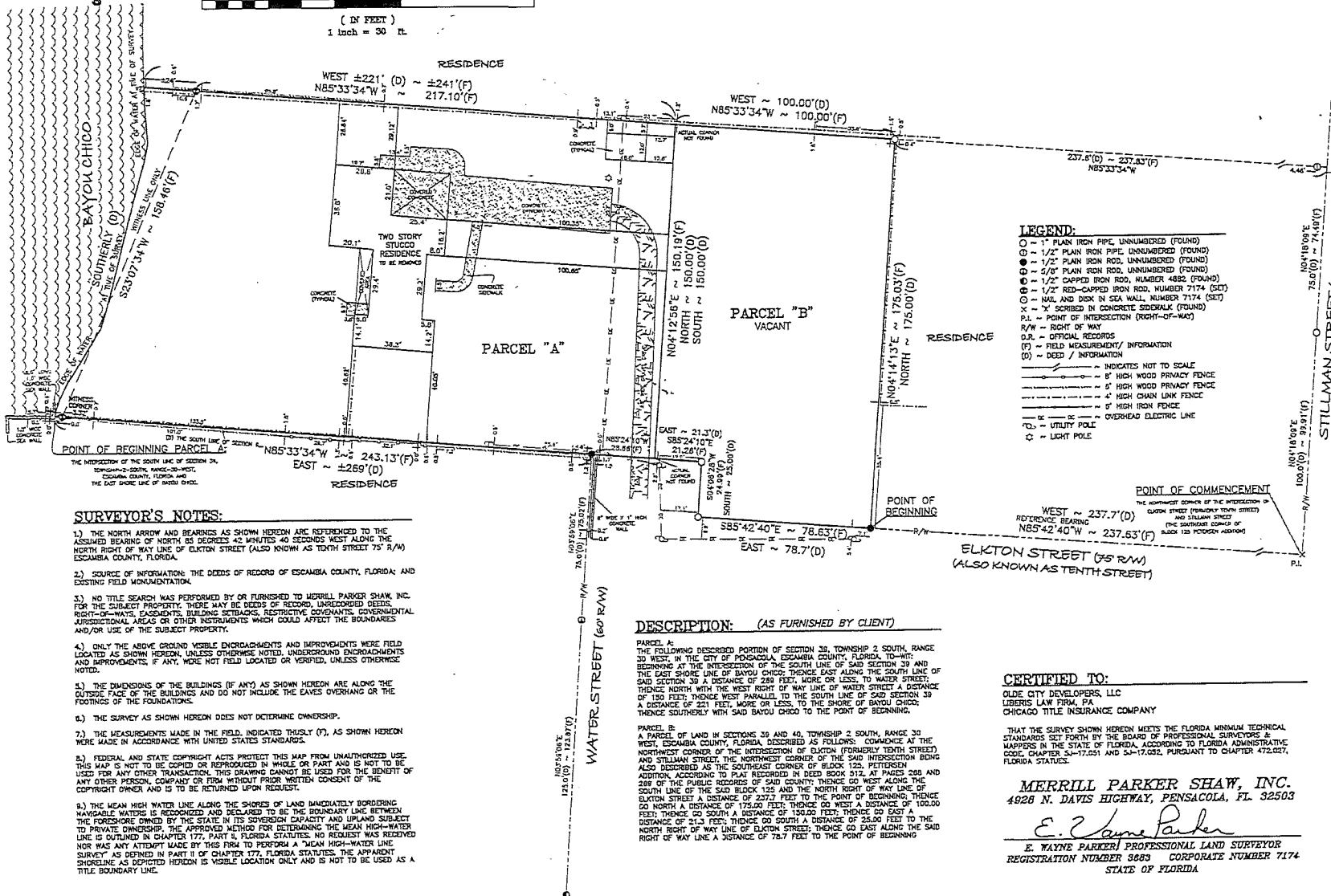


GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

BOUNDARY SURVEY

A PORTION OF SECTION 39 & 40
TOWNSHIP-2-SOUTH, RANGE-30-WEST,
ESCAMBIA COUNTY, FLORIDA.
ADDRESS: 100 WATER ST.



SURVEYOR'S NOTES:

- 1) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 85 DEGREES 42 MINUTES 40 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF ELKTION STREET (ALSO KNOWN AS TENTH STREET) 75' R/W, ESCAMBIA COUNTY, FLORIDA.
- 2) SOURCE OF INFORMATION: THE DEEDS OF RECORD OF ESCAMBIA COUNTY, FLORIDA; AND EXISTING FIELD MONUMENTATION.
- 3) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.
- 4) ONLY THE ABOVE-GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- 5) THE DIVISIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.
- 6) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.
- 7) THE MEASUREMENTS MADE IN THE FIELD, INDICATED TRUSLY (T), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.
- 8) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.
- 9) THE MEAN HIGH WATER LINE ALONG THE SHORES OF LAND BACEDIMATELY BORDERING WANGABLE WATERS IS RECOGNIZED AND DECLARED TO BE THE BOUNDARY LINE BETWEEN THE FORESHORE OWNED BY THE STATE IN ITS SOVEREIGN CAPACITY AND UPLAND SUBJECT TO PRIVATE OWNERSHIP. THE APPROVED METHOD FOR DETERMINING THE MEAN HIGH-WATER LINE IS OUTLINED IN CHAPTER 177, PART 4, FLORIDA STATUTES. NO REQUEST WAS RECEIVED NOR WAS ANY ATTEMPT MADE BY THIS FIRM TO PERFORM A "MEAN HIGH-WATER LINE SURVEY" AS DEFINED IN PART 4 OF CHAPTER 177, FLORIDA STATUTES. THE APPARENT SHORELINE AS DEPICTED HEREON IS VISIBLE LOCATION ONLY AND IS NOT TO BE USED AS A TITLE BOUNDARY LINE.

DESCRIPTION: (AS FURNISHED BY CLIENT)

PARCEL A:
THE FOLLOWING DESCRIBED PORTION OF SECTION 39, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 39 AND THE EAST SHORE LINE OF BAYOU CHICO; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 39 A DISTANCE OF 281 FEET, MORE OR LESS, TO WATER STREET; THENCE NORTH WITH THE WEST RIGHT OF WAY LINE OF WATER STREET A DISTANCE OF 150 FEET, THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 39 A DISTANCE OF 221 FEET, MORE OR LESS, TO THE SHORE OF BAYOU CHICO; THENCE SOUTHERLY WITH SAID BAYOU CHICO TO THE POINT OF BEGINNING.

PARCEL B:
A PARCEL OF LAND IN SECTIONS 39 AND 40, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE INTERSECTION OF ELKTION STREET (FORMERLY TENTH STREET) AND STILLMAN STREET, THE NORTHWEST CORNER OF THE SAID INTERSECTION BEING ALSO DESCRIBED AS THE SOUTHEAST CORNER OF BLOCK 125, PETTIGREW 288 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO WEST ALONG THE SOUTH LINE OF THE SAID BLOCK 125 AND THE NORTH RIGHT OF WAY LINE OF ELKTION STREET A DISTANCE OF 227.7 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH A DISTANCE OF 175.00 FEET; THENCE GO WEST A DISTANCE OF 100.00 FEET; THENCE GO SOUTH A DISTANCE OF 150.00 FEET; THENCE GO EAST A DISTANCE OF 21.3 FEET; THENCE GO SOUTH A DISTANCE OF 23.00 FEET TO THE NORTH RIGHT OF WAY LINE OF ELKTION STREET; THENCE GO EAST ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 78.7 FEET TO THE POINT OF BEGINNING.

CERTIFIED TO:

OLDE CITY DEVELOPERS, LLC
LIBERIS LAW FIRM, P.A.
CHICAGO TITLE INSURANCE COMPANY

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 54-17.051 AND 54-17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

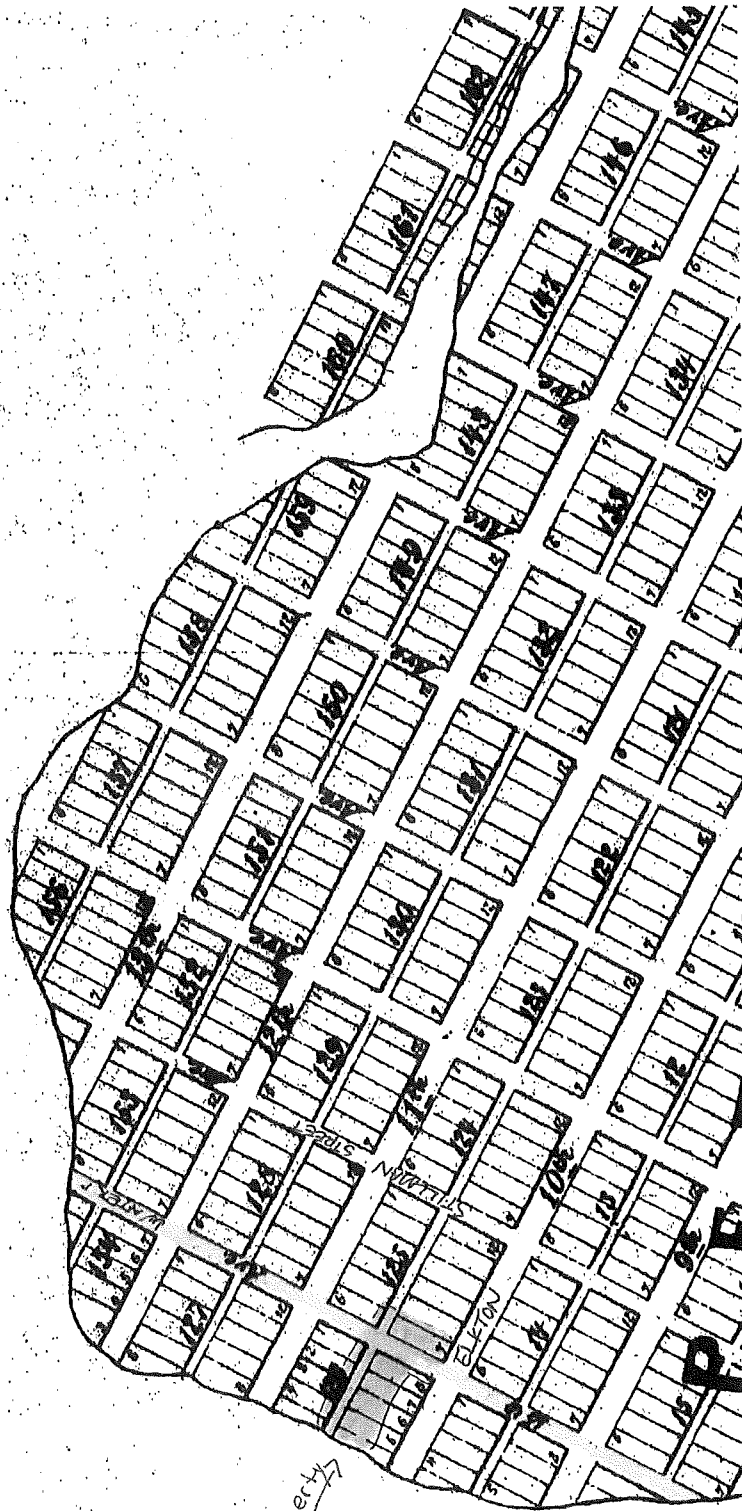
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL 32503

E. Wayne Parker
E. WAYNE PARKER PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

COPYRIGHT © 2021 BY MERRILL PARKER SHAW, INC.

E. WAYNE PARKER, P.L.S. NO. 3683, CORPORATE NO. 7174, STATE OF FLORIDA

BOUNDARY SURVEY	
A PORTION OF SECTION 39, TOWNSHIP-2-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA, ADDRESS: 100 WATER ST.	
REQUESTED BY: SCOTT JENNINGS PREPARED FOR: OLDE CITY DEVELOPERS, LLC	
JOB NO. 21-13716-S-1	
SHEET 1 OF 1	
DATE 7/8/21	
CHECKED: EWP	
DRAWN: ROC	
FIELD DATE: 06/28/21	
FIELD BOOK: 473, PAGE 12	
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR	
REVISIONS:	
NO. DATE APPR.	



Our property →



CHICAGO TITLE
INSURANCE COMPANY

Policy No.: 1088-1-90-54-21-2022,7230609-226435727

OWNER'S POLICY OF TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to Insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 If a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

7230609

ALTA Owners Policy 06/17/06 w-FL Mod_306

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Page 1 of 6



(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(I) to be timely, or

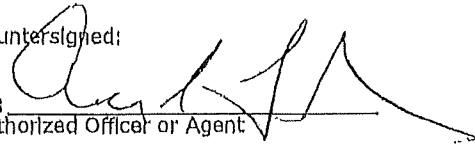
(II) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Countersigned:

By: 
Authorized Officer or Agent

Liberis Law Firm, PA
212 W Intendencia St
Pensacola, FL 32502-5710
Tel: 850-438-9647
Fax: 850-433-5409



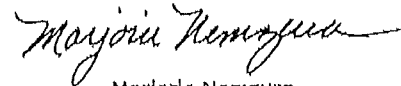
By:

CHICAGO TITLE INSURANCE COMPANY



Randy R. Quirk
President

Attest:



Marjorie Nemzura
Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes:

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) If the grantee wholly owns the named Insured,

(3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk

of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as Insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as Insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to



do any other act that in its opinion may be necessary or desirable to establish the Title, as Insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as Insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as Insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as Insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as Insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.



(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as Insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this

policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at CHICAGO TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.





**POLICY OF TITLE INSURANCE
SCHEDULE A**
Chicago Title Insurance Company

Liberis Law Firm, P.A.
212 West Intendencia Street
Pensacola, FL 32502

Policy Number: 7230609-226435727

Order Number: 9404227
Customer Reference: 90-54-21
Amount of Insurance: \$350,000.00
Premium: \$1,825.00

Address Reference: 100 Water Street
Pensacola, FL 32505
Escambia County
(for informational purposes only)

Date of Policy: January 19, 2022 at 12:34 PM

1. Name of Insured:
Olde City Developers, LLC, a Wyoming limited liability company
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Olde City Developers, LLC, a Wyoming limited liability company
4. The land referred to in this policy is described in Exhibit "A" attached hereto and made part hereof.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

2730609

1 of 3

ALTA Owner's Policy (6/17/06)
(with Florida Modifications)

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explained the procedures of the Board meeting including requirements for audience participation. Chair Person Ritz, Vice Chairperson Larson, Board Members Grundhoefer, Villegas, Sampson, and Van Hoose were sworn in by Assistant City Clerk Tice. Vice Chairperson Larson nominated Chairperson Ritz to continue as Chairperson, seconded by Board Member Grundhoefer, and it carried unanimously. Board Member Van Hoose nominated Chairperson Larson to continue as Vice Chairperson, seconded by Board Member Sampson, and it carried unanimously.

Approval of Meeting Minutes – Vice Chairperson Larson made a motion to approve the June 13, 2023, minutes, seconded by Board Member Sampson, and it carried 6:0.

New Business –

Request for Vacation of Alley and Street Right of Way – 100 Water Street and 3600 BLK Elkton Street – Zone R-1A – District 7

Assistant Planning & Zoning Manager, Harding introduced the item, a request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels and under a single ownership. The purpose is to later development the parcels as a subdivision which will also be reviewed by Planning Board at that time. This request has been routed through the various City departments and utility providers. Those comments are attached for your review. The item was properly noticed. Pensacola Energy had comments that have been resolved. Comments made by Florida Power and Light concerned overhead facilities in which their easement rights will be retained. Chairperson Ritz stated that the citizens of the City of Pensacola may give without payment being received the alley and right of way, they would be in fact giving it away. The applicant owns property on both sides of the right of way, they would get the entire right of way. The citizens may gain a benefit by it being on the tax roll, but the citizens would no longer have access to this right of way and the alleyway to the water. The right of way is quite overgrown, it appears to not have been used for an extended time. Board Member Grundhoefer wanted to know if the owner owned both sides of the alley way, Assistant Planning & Zoning Manger, Harding replied yes. The City was not aware of the right of away until a potential subdivision plat was submitted for review. Chairperson Ritz stated that there's still a right of way north of this right of way, the owners of that property may come in the future to request a vacation of that right of way. Charles Libers spoke on behalf of Olde City developers, he stated the road is never used and it has been under one ownership for years. The property owners to the north no longer use the alley or right of way. Dana Fredrikkson owner of 120 Water Street spoke out against this item, feels it will deny access to the water to the public. Even though she is opposed to this request, she does want construction of new houses to continue. Board Member Grundhoefer asked if she or her family members have used the access, she stated no but that does not mean she will not in the future. Renee Wilhoit of 3501 Marques Street stated she is not against the vacation of right way, however she wanted to make sure she maintains her legal access to Water and Marques Street and make sure she's not land locked. Debbie Friedrich of 3505 Marques Street shared the same concerns, wants a little more time to look at this request. Charles Liberis spoke again, stated he has no issue with a continuance so his surveyor can speak to Renee Wilhoit. Chairperson Ritz stated the boards decision is advisement to City Council,

Council will make their own decision. Assistant City Attorney Lindsay advised if they table the item, it becomes an automatic approval. Assistant Planning & Zoning Manager Harding stated that section 12-12-2 (4) Rules of procedure, meetings, and records. Any matter referred to the board shall be acted upon by the board within 45 days of the date of reference, unless a longer or shorter period is specified. Assistant City Attorney Lindsay advised the board to deny without prejudice instead of tabling the item. Boards Members discussed who owns the various parcels surrounding the right of way in question. **Board Member Grundhoefer made the motion to deny the application without prejudice and to allow the applicant to return to Planning Board to verify concerns heard by the public.** The concerns primarily included whether or not the Water Street right of way continued to the north and within the property located at 3505 Marques Street, and if the property located at 3501 Marques Street would be land locked as a result of the requested vacation. **The motion was seconded by Board Member Villegas.** Staff clarified that based on the application process, the applicant could choose to proceed to a City Council hearing, but that Planning Board's recommendation to City Council would be for denial. Alternatively, the applicant could choose to return to Planning Board with additional information resolving neighboring concerns in effort to receive a recommendation for approval. **With no further discussion, the board carried the motion 6-0.**

Aesthetic Review Application – 50 S. 9th Avenue – Gateway Redevelopment District – District 6

Assistant Planning & Zoning Manager, Harding introduced the item for aesthetic review of 50 S. 9th Avenue. SMP Architecture is seeking site plan and aesthetic approval for the Hawkshaw development project. The residential development shows three three-story buildings to accommodate 58 units. Materials include a stucco system façade with aluminum frame openings and standing seam metal roofs. Parking will be provided at the north side of the complex and along S. 10th Avenue. The parking area is proposed to be covered by concrete pavers in a herringbone pattern. This project has undergone a number of modifications, and a letter from CRA outlining certain deviations from past plans has been included. However, this current version will also be reviewed at the August 17 CRA meeting. As a result, any approvals granted by Planning Board will be contingent upon CRA's acceptance of the plans and subsequent permitting requirements. This request has been routed through the various City departments and utility providers. Those comments are attached for your review. The minutes from this meeting will be provided to the CRA, if CRA determines changes are needed this project could come back before the Planning Board. Brian Spencer of SMP Architecture spoke on the item and introduced a video of the planned project. He will have to go before the CRA on August 14th regarding this project. They are hoping to provide more housing opportunity for those who would like to live in the city limits. It's a three building scheme with connectivity, a tree orchard, 104 onsite parking spaces, an arborist has been hired to preserve three heritage oaks on this parcel. All residents will be built no lower than twelve feet. Site storm retention has been addressed via design capacity of the Admiral Mason Park stormwater pond. You will not see any onsite stormwater retention, there will be inlets and the roof will have internal downspouts within columns that then go to underwater stormwater systems. Aesthetically, there will be flat roofs, metal gable roof, and flat parapet roof. Documents submitted to the city show a concrete building, they are checking the pricing of CMU and ICF, exterior will

SENSITIVE PROPERTY REPORT

To: City Council
From: Mayor's Office
Re: Sensitive Property Assessment for Right of Way at 100 Water Street and
3600 BLK Elkton Street
Date: February 20, 2024

Per Sec. 2-3-4, *Disposition of sensitive properties*, a "sensitive property" is City-owned real property adjacent to water or providing a water view; or designated by the City Council as having historical, archaeological, or architectural significance due to historic events or structure(s); or designated by City Council as having significance for environmental preservation. Although the subject right-of-way is considered a sensitive property, the Mayor's Office recommends that the vacation request be approved.

BACKGROUND:

Old City Developers, LLC, is requesting a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. Since a portion of the subject right of way is adjacent to water and provides a water view, the Mayor is to provide an assessment and recommendation to City Council concerning the real property or property interest that is the subject of the request to sell, terminate, vacate or abandon, or otherwise dispose of in such a manner that the city no longer has a property interest to enforce.

During the initial review for a proposed subdivision, the City Surveyor discovered that unvacated rights of way were within the subject properties. The subject rights of way are unimproved, fully located within private property, and have not been used as public access to the water in the past. No historic or cultural resources are present, and preservation of the subject rights of way is not needed for environmental or public safety reasons.

WHETHER THE PROPERTY IS SENSITIVE:

City staff reviewed the facts to determine whether the property in question (1) abuts a navigable waterway, has water access, or has water views; (2) has any historical, archaeological, architectural, or environmental value; or (3) should remain undeveloped except for the public's passive enjoyment, education, and research as long as the property remains within the city's ownership and control.

A. Is the property in question adjacent to the water or provides a water view?

Staff Findings:

- (1) The subject alleyway arguably provides a water view at its end closest to the water; however, it is fully located within private property and was assumed to be private property until its recent discovery.
- (2) A water view is not currently available via Water Street; that portion of Water Street is an unimproved right of way assumed in the past to be private property.
- (3) To access a water view via the alleyway, access to the Water Street right of way would be required.
- (4) Encouraging the public to use this property for a water view is not recommended.

B. Is the property in question designated by the City Council as having historical, archaeological, or architectural significance either because of historic events in the vicinity or because of a structure on the property?

Staff Findings:

The city's Historic Preservation Planner, in consultation with the University of West Florida Archaeology Institute, has determined that no resources having significant historical, archaeological, or architectural value are present. In reviewing the criteria for assessment to identify findings for consideration, staff has found that:

- (1) The property does not include historic structures or buildings eligible or potentially eligible for listing in the National Register of Historic Places.
- (2) The property does not contain material remains of Native American archaeological sites that are eligible or potentially eligible for listing in the National Register of Historic Places.
- (3) The property does not contain material remains of or contemporaneous to the 1559 Spanish landing and settlement site of Tristan de Luna.
- (4) The property does not contain material remains of past settlements, fortifications, or occupations eligible or potentially eligible for listing in the National Register of Historic Places.

C. Is the property in question designated by the city council as having significance as an environmental resource for preservation.

Staff Findings:

This is to be determined by the City Council. No environmental or public safety reason for retaining ownership of the land has been identified. The City Engineer, City Arborist, and Public Works Department have no opposition to the vacation request.

MAYOR'S OFFICE RECOMMENDATION:

Whether the land is "sensitive" depends on whether the property in question (A) abuts a navigable waterway, has water access, or has water views; (B) has any historical, archaeological, architectural, or environmental value; or (C) should remain undeveloped except for the public's passive enjoyment, education, and research as long as the property remains within the city's ownership and control. Depending on the findings made, the property may not be considered to have significance for future educational, research, or archaeological purposes.

The Mayor's Office recommends that the vacation request be approved for the following reasons:

A) Although the subject alleyway may provide a water view, it abuts a navigable waterway, and it has water access, encouraging the public to use this property is not recommended since it is fully located within private property, it was assumed to be private property until its recent discovery, it is unimproved, and it is only accessible by the Water Street right of way. The Water Street right of way currently does not provide a water view, it does not abut a navigable waterway, and it does not provide water access.

B) The subject rights of way do not contain any historical, archaeological, or architectural value, and no environmental value for retaining ownership of the land has been identified.

C) Approval of the applicant's request will not entirely dispose of the city's rights since a full-width easement will remain. Based on the criteria listed above, the subject rights of way are not considered to have recreational or educational value.

Whether this report's findings are accepted or rejected in whole or in part, it is requested that findings as to the public purpose of the action taken in response to this request be made.



100 BLK STILLMAN ST

MARQUES ST

91 WATER ST

WATER ST

120 WATER ST

75 N STILLMAN ST

3505 MARQUES ST

3501 MARQUES ST

47 N STILLMAN ST

100 WATER ST

3600 BLK ELKTON ST

3618 ELKTON ST

3616 ELKTON ST

11 N STILLMAN ST

9 N STILLMAN ST

ELKTON ST

4 WATER ST

500 W NAVY BLVD

75 WATER ST

3502 W NAVY BLVD

Right of Way Vacation Request

0 0.01 0.02 Miles

Date: 8/3/2023



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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April 21, 2023

Mr. Charles Liberis
212 W. Intendencia Street
Pensacola, FL 32502

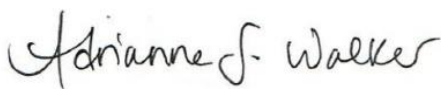
RE: Street and Alley Vacation Inquiry – Water St.

Mr. Liberis,

In consultation with the University of West Florida (UWF) Archaeology Institute, it has been determined that no additional archaeological field work is necessary for the request to vacate a portion of Water Street and adjoining alleyways in Blocks 125 and 126. The 1986 archaeological survey conducted by UWF, which resulted in the designation of the Hargis Hospital site, was intensive and sufficiently investigated the areas in question.

With this new information, it is the recommendation of the City of Pensacola's Planning Services that no additional archaeological research is necessary to understand the historic significance and material culture associated with this property. Please contact me if you have any questions or concerns.

Sincerely,



Adrienne Walker, RPA
Cultural Resources Coordinator, City of Pensacola
222 W. Main Street, Fifth Floor
Pensacola, Florida 32502
awalker@cityofpensacola.com



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-228

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PUBLIC HEARING: FUTURE LAND USE MAP AND ZONING MAP AMENDMENT –
RECENTLY ANNEXED PROPERTY - 422, 424, AND 400 BLOCK OF AIRPORT
BOULEVARD

RECOMMENDATION:

That City Council conduct a Public Hearing on March 21, 2024, to consider amending the City's Future Land Use Map and Zoning Map for the properties located at 422, 424, and 400 Block of Airport Boulevard which were recently annexed into the City.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

The City recently approved the annexation of properties located at 422, 424, and 400 Block of Airport Boulevard. The annexation necessitates amending the City's Future Land Use Map and Zoning Map to include the subject properties. The recommended zoning district is "Residential/Office Land Use District" (R-2) with a corresponding Future Land Use designation of Office (O).

On February 13, 2024, the Planning Board voted 6:0 to recommend approval of the request.

PRIOR ACTION:

City Council granted final approval of the annexation request on February 8, 2024.

FUNDING:

N/A

FINANCIAL IMPACT:

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/13/2024

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

ATTACHMENTS:

1. Letter Requesting Annexation, Zoning, and FLUM Designation
2. Planning Board Minutes - 2/13/2024
3. Proposed Ordinance No. 6-24
4. Business Impact Analysis Report - Proposed Ordinance No. 6-24
5. Proposed Ordinance No. 7-24
6. Business Impact Analysis Report - Proposed Ordinance No. 7-24

PRESENTATION: No



BEARING POINT
P R O P E R T I E S

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.

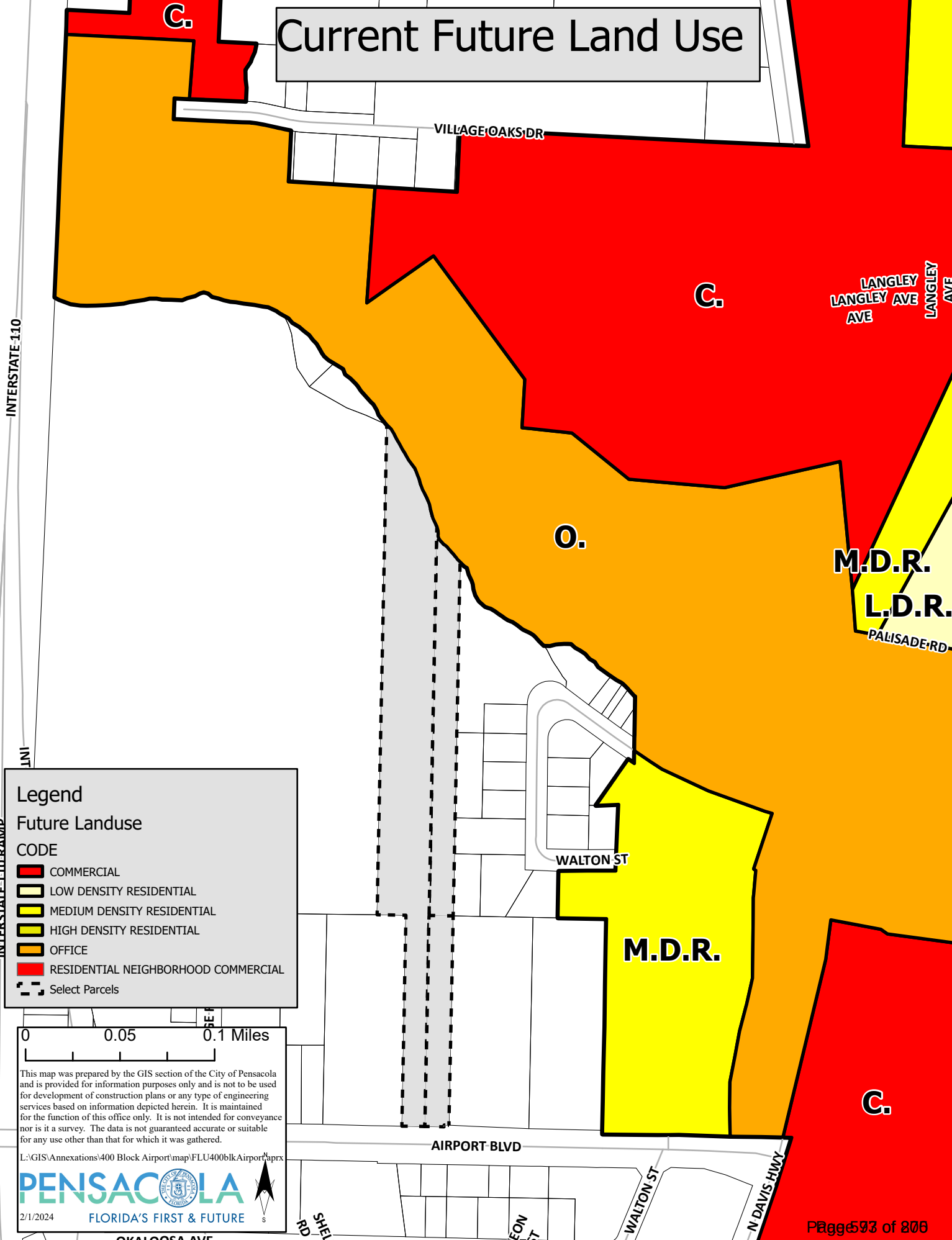
Thank you for your consideration of our request. We look forward to hearing from you.

Sincerely,

John Buzzell
Managing Partner – Bearing Point Properties, LLC

Jeff Landry
Managing Member – Airport Apartments, LLC

Current Future Land Use



Legend

Future Land Use

CODE

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- OFFICE
- RESIDENTIAL NEIGHBORHOOD COMMERCIAL
- Select Parcels

0 0.05 0.1 Miles

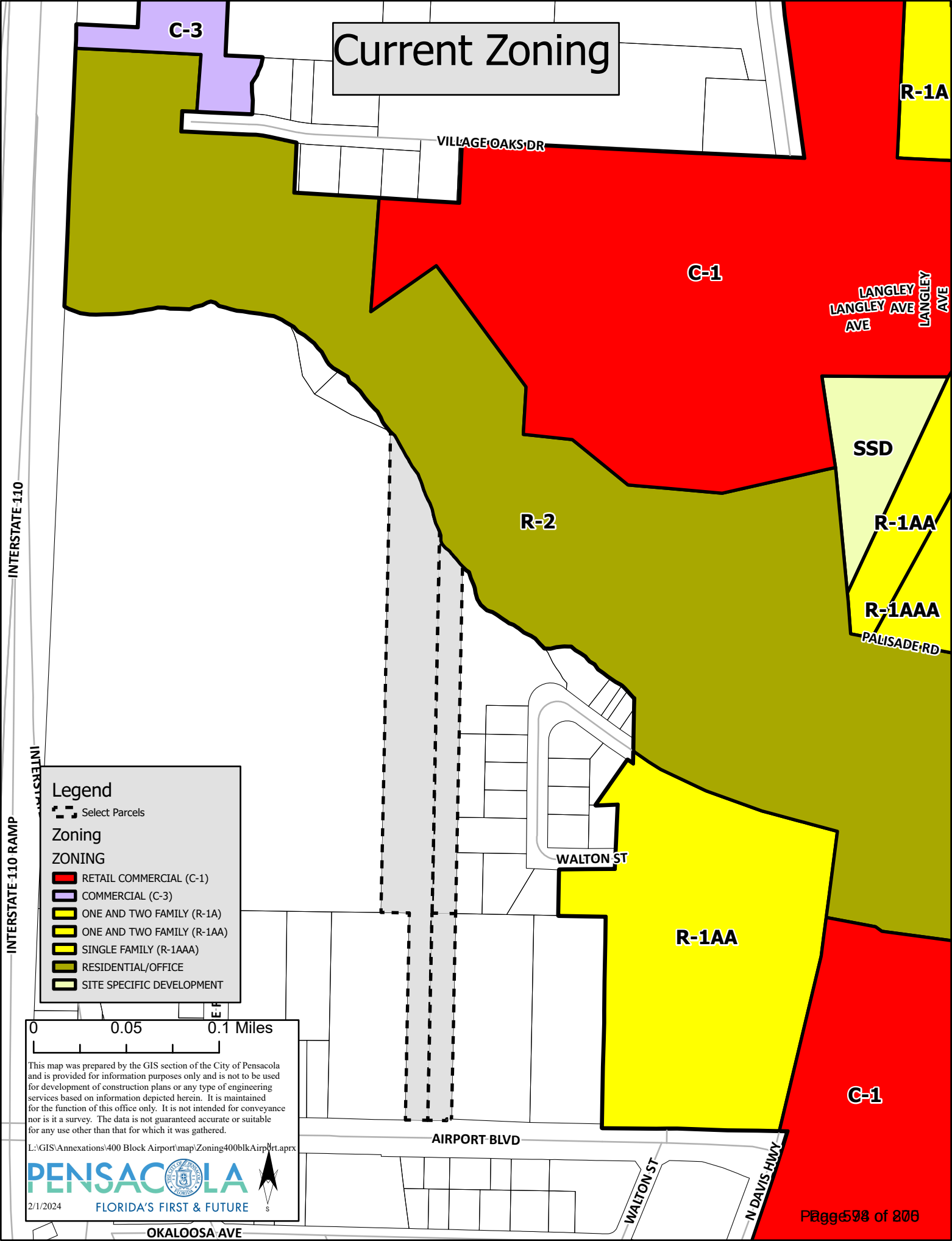
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L:\GIS\Annexations\400 Block Airport\map\FLU400blkAirport.aprx

PENSACOLA
FLORIDA'S FIRST & FUTURE

2/1/2024

Current Zoning



Legend

Select Parcels

Zoning

ZONING

- RETAIL COMMERCIAL (C-1)
- COMMERCIAL (C-3)
- ONE AND TWO FAMILY (R-1A)
- ONE AND TWO FAMILY (R-1AA)
- SINGLE FAMILY (R-1AAA)
- RESIDENTIAL/OFFICE
- SITE SPECIFIC DEVELOPMENT

0 0.05 0.1 Miles

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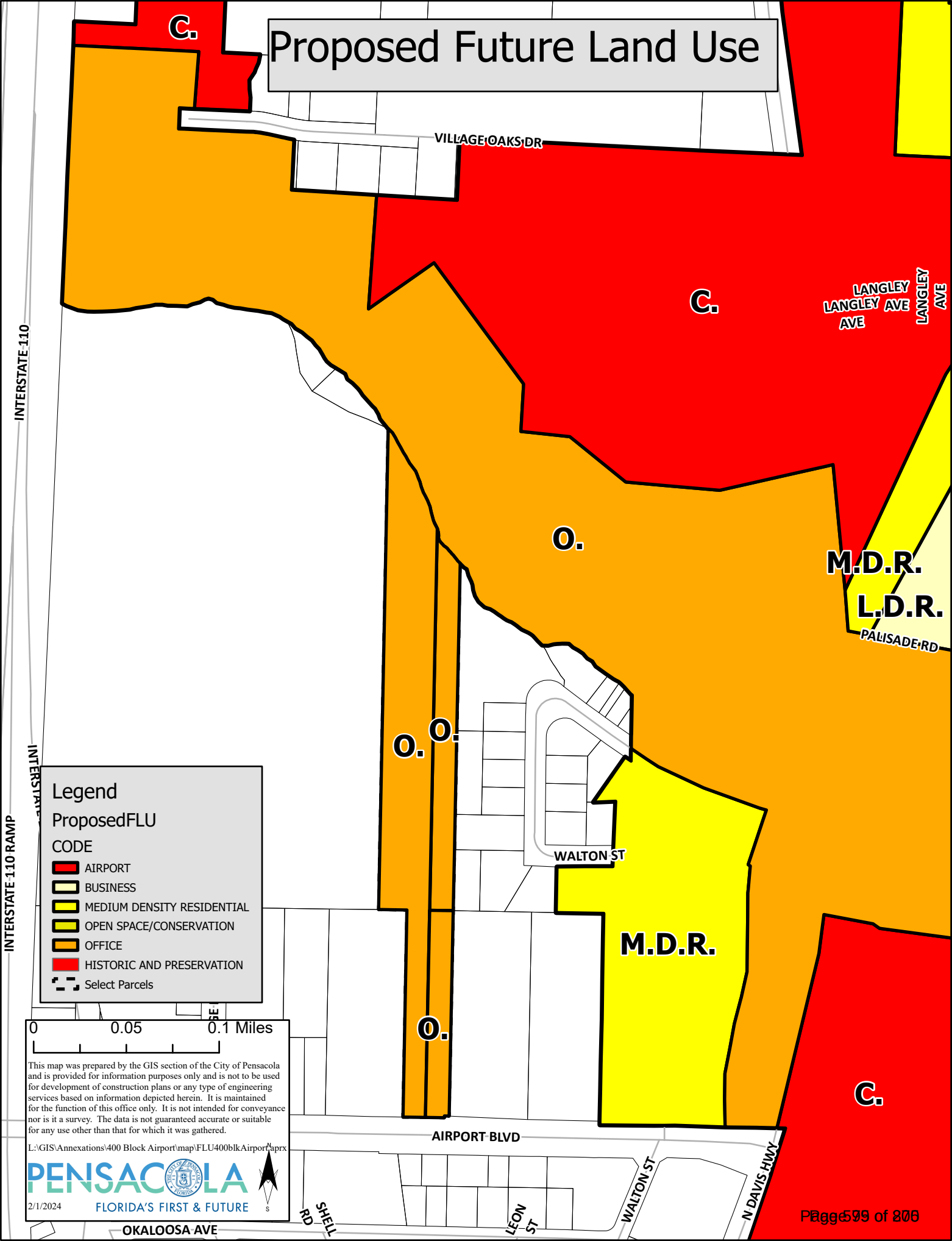
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PENSACOLA
FLORIDA'S FIRST & FUTURE

2/1/2024

OKALOOSA AVE

Proposed Future Land Use

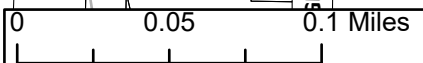


Legend

ProposedFLU

CODE

- AIRPORT
- BUSINESS
- MEDIUM DENSITY RESIDENTIAL
- OPEN SPACE/CONSERVATION
- OFFICE
- HISTORIC AND PRESERVATION
- Select Parcels



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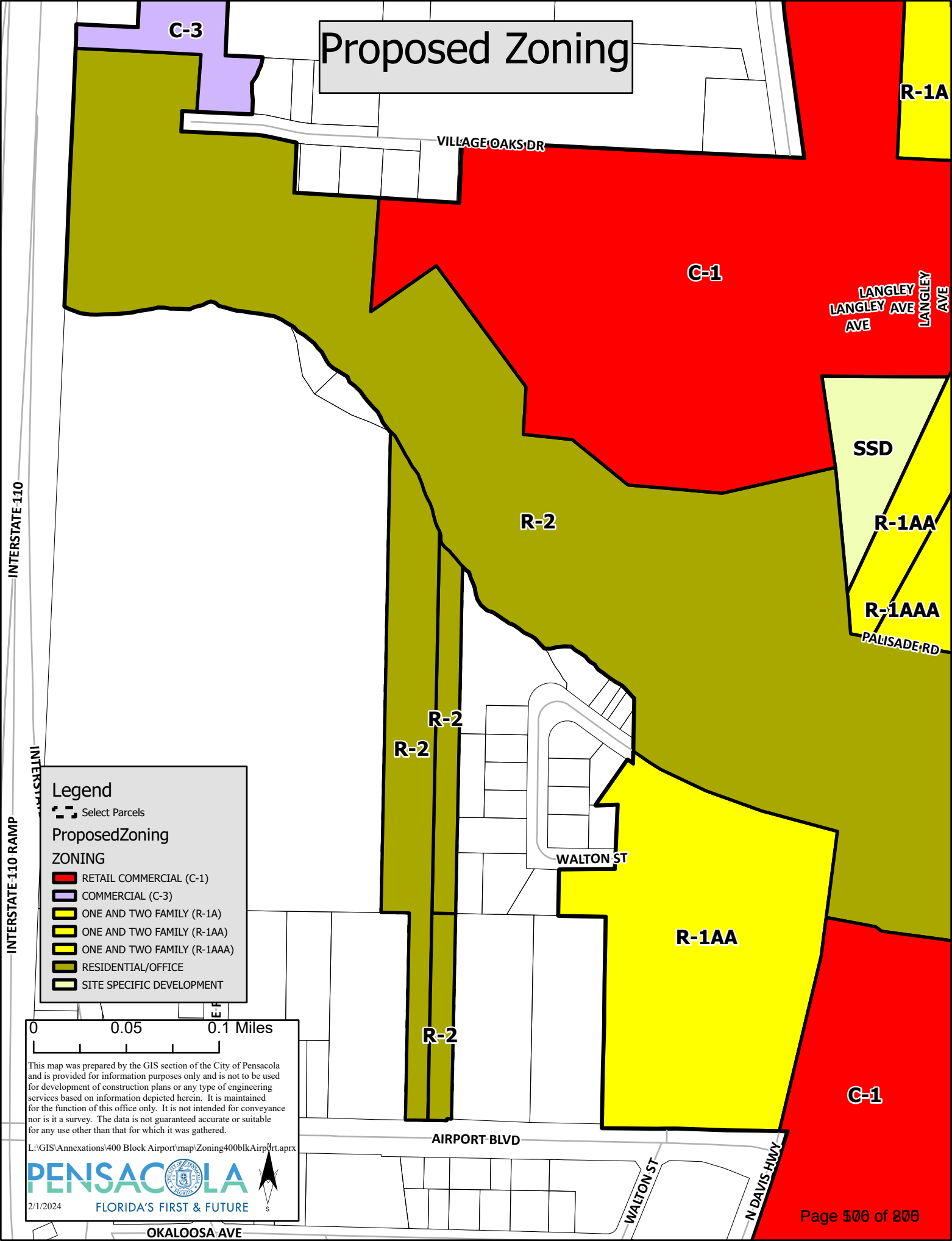
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2/1/2024

OKALOOSA AVE

Proposed Zoning



Legend

- Select Parcels
- Proposed Zoning
- ZONING
 - RETAIL COMMERCIAL (C-1)
 - COMMERCIAL (C-3)
 - ONE AND TWO FAMILY (R-1A)
 - ONE AND TWO FAMILY (R-1AA)
 - ONE AND TWO FAMILY (R-1AAA)
 - RESIDENTIAL/OFFICE
 - SITE SPECIFIC DEVELOPMENT

0 0.05 0.1 Miles

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PENSACOLA
FLORIDA'S FIRST & FUTURE

2/1/2024

Sec. 12-3-6. Residential/office land use district.

The regulations in this section shall be applicable to the residential/office zoning district: R-2.

- (1) *Purpose of district.* The residential/office land use district is established for the purpose of providing for a mixture of residential housing types and densities and office uses. Residential and office uses shall be allowed within the same structure. When the R-2 zoning district is located in older, developed areas of the city, the zoning regulations are intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In some cases the R-2 district is also intended as a transition area between commercial and residential uses.
- (2) *Uses permitted.*
 - a. Single-family detached dwellings; two-family attached dwellings (duplexes).
 - b. Single-family attached (townhouse and quadruplex construction) and detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).
 - c. Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.
 - d. Community residential homes licensed by the state department of health and rehabilitative services with:
 1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line.
 2. Seven to 14 residents providing such home is not within 1,200 feet of another such home in a multifamily district, and that the home is not within 500 feet of a single-family zoning district. If it is proposed to be within the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.
 - e. Cemeteries, subject to regulations in section 12-3-85.
 - f. Home occupations, subject to regulations in section 12-3-57.
 - g. Municipally owned and operated parks and playgrounds.
 - h. Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.
 - i. Child care facilities subject to regulations in section 12-3-87.
 - j. Private clubs and lodges, except those operated as commercial enterprises.
 - k. Boarding and lodging houses.
 - l. Bed and breakfast subject to regulations in section 12-3-84.
 - m. Dormitories.
 - n. Office buildings.
 - o. Hospitals, clinics (except animal hospitals and clinics).
 - p. Nursing homes, rest homes, convalescent homes.

- q. Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.
 - r. Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.
 - s. Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.
 - t. Social services homes/centers.
 - u. Banks and financial institutions.
 - v. Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.
 - w. Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.
 - x. Studios as defined in section 12-13-1.
- (3) *Development permitted.*
- a. Conventional subdivision subject to regulations in section 12-3-105.
 - b. Special planned development subject to regulations in section 12-3-106.
- (4) *Regulations.* All developments are required to comply with design standards and are encouraged to follow design guidelines as established in section 12-3-121. Table 12-3.5 describes height, area and yard requirements for the residential/office zoning district:

TABLE 12-3.5. REGULATIONS FOR THE R-2
ZONING DISTRICT

Standards	Within 100 Feet of a Residential Zoning District	More Than 100 Feet From a Residential Zoning District
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	15 feet (Also see Note 1) 5 feet 15 feet	10 feet (Also see Note 1) 5 feet 10 feet
Maximum Building Height (at building setback line)	45 feet	45 feet (Also see Note 2)
Lot Coverage Requirements For All Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units	The maximum combined area occupied by all principal and accessory buildings shall not exceed 50%. (See Note 3)	
Lot Coverage Requirements For All Development Other Than Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units: The maximum combined area occupied by all principal and accessory buildings	Building Height 1—4 stories 5—7 stories (See note 3) 8—9 stories	Building Coverage 30% 25% 20%

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*Front yard depths in the R-2 district shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirements; in case there are no other structures on the block the front yard depth shall not be less than footages noted.

Note 1: Where any use other than a single-family, duplex or zero lot-line development abuts an R-1AAAAA through R-ZL zoning district, there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.
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Note 2: Above the height permitted at the building setback lines three feet may be added to the height of the building for each foot the building is set back from the building setback lines up to a maximum height of 100 feet. All buildings exceeding 45 feet in height must submit a preliminary development plan that must be reviewed by the planning board and city council pursuant to section 12-3-120.

Note 3: When a mixed residential/nonresidential development is proposed, the lot coverage requirements shall be the most restrictive of the proposed uses.
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(5) *Additional regulations.* In addition to the regulations established above in subsection (4) of this section, all R-2 developments will be subject to, and must comply with, the following regulations:

- a. Supplementary district regulations subject to regulations in sections 12-3-55 through 12-3-69.
- b. Off-street parking subject to regulations in chapter 12-4.
- c. Signs subject to regulations in chapter 12-5.
- d. Tree/landscape regulations subject to regulations in chapter 12-6.
- e. Stormwater management and control of erosion, sedimentation and runoff subject to regulations chapter 12-8.

(Code 1986, § 12-2-6; Ord. No. 6-93, § 4, 3-25-1993; Ord. No. 29-93, § 4, 11-18-1993; Ord. No. 3-94, § 2, 1-13-1994; Ord. No. 33-95, § 2 (exh. 1), 8-10-1995; Ord. No. 9-96, §§ 2, 3, 1-25-1996; Ord. No. 45-96, § 2 (exh. 1), 9-12-1996; Ord. No. 6-02, § 2, 1-24-2002; Ord. No. 13-14, § 1, 3-27-2014; Ord. No. 10-15, § 1, 5-14-2015; Ord. No. 05-16, § 1, 2-11-2016)



MINUTES OF THE PLANNING BOARD
February 13, 2024

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

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Assistant City Attorney Lindsay, Assistant City Administrator Forte, Help Desk Technician Russo, Development Services Director Morris, City Surveyor Odom, Development Services Coordinator Statler, Executive Assistant Chwastyk, Assistant Airport Director Remington, Administrative Assistant Partington

STAFF VIRTUAL: None

OTHERS PRESENT: Douglas Wassmer, DD Gomes, Henry Gomes, Carol Conde, Renee Wilhoit, Chris Wilde, John Bullock, Royiv Rayah, Verkat Kardi, Ashok Ailtharaju, Bob Gerold, Joseph Kyle, Shankar Gadupudi, Chris Tonn, Tony Jones, Charles Liberis, Brian Spence, James Gulley, Ronnie Mart, Jawad Ayyad, Ibrahim Ayyad, Alan Gray, Amir Fooladi, Calli Sivils, John Buzzell

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 9, 2024
- **New Business:**
- Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD
- Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 Elkton Street, Zone R-1A
- Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC
- Conditional Use Permit for Communications Tower – 2650 Creighton Road, Zone C-

- 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 Van Hoose made a motion to approve the January 9, 2024, minutes, seconded by Board Member Sampson, and it carried 6:0.

New Business –

Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD

Assistant Planning & Zoning Manager Harding introduced the item. SMP Architecture is requesting conceptual aesthetic review for a new 48-unit residential development with parking. Since this item is for conceptual review, staff has not examined the preliminary renderings for strict compliance with the Gateway Redevelopment District standards, stormwater requirements, landscaping, etc. At this time, the applicants are only asking for the board's feedback regarding the overall design, massing, and siting of the project and its features. This application has been routed through the various City departments and utility providers.

The purpose of the Gateway Redevelopment District was read to the board members. Brian Spencer of SMP spoke to the board. The parcel backs up to C-3, near Bagel Heads and across from the site is the back of South Market Restaurant, all businesses within the area were mentioned. Mr. Spencer point out that there's more redevelopment opportunity in GRD since a common theme among other developments is not present. Phillip Partington of SMP addressed the board next. He presented more slides for the board to view and went over what is allowed in zoning district GRD, feeling this is an appropriate use for this property; proposing 96-units, 48-units per building which is about half of the maximum density allowed. Off-street parking requires 1 space per unit, they will have 96-units they and will be providing 240 spaces all within the footprint of the building. Mr. Partington went over the required setbacks, 10 feet on Gregory side and 5 feet on other boundaries. Primary access is on Heinberg, along they may look at providing access on Old Gregory to the east of where the bridge comes in at, they would have to get FDOT approval since it's a state road, but for now access will be on Heinberg. The way they want to build will provide view corridors with 64 percent lot coverage, they will be 40 percent open. The design team met with City Arborist, and designed around a massive tree in the middle, they are preserving a number of trees and will mitigate if necessary. Board Member Grundhoefer asked about material being used and why they are no longer making it white, Mr. Partington felt it was too much white so they are using a warm mahogany tone of stucco. They plan on using a screen type material for the green wall to grow on. Balconies will have restrictions; those will be addressed in covenants. They will try to get access to Gregory towards the eastern end of their property. The pumphouse is owned by Pensacola Energy, they own property all around. It was confirmed that Gregory is a state road, any changes would have to have prior approval from the FDOT. Exit and entrance will be on Heinberg, no plans to widen. Board Member Powell appreciated the applicant

going line by line through the code. Board Member Van Hoose appreciated the representative pictures presented and inquired if they were committed to the colors in the renderings. Mr. Partington replied yes, though there may be minor changes. The development will have a deep pile foundation, so they are not concerned with noise of train tracks. Mr. John Bullock spoke and has concerns about the access only being on Heinberg since there's a possibility of 240 more cars on Heinberg with this new development. He feels a traffic study should be done. Mr. Alan Gray also spoke and hopes this will be looked at favorably. Mr. Chris Tonn spoke and has traffic concerns for Heinberg as well, and welcomes additional traffic studies. City of Pensacola transportation planner is aware of project and will be kept in the loop and will be speaking to those associated with the project. Brian Spencer mentioned the condo residents have a fluid schedule, not concentrated at specific times for those concerned about the traffic. The board offered the applicants ideas and concepts of the board's interpretation and observations and that the applicants will take those to heart. **Board Member Powell made the motion to recommend conceptual approval, seconded by Vice Chairperson Larson, and it carried 6:0.**

Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 BLK Elkton Street, Zone R-1A

Assistant Planning & Zoning Manager Harding introduced the item. A request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels under a single ownership. The purpose is to develop the parcels as a subdivision which will also be reviewed by Planning Board in the future. This application is a rehearing, and the original application was presented in August 2023 where the board voted 6-0 to "deny the application without prejudice and to allow the applicant to return to Planning Board to verify concerns heard by the public". The applicant has had further discussions with neighbors. This request has been routed through the various City departments and utility providers. Mr. Charles Liberis, the applicant, addressed the board. The property is to the east side of Bayou Chico, has a right-of-way that has never been used. A vacation will not impact the neighbors to the north since they have an exit to the north of their property. He asked that the board please reconsider. Board Member Grundhoefer asked if access to water has been resolved, Liberis stated it has not been resolved and it's private property, any one going to the water that way is trespassing. This is a city right-of-way, if the vacation is approved, it will be basically deeded to the property owner or applicant. The board members had a discussion regarding access for properties surrounding the property in question. What has changed from the last meeting is the homeowner that had concerns, no longer has those concerns. Ms. Renee Wilhoit spoke and stated that would have a problem if she will be land locked if this approved. She's not against this item, she just does not want it to affect her negatively. No one uses the right-of-way currently. The homes located at 3501 and 3505 Marques still have access to public right-of-way if this vacation goes through. Staff confirmed that Ms. Wilhoit's property would not be impacted as a result of a vacation. Mr. Douglas Wassmer spoke and felt that there's no water access on Marques Street. Chairperson Ritz reiterated that his comment did not apply to the item they are discussing. Board Member Grundhoefer asked if the City could clean this right-of-way up, Assistant City Attorney Lindsay replied that it requires private parties to resolve it, but the city would cooperate in any way they can. **Board Member Grundhoefer made**

a motion to approve, seconded by Board Member Van Hoose and it carried 6:0.

Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA

Assistant Planning & Zoning Manager Harding introduced the item. Rajiv Rajah is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1421 N. 6th Avenue (total of two parcels) and 1419 N. 6th Avenue. The properties are currently zoned R-1AA, Medium-Density Residential Zoning District, and the existing Future Land Use (FLU) designation is MDR, Medium-Density Residential. The applicant is proposing to amend the zoning district to R-NC, Residential/Neighborhood Commercial Zoning District, and the FLU to Residential/Neighborhood Commercial Land Use. The properties are currently “existing nonconforming” in terms of land use and setbacks. If approved, the desire is to bring the lots into zoning compliance with the intent to later subdivide, since the requested zoning would accommodate smaller setbacks and lot requirements. This application has been routed through the various City departments and utility providers. Currently R-1AA zoning allows for single-family detached, duplexes, townhomes, cemeteries, churches and currently one of the lots has three single family detached residences which would not be normally permitted in this zoning district. R-NC allows for residential design manufactured homes, retail food and drugstore, personal service shops, clothing and fabric stores, specialty shops, floral shops, bakeries, health clubs, martial arts studios, laundromats, outdoor sales of trees and shrubs and any uses permitted in R-2. It was reiterated that the board is not approving a project, they are reviewing a proposed change to the zoning, and any of those allowed uses could become by right allowed if this goes through to city council. This would have two readings before city council since ordinances are involved. Mr. Rajiv Rajah, the owner of the parcels was there to address the board. Board Member Grundhoefer wanted clarification, R-1AA does not allow multi-family, but it's already there. Multi-family is treated as commercial. All lots have structures on them, none are vacant. Board Member Van Hoose inquired as to why he needed the rezoning, applicant replied he was under the impression that it had to be rezoned in order to be able to split the lot to bring it into compliance. If existing houses remain it would be exempt from the CRA overlay requirements, defer to underlying zoning districts for minimum lot sizes. A discussion began about if re-platting the parcels would then bring it into compliance. The board discussed how R-2 is less intensive than R-NC, the board may suggest going to R-2 instead and it would be legal since it would be a transitional zone and not spot zoning. Board Member Grundhoefer stated he will not support R-NC, but will support R-2. The applicant still has the ability to lobby for his original request when it goes before city council despite what the board recommends. Board Member Van Hoose stated she sees on the map R-NC on Davis and 6th, also that zoning only changes if an applicant requests it. This will go before city council on March 21st. **Mr. Vice Chairperson Larson made the motion to recommend approval to amend the subject properties to a transitional ‘R-2’ zoning district and a future land use designation of ‘O’. Board Member Grundhoefer recommended that language be added to state that Planning Board felt the original request to rezone the property to R-NC (with a future land use of RNC) was too intense of a designation from a 6th Avenue frontage, and therefore suggest that ‘R-2’ and ‘O’ be designated instead since it is less intensive. Chairperson Ritz agreed and added that amendment to ‘R-2’ and ‘O’ would act as transitional zoning and that it still works with the applicant’s desired use of the property. Vice Chairperson Larson amended his motion to reflect**

these statements. Board Member Powell seconded the motion and it carried 6:0. Mr. Tony Jones lives adjacent to property and spoke in opposition to R-NC and R-2. He feels there's already not enough parking and this would cause other issues. He stated he would be sure to speak at the city council against this request. He's at liberty to bring as many of his neighbors to the council meeting to voice their concerns. Chairperson Ritz stated that despite his concerns he doesn't feel it would have changed the outcome. The board was asked to confirm if Mr. Jones' comments would have changed their decisions, and all board members present verbally agreed that it did not and that the board's motion stands.

Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC

Assistant Planning & Zoning Manager Harding introduced the item. Bearing Point 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 annexation request for the subject parcels took place at the February 8, 2024, City Council meeting. The parcels are contiguous to the city limits, located along Airport Blvd, and encompass approximately 7.5 acres. The request indicates that the future plans for the property are to develop a 200-unit apartment complex. These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation. The city reviewed the adjacent zoning districts for the proposed use as multiple-family attached dwellings and recommends "Residential/Office Land Use District" (R-2) for the new zoning district and "Office" (O) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. Currently, Escambia County has it zoned as Commercial. There are no issues with the proposal, only if we were creating an enclave and we are not doing that. The board reviewed the map and the surrounding zones of those parcels. They chose R-2 because it is adjacent to existing R-2, and it allows multi-family without allowing all the heavy commercial uses aligning with the developer's request and intended development of the property. **Vice Chairperson Larson made the motion to recommend approval. Chairperson Ritz clarified that the motion was to recommend a zoning district of 'R-2' and a future land use of 'O' as proposed. It was further clarified that 'R-2' was an appropriate zoning assignment for the parcels since they were contiguous to other properties in the city zoned 'R-2' and 'O'. Board Member Powell seconded the motion and it carried 6-0.**

Conditional Use Permit for Communications Tower—2650 Creighton Road, Zone C-1

Assistant Planning & Zoning Manager Harding introduced the item. SBA Communications along with its service provider, Verizon Wireless, has requested a Conditional Use Permit for a Communication Tower at 1224 Creighton Road (Walmart Supercenter site). This property is currently zoned Commercial (C-1), which permits this use by the granting of a Conditional Use Permit. The proposed tower will be a 90-foot-tall monopole with a 5-foot-tall lighting rod, for a total height of 95 feet. Section 12-3-108 of the Land Development Code addresses this use with specific site plan requirements which have been included in this packet for review. This application has been routed through the various City departments and utility providers, including the Airport who have no objections so long as the total height of the tower is no taller than 95 feet and so long as the structure contains red obstruction lights. Assistant Planning & Zoning Manager Harding read aloud the six standards for approval of conditional use, they are as follows: 1) The proposed use shall

be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map, or regulation adopted by the city council. 2) The proposed use will not adversely affect the public health, safety, or welfare. 3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses. 4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection. 5) The proposed use will not create undue traffic congestion. 6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment. Harold Timmons, representing Tower Engineering Professionals presented the board with a slide presentation. The presentation includes why they feel the site is needed and the goal of the site. Development details were provided in the presentation; some of those provided where ingress/egress will be from Creighton Road, along an existing drive aisle located within a 20' non-exclusive access and utility easement, visitation limited to equipment support/maintenance personnel, signage is limited to safety and tower owner contact information, and lighting is required for air safety navigation. The tenant will be Verizon Wireless. The tower will be located on a part of Walmart's property that they do not utilize. Harold Timmons mentioned that Verizon complies with all Federal, state, and local requirements. The lighting on the structure is a safety feature for small aircraft that is being required by the local airport director. Board Member Sampson wanted to know why they chose that location since it's in direct path of aircraft. Harold Timmons replied, SBA has a relationship with Walmart, its heavy retail, highly commercial area, and they are willing landowners. Walmart selected the spot for the tower, it suits their needs, it's the best location to have the least amount of impact. They make sure to obtain approval from the FAA, they provide a notice of hazard of air navigation after they have studied it to make sure it's acceptable. They are bound to build what is approved by the board; they will abide by that. If they need to come back to the board for an amendment. Assistant Airport Director of Planning & Engineering Remington stated they look very closely at proposals such as this. They worked with the client to get the tower below an acceptable height from their standpoint. Their primary concern is the safety of passengers flying from the airport. It was looked at from an IFR standpoint which resulted in them lowering the height of the tower, they looked at it from a 1,000-foot extension on an 8,000 foot runway. They looked at it as if it existed today and if it was extended in the future, it would not be in conflict with the runway as it is today and in the future. Bob Gerold lives in the area, he would like the tower moved back, he does not want the red blinking light coming into his front window and feels it's an intrusion into their neighborhood. Assistant Airport Director Remington stated the obstruction lighting was a request from the airport to prevent aircraft from striking the tower, they can shield that obstruction light from the bottom so that those on the ground can't see it, it would only be visible to aircraft. Carole Conde, resident close to Walmart spoke out against the tower being put in that location, if it has to be put there, please move it to a different location in the parking lot. Chris Wilde just asked the board to consider the families that live in the neighborhood. Harold Timmons went over some of the photos in the slide presentation, he feels the trees in the neighborhood will block the visibility of the tower for the neighborhood. There has not been any discussion with Walmart about moving the tower, he feels they would not be open to doing so, they usually want you in an area they do not utilize. He will make sure to have that conversation with Walmart to see if they are willing to move it and they are willing to look at what they can do to mitigate the lighting on the

structure such as shielding that meets the Airports requirements. Airport Assistant Director Remington went over the calculations for determining the height differential for moving the tower closer to the airport. They will do some research of examples of the lights with the shields to see how it looks from a neighbor's standpoint. The red light would be a steady burning red light not a strobing light, it would always be on. The lower they take the tower the less carriers would be able to utilize the tower. The board went back over the six standards to approve the conditional use request. Assistant Airport Director Remington had made a comment earlier just because it's legal doesn't mean it's a good idea, he expanded on that comment. Building towers of any type in the direct approach of a runway is not a sound planning principle. In this instance, they have been careful to try and ensure what the requirements are for the FAA. More discussion took place regarding what would have to be done for the neighbors to help them be more accepting of the tower. Board Member Grundhoefer stated that they have met all the requirements and zoning allows for this use. Assistant Planning & Zoning Manager Harding mentioned that regardless of what the board decides, it will go before the city council. As with all conditional uses, the city reserves full authority to deny any request for a conditional use or to impose reasonable conditions on that use. **Chairperson Ritz made the motion to recommend approval of the conditional use of the tower at its current height, and that the applicant investigate using shields for the illuminated red lights as described by the Airport's representative. Board Member Grundhoefer seconded the motion and it carried 4-2, with Board Member Van Hoose and Vice Chairperson Larson dissenting.**

Open Forum – none

Discussion

Planning & Zoning Manager Cannon gave an update on the LDC assessment by Inspire and the five-day working sessions. All the information is with Inspire Placemaking to put into a report to come back to staff to make comments. The project is on track to come before the board in May for an informational presentation. Board Member Van Hoose stated that they did a great job with assessment. Staff then went over items that the board voted on that went before city council.

Adjournment – With no further business, the Board adjourned at 5.10 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

PROPOSED
ORDINANCE NO. 6-24

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
AND FUTURE LAND USE MAP OF THE CITY OF
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and the appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following small scale development amendment to the comprehensive plan and future land use map of the city;

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

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, 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.

the same is hereby designated as "O" Office as if all of the said real property had been originally included in City of Pensacola Office Land Use District.

A map depicting the newly annexed area, to be designated "O" as provided herein, is attached hereto as Exhibit A.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. 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.

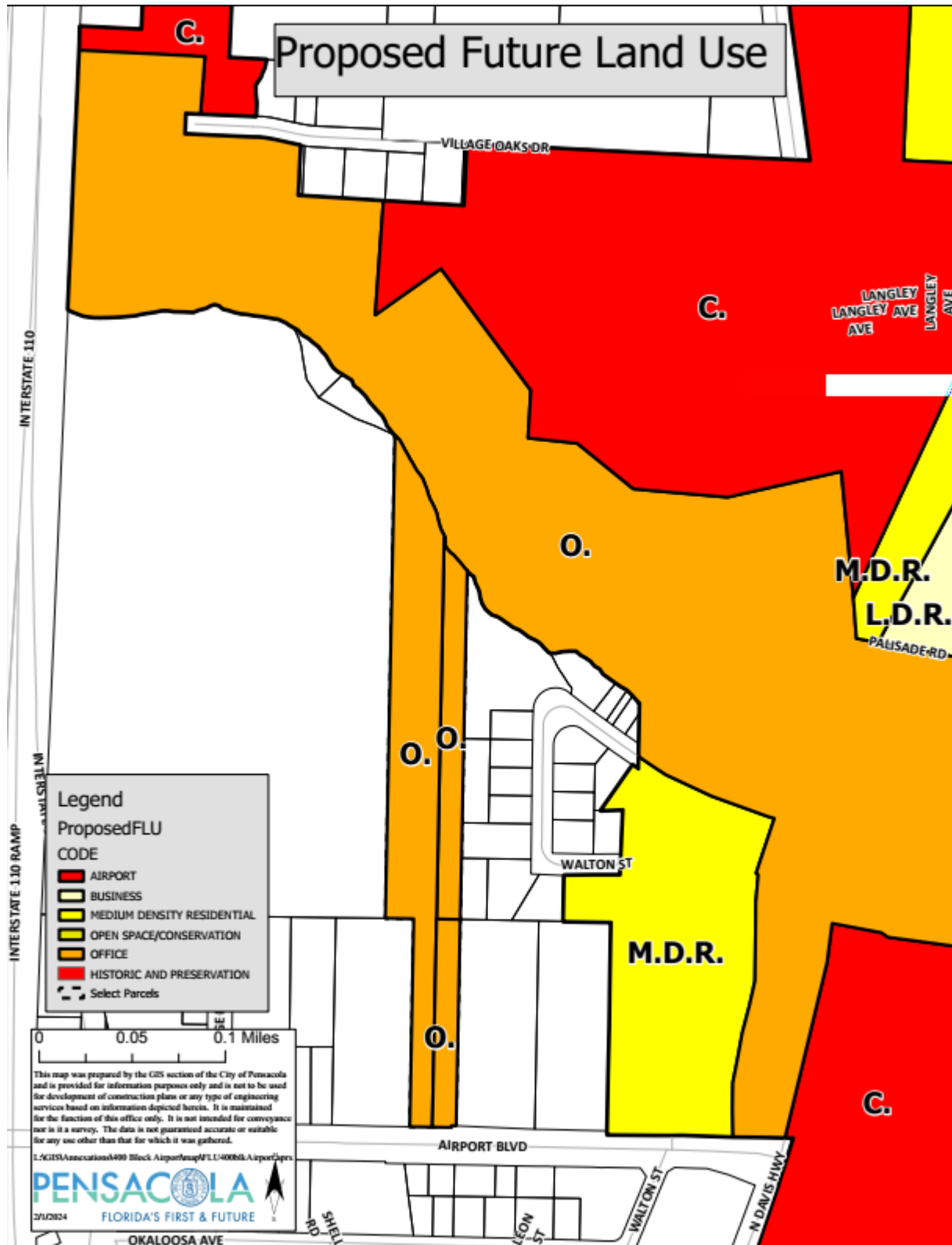
Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

Exhibit A.





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. 6-24. AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; 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):

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: 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.):

PROPOSED
ORDINANCE NO. 7-24

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on March 21, 2024, concerning the following proposed zoning classification affecting the annexed property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

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.

is hereby zoned R-2 – Residential/Office Zoning District.

A map depicting the newly annexed area, to be zoned R-2 as provided herein, 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 provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby

repealed to the extent of such conflict.

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

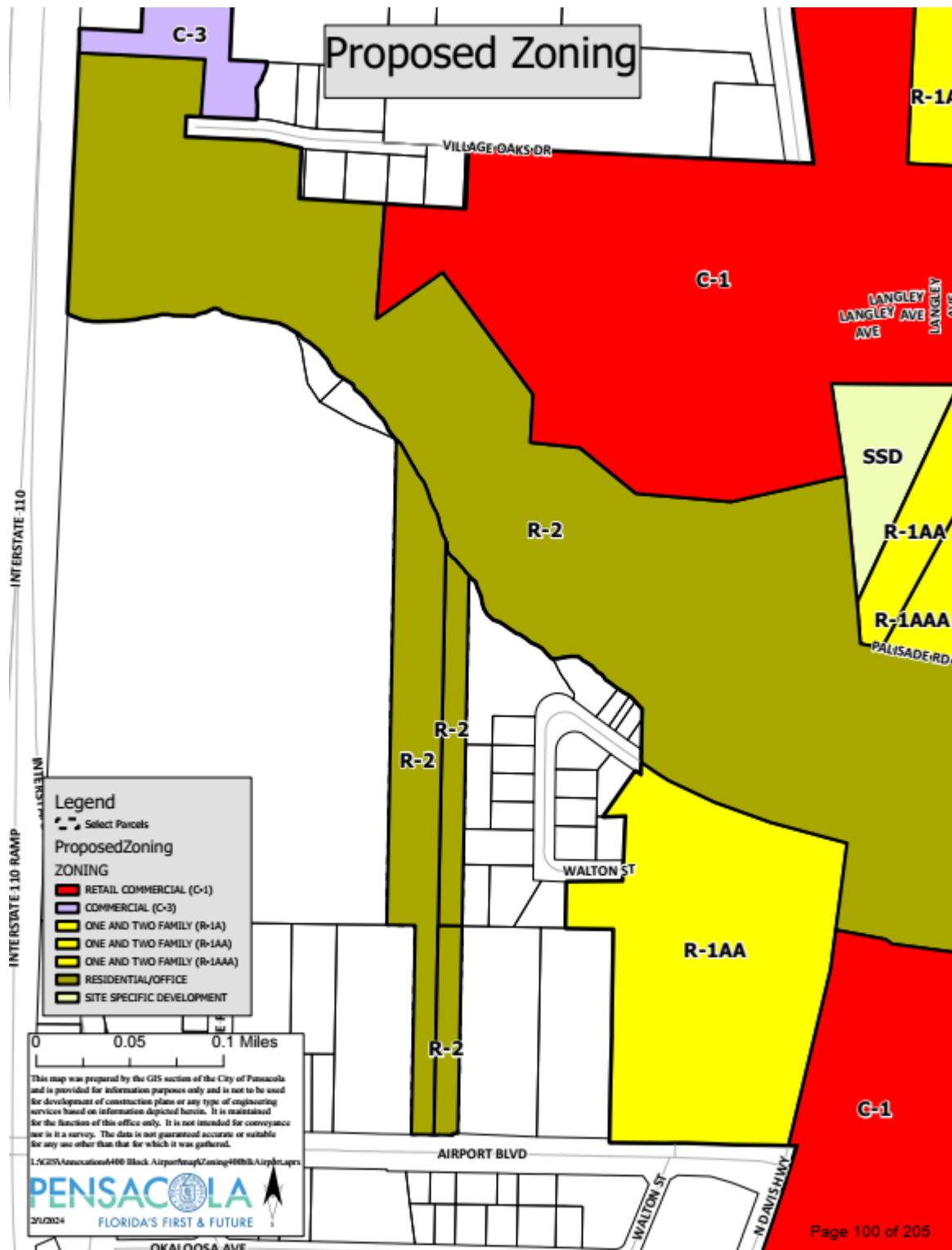
Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

Exhibit A.





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. 7-24. AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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.):



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-229

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 6-24 - FUTURE LAND USE MAP AND AMENDMENT –
RECENTLY ANNEXED PROPERTY - 422, 424, AND 400 BLOCK OF AIRPORT
BOULEVARD

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 6-24 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE
MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City recently approved the annexation of properties located at 422, 424, and 400 BLK of Airport Boulevard. The annexation necessitates an amendment to the City's Zoning and Future Land Use Maps to include the subject properties. The recommended zoning district is "Residential/Office Land Use District" (R-2) with a corresponding Future Land Use designation of Office (O).

On February 13, 2024, the Planning Board voted 6:0 to recommend approval of the request.

PRIOR ACTION:

City Council granted final approval of the annexation request on February 8, 2024.

FUNDING:

N/A

FINANCIAL IMPACT:

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/13/2024

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

ATTACHMENTS:

1. Proposed Ordinance No. 6-24
2. Business Impact Analysis Report - Proposed Ordinance No. 6-24
3. Letter Requesting Annexation, Zoning and FLUM Designation
4. Planning Board Minutes - 2/13/2024

PRESENTATION: No

PROPOSED
ORDINANCE NO. 6-24

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
AND FUTURE LAND USE MAP OF THE CITY OF
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and the appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following small scale development amendment to the comprehensive plan and future land use map of the city;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, 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.

the same is hereby designated as "O" Office as if all of the said real property had been originally included in City of Pensacola Office Land Use District.

A map depicting the newly annexed area, to be designated "O" as provided herein, is attached hereto as Exhibit A.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such

a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. 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.

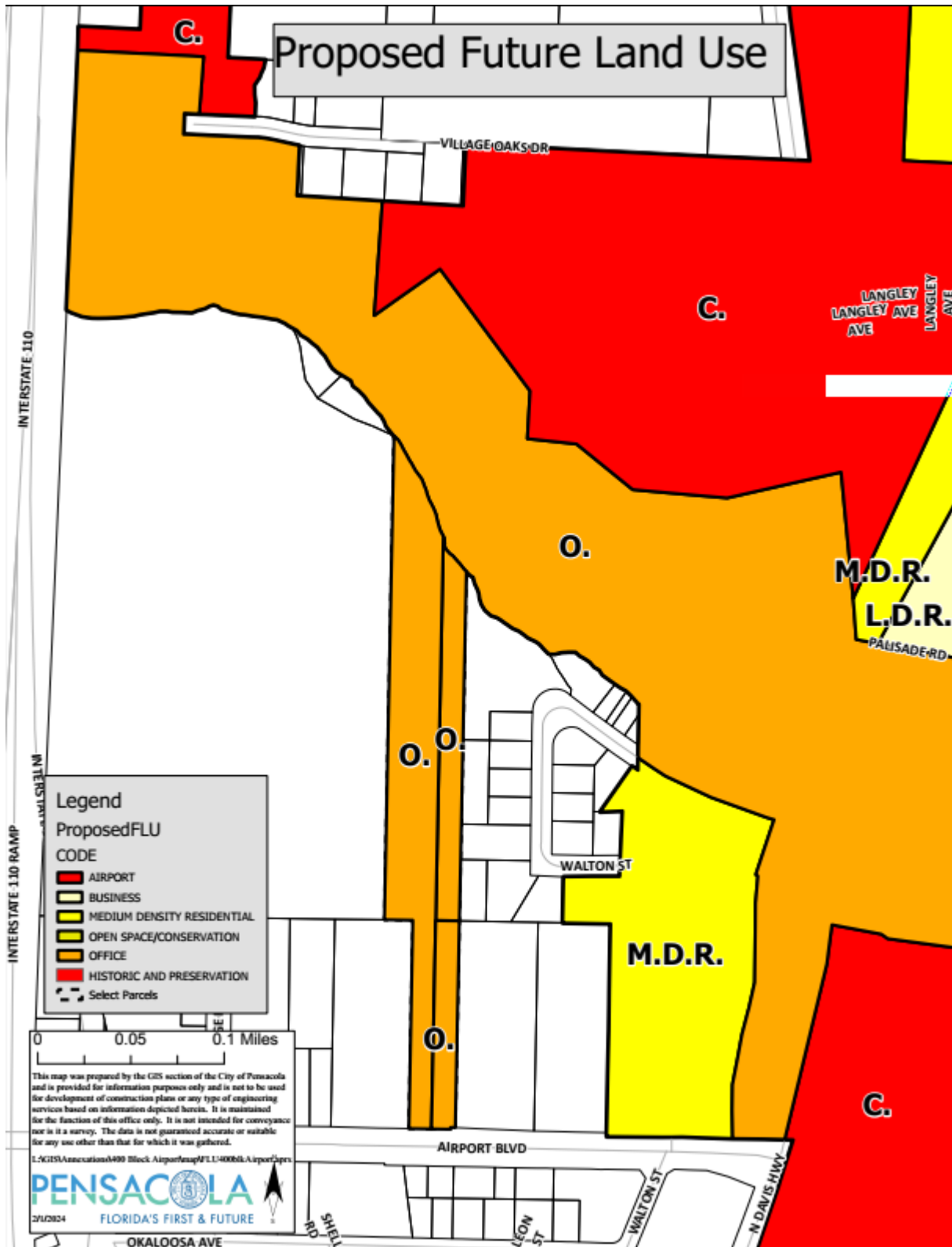
Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

Exhibit A.





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. 6-24. AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; 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):

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: 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.):



BEARING POINT
P R O P E R T I E S

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.

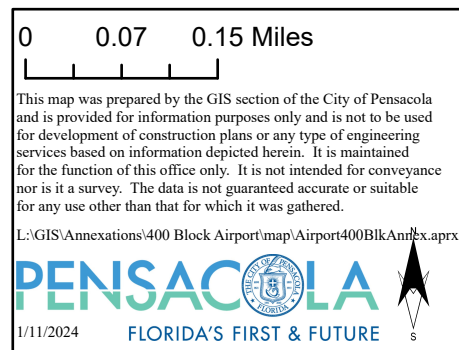
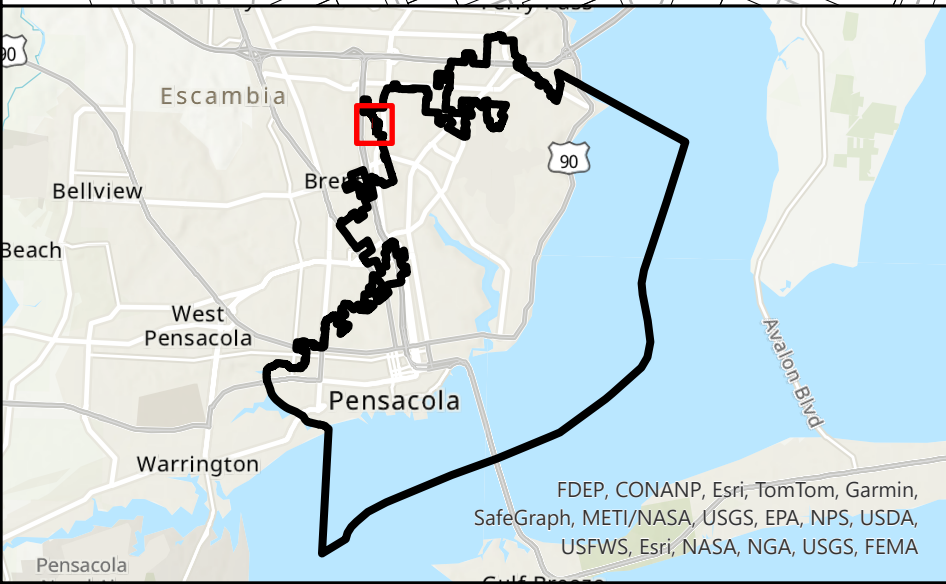
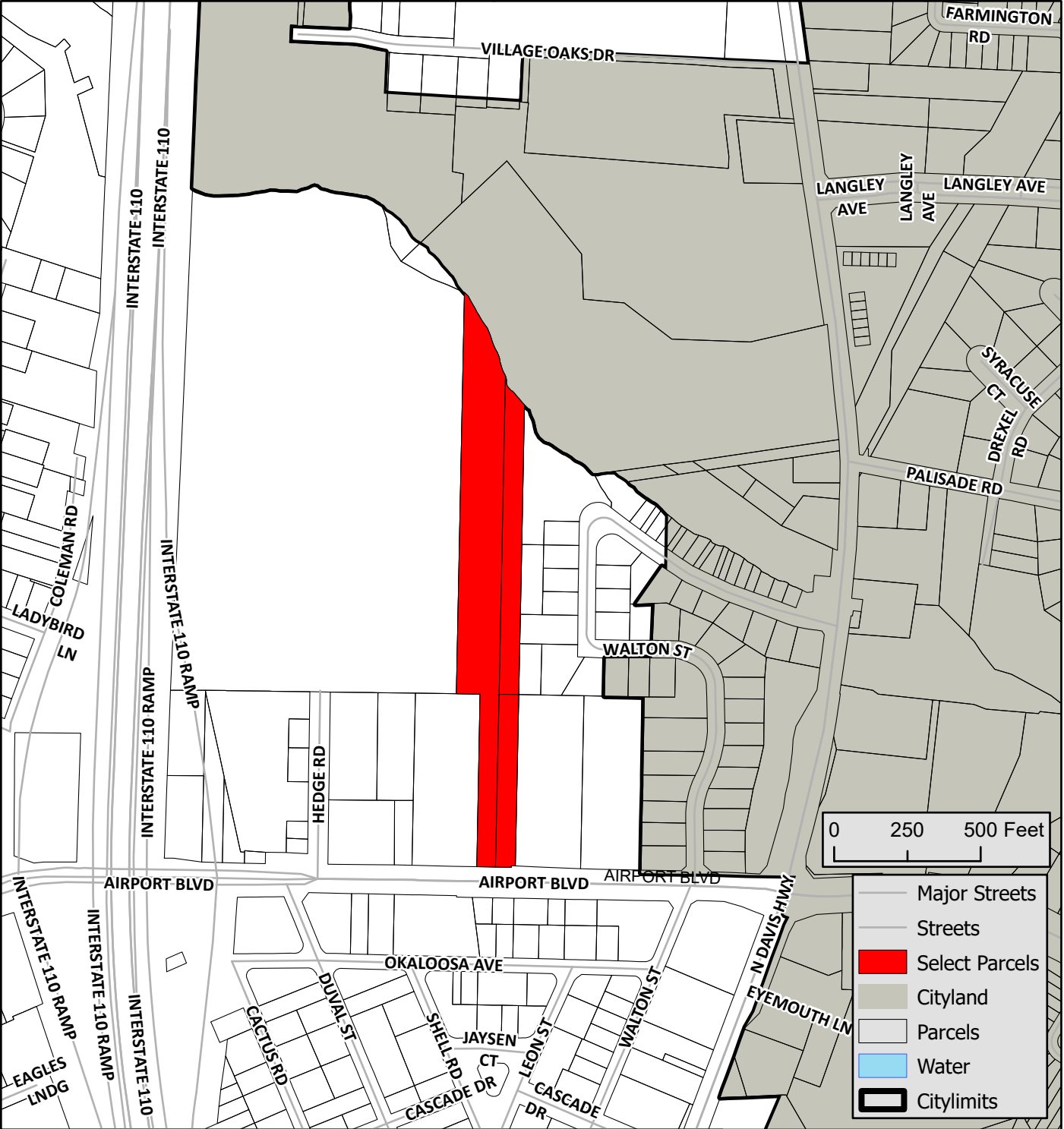
The ownership group intends to build a 200-unit apartment complex on the site. The annexation would be beneficial to the owners as it would grant future residents the benefits of living in the city of Pensacola as opposed to unincorporated Escambia County.

Thank you for your consideration of our request. We look forward to hearing from you.

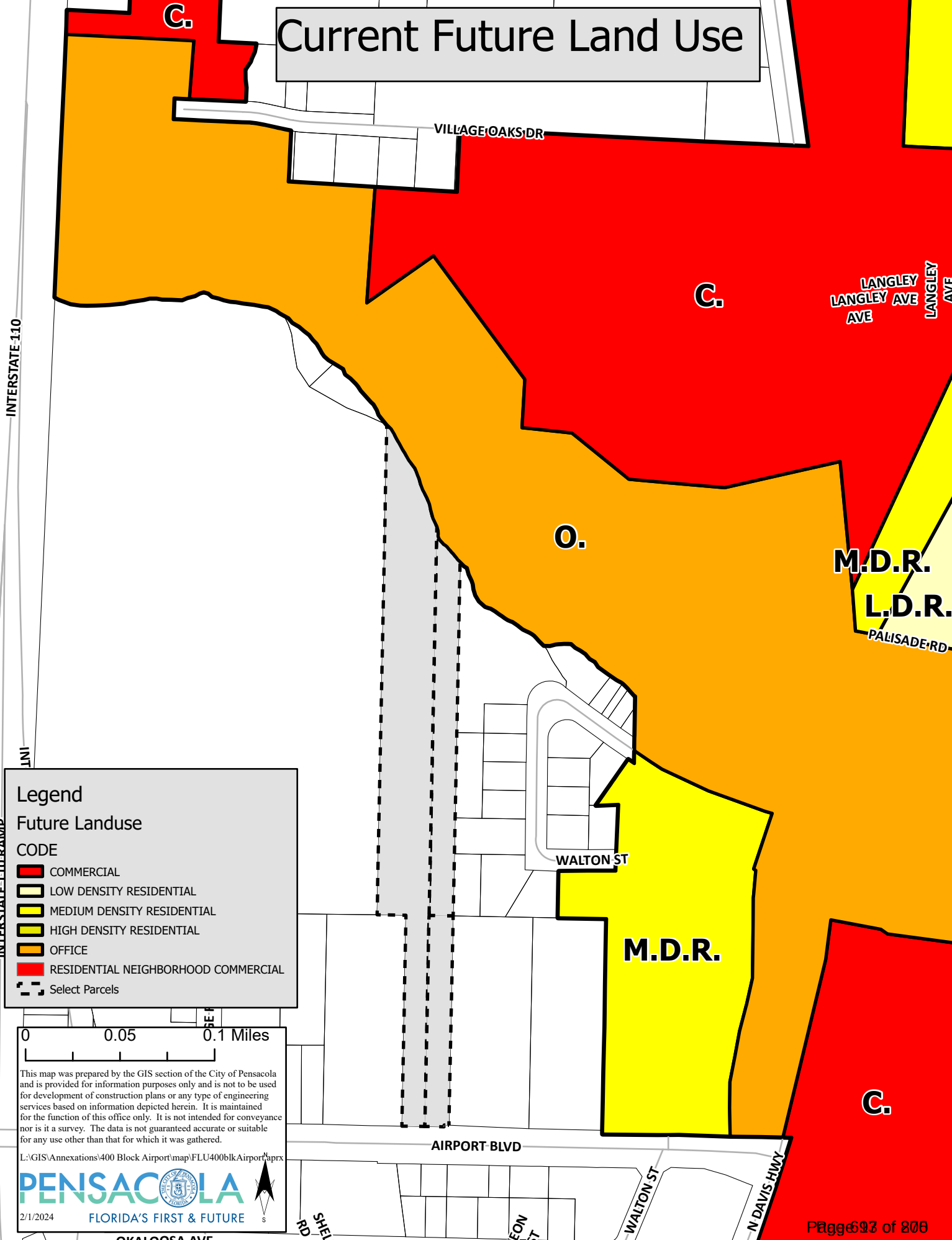
Sincerely,

John Buzzell
Managing Partner – Bearing Point Properties, LLC

Jeff Landry
Managing Member – Airport Apartments, LLC



Current Future Land Use



Legend

Future Landuse

CODE

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- OFFICE
- RESIDENTIAL NEIGHBORHOOD COMMERCIAL
- Select Parcels

0 0.05 0.1 Miles

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

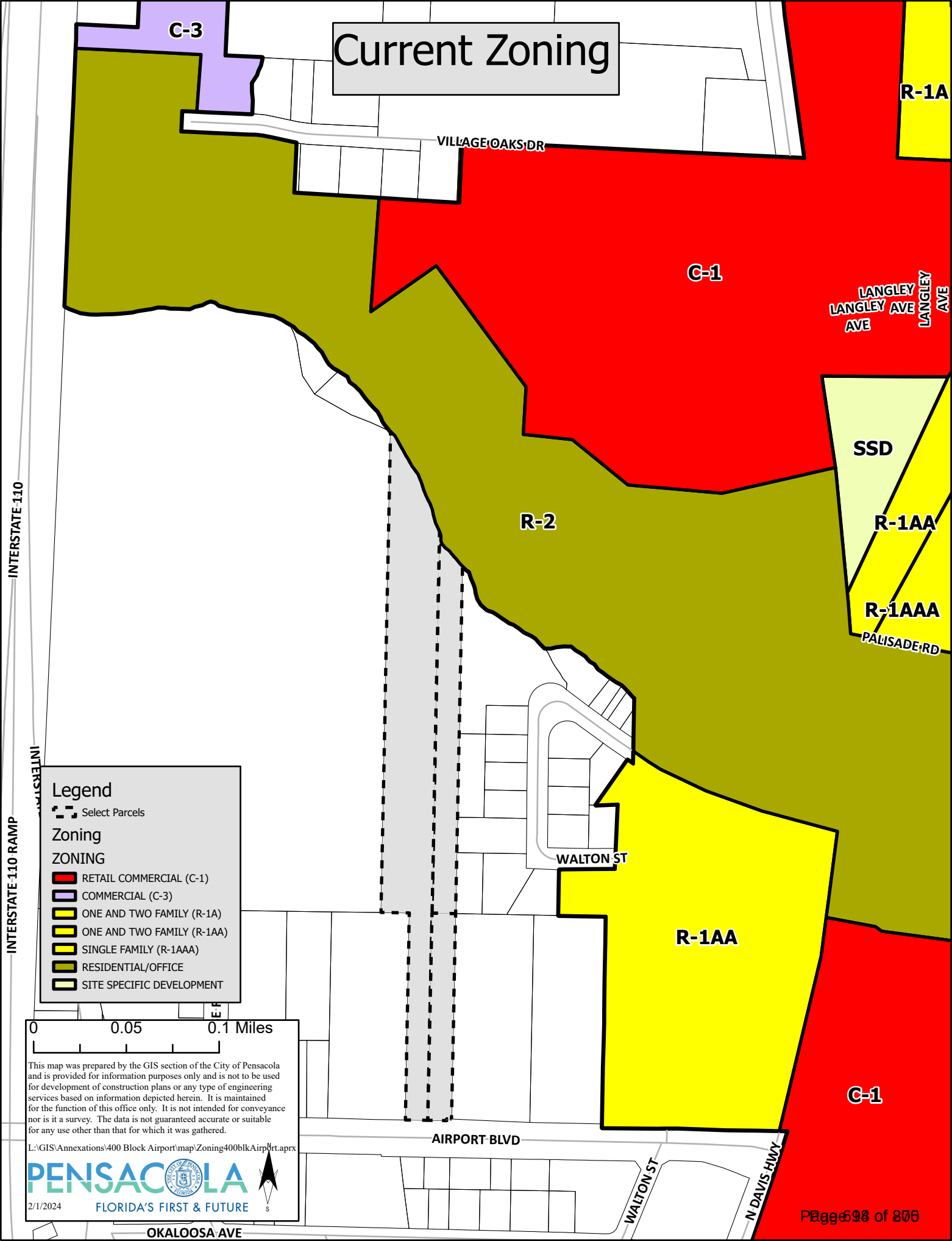
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PENSACOLA
FLORIDA'S FIRST & FUTURE

2/1/2024



Current Zoning



Legend

Select Parcels

Zoning

ZONING

- RETAIL COMMERCIAL (C-1)
- COMMERCIAL (C-3)
- ONE AND TWO FAMILY (R-1A)
- ONE AND TWO FAMILY (R-1AA)
- SINGLE FAMILY (R-1AAA)
- RESIDENTIAL/OFFICE
- SITE SPECIFIC DEVELOPMENT

0 0.05 0.1 Miles

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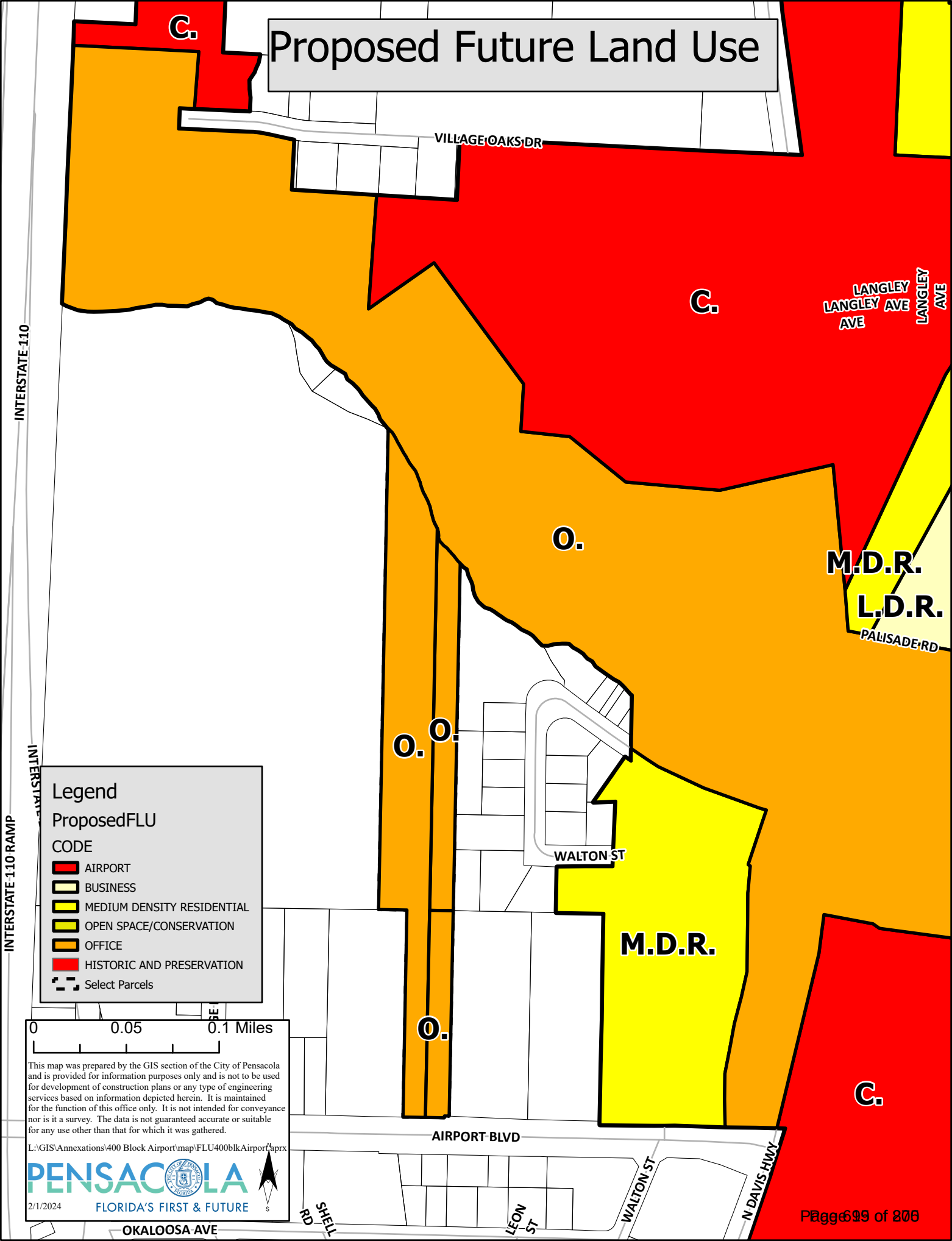
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PENSACOLA
FLORIDA'S FIRST & FUTURE

2/1/2024

OKALOOSA AVE

Proposed Future Land Use



Legend ProposedFLU

CODE

- AIRPORT
- BUSINESS
- MEDIUM DENSITY RESIDENTIAL
- OPEN SPACE/CONSERVATION
- OFFICE
- HISTORIC AND PRESERVATION
- Select Parcels

0 0.05 0.1 Miles

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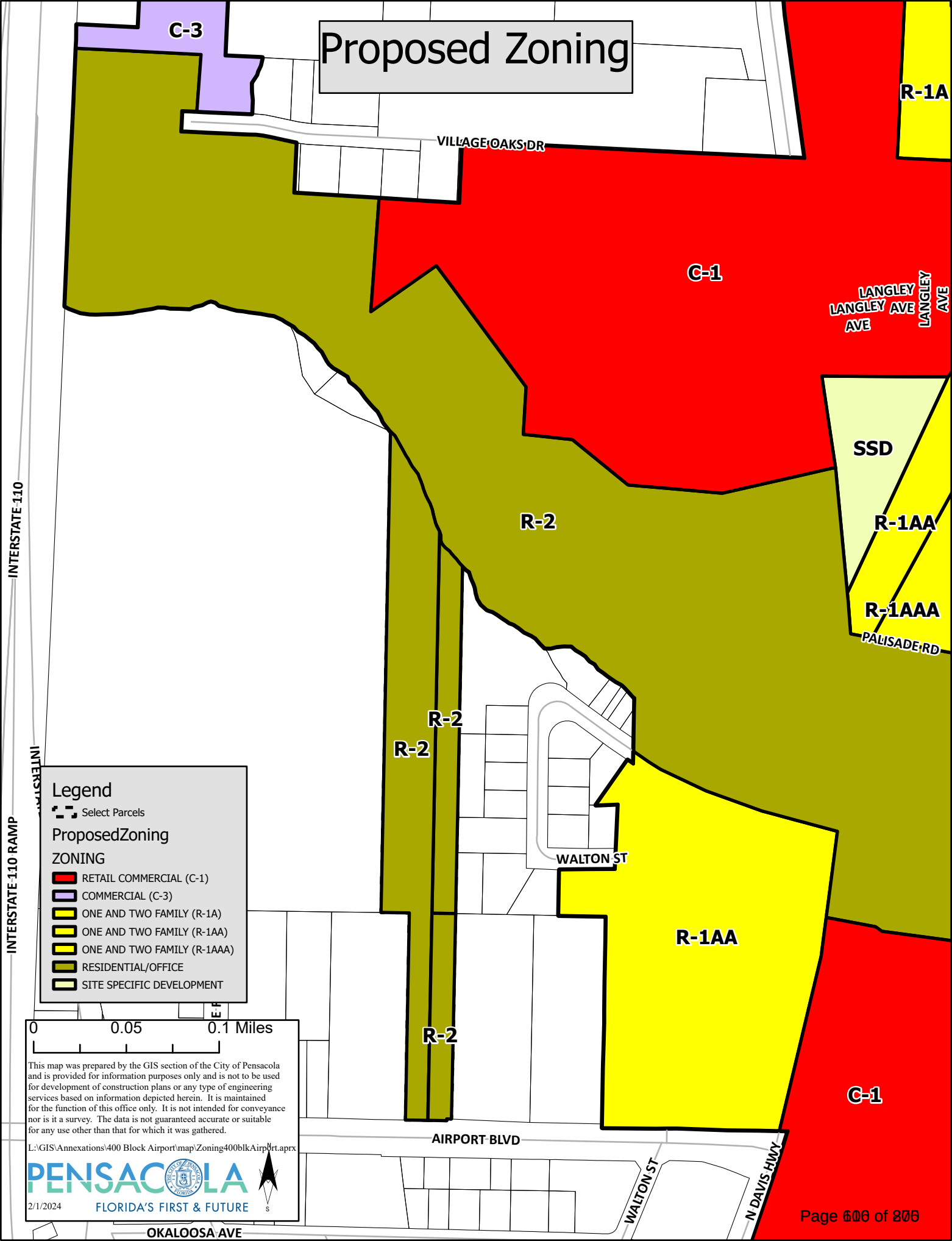
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PENSACOLA
FLORIDA'S FIRST & FUTURE

2/1/2024

OKALOOSA AVE

Proposed Zoning



Legend

Select Parcels

Proposed Zoning

ZONING

- RETAIL COMMERCIAL (C-1)
- COMMERCIAL (C-3)
- ONE AND TWO FAMILY (R-1A)
- ONE AND TWO FAMILY (R-1AA)
- ONE AND TWO FAMILY (R-1AAA)
- RESIDENTIAL/OFFICE
- SITE SPECIFIC DEVELOPMENT

0 0.05 0.1 Miles

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PENSACOLA
FLORIDA'S FIRST & FUTURE

2/1/2024

Sec. 12-3-6. Residential/office land use district.

The regulations in this section shall be applicable to the residential/office zoning district: R-2.

- (1) *Purpose of district.* The residential/office land use district is established for the purpose of providing for a mixture of residential housing types and densities and office uses. Residential and office uses shall be allowed within the same structure. When the R-2 zoning district is located in older, developed areas of the city, the zoning regulations are intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In some cases the R-2 district is also intended as a transition area between commercial and residential uses.
- (2) *Uses permitted.*
 - a. Single-family detached dwellings; two-family attached dwellings (duplexes).
 - b. Single-family attached (townhouse and quadruplex construction) and detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).
 - c. Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.
 - d. Community residential homes licensed by the state department of health and rehabilitative services with:
 1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line.
 2. Seven to 14 residents providing such home is not within 1,200 feet of another such home in a multifamily district, and that the home is not within 500 feet of a single-family zoning district. If it is proposed to be within the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.
 - e. Cemeteries, subject to regulations in section 12-3-85.
 - f. Home occupations, subject to regulations in section 12-3-57.
 - g. Municipally owned and operated parks and playgrounds.
 - h. Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.
 - i. Child care facilities subject to regulations in section 12-3-87.
 - j. Private clubs and lodges, except those operated as commercial enterprises.
 - k. Boarding and lodging houses.
 - l. Bed and breakfast subject to regulations in section 12-3-84.
 - m. Dormitories.
 - n. Office buildings.
 - o. Hospitals, clinics (except animal hospitals and clinics).
 - p. Nursing homes, rest homes, convalescent homes.

- q. Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.
 - r. Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.
 - s. Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.
 - t. Social services homes/centers.
 - u. Banks and financial institutions.
 - v. Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.
 - w. Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.
 - x. Studios as defined in section 12-13-1.
- (3) *Development permitted.*
- a. Conventional subdivision subject to regulations in section 12-3-105.
 - b. Special planned development subject to regulations in section 12-3-106.
- (4) *Regulations.* All developments are required to comply with design standards and are encouraged to follow design guidelines as established in section 12-3-121. Table 12-3.5 describes height, area and yard requirements for the residential/office zoning district:

TABLE 12-3.5. REGULATIONS FOR THE R-2
ZONING DISTRICT

Standards	Within 100 Feet of a Residential Zoning District	More Than 100 Feet From a Residential Zoning District
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	15 feet (Also see Note 1) 5 feet 15 feet	10 feet (Also see Note 1) 5 feet 10 feet
Maximum Building Height (at building setback line)	45 feet	45 feet (Also see Note 2)
Lot Coverage Requirements For All Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units	The maximum combined area occupied by all principal and accessory buildings shall not exceed 50%. (See Note 3)	
Lot Coverage Requirements For All Development Other Than Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units: The maximum combined area occupied by all principal and accessory buildings	Building Height 1—4 stories 5—7 stories (See note 3) 8—9 stories	Building Coverage 30% 25% 20%

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*Front yard depths in the R-2 district shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirements; in case there are no other structures on the block the front yard depth shall not be less than footages noted.

Note 1: Where any use other than a single-family, duplex or zero lot-line development abuts an R-1AAAAA through R-ZL zoning district, there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.
--

Note 2: Above the height permitted at the building setback lines three feet may be added to the height of the building for each foot the building is set back from the building setback lines up to a maximum height of 100 feet. All buildings exceeding 45 feet in height must submit a preliminary development plan that must be reviewed by the planning board and city council pursuant to section 12-3-120.

Note 3: When a mixed residential/nonresidential development is proposed, the lot coverage requirements shall be the most restrictive of the proposed uses.
--

(5) *Additional regulations.* In addition to the regulations established above in subsection (4) of this section, all R-2 developments will be subject to, and must comply with, the following regulations:

- a. Supplementary district regulations subject to regulations in sections 12-3-55 through 12-3-69.
- b. Off-street parking subject to regulations in chapter 12-4.
- c. Signs subject to regulations in chapter 12-5.
- d. Tree/landscape regulations subject to regulations in chapter 12-6.
- e. Stormwater management and control of erosion, sedimentation and runoff subject to regulations chapter 12-8.

(Code 1986, § 12-2-6; Ord. No. 6-93, § 4, 3-25-1993; Ord. No. 29-93, § 4, 11-18-1993; Ord. No. 3-94, § 2, 1-13-1994; Ord. No. 33-95, § 2 (exh. 1), 8-10-1995; Ord. No. 9-96, §§ 2, 3, 1-25-1996; Ord. No. 45-96, § 2 (exh. 1), 9-12-1996; Ord. No. 6-02, § 2, 1-24-2002; Ord. No. 13-14, § 1, 3-27-2014; Ord. No. 10-15, § 1, 5-14-2015; Ord. No. 05-16, § 1, 2-11-2016)



MINUTES OF THE PLANNING BOARD
February 13, 2024

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

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Assistant City Attorney Lindsay, Assistant City Administrator Forte, Help Desk Technician Russo, Development Services Director Morris, City Surveyor Odom, Development Services Coordinator Statler, Executive Assistant Chwastyk, Assistant Airport Director Remington, Administrative Assistant Partington

STAFF VIRTUAL: None

OTHERS PRESENT: Douglas Wassmer, DD Gomes, Henry Gomes, Carol Conde, Renee Wilhoit, Chris Wilde, John Bullock, Royiv Rayah, Verkat Kardi, Ashok Ailtharaju, Bob Gerold, Joseph Kyle, Shankar Gadupudi, Chris Tonn, Tony Jones, Charles Liberis, Brian Spence, James Gulley, Ronnie Mart, Jawad Ayyad, Ibrahim Ayyad, Alan Gray, Amir Fooladi, Calli Sivils, John Buzzell

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 9, 2024
- **New Business:**
- Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD
- Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 Elkton Street, Zone R-1A
- Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC
- Conditional Use Permit for Communications Tower – 2650 Creighton Road, Zone C-

- 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 Van Hoose made a motion to approve the January 9, 2024, minutes, seconded by Board Member Sampson, and it carried 6:0.

New Business –

Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD

Assistant Planning & Zoning Manager Harding introduced the item. SMP Architecture is requesting conceptual aesthetic review for a new 48-unit residential development with parking. Since this item is for conceptual review, staff has not examined the preliminary renderings for strict compliance with the Gateway Redevelopment District standards, stormwater requirements, landscaping, etc. At this time, the applicants are only asking for the board's feedback regarding the overall design, massing, and siting of the project and its features. This application has been routed through the various City departments and utility providers.

The purpose of the Gateway Redevelopment District was read to the board members. Brian Spencer of SMP spoke to the board. The parcel backs up to C-3, near Bagel Heads and across from the site is the back of South Market Restaurant, all businesses within the area were mentioned. Mr. Spencer point out that there's more redevelopment opportunity in GRD since a common theme among other developments is not present. Phillip Partington of SMP addressed the board next. He presented more slides for the board to view and went over what is allowed in zoning district GRD, feeling this is an appropriate use for this property; proposing 96-units, 48-units per building which is about half of the maximum density allowed. Off-street parking requires 1 space per unit, they will have 96-units they and will be providing 240 spaces all within the footprint of the building. Mr. Partington went over the required setbacks, 10 feet on Gregory side and 5 feet on other boundaries. Primary access is on Heinberg, along they may look at providing access on Old Gregory to the east of where the bridge comes in at, they would have to get FDOT approval since it's a state road, but for now access will be on Heinberg. The way they want to build will provide view corridors with 64 percent lot coverage, they will be 40 percent open. The design team met with City Arborist, and designed around a massive tree in the middle, they are preserving a number of trees and will mitigate if necessary. Board Member Grundhoefer asked about material being used and why they are no longer making it white, Mr. Partington felt it was too much white so they are using a warm mahogany tone of stucco. They plan on using a screen type material for the green wall to grow on. Balconies will have restrictions; those will be addressed in covenants. They will try to get access to Gregory towards the eastern end of their property. The pumphouse is owned by Pensacola Energy, they own property all around. It was confirmed that Gregory is a state road, any changes would have to have prior approval from the FDOT. Exit and entrance will be on Heinberg, no plans to widen. Board Member Powell appreciated the applicant

going line by line through the code. Board Member Van Hoose appreciated the representative pictures presented and inquired if they were committed to the colors in the renderings. Mr. Partington replied yes, though there may be minor changes. The development will have a deep pile foundation, so they are not concerned with noise of train tracks. Mr. John Bullock spoke and has concerns about the access only being on Heinberg since there's a possibility of 240 more cars on Heinberg with this new development. He feels a traffic study should be done. Mr. Alan Gray also spoke and hopes this will be looked at favorably. Mr. Chris Tonn spoke and has traffic concerns for Heinberg as well, and welcomes additional traffic studies. City of Pensacola transportation planner is aware of project and will be kept in the loop and will be speaking to those associated with the project. Brian Spencer mentioned the condo residents have a fluid schedule, not concentrated at specific times for those concerned about the traffic. The board offered the applicants ideas and concepts of the board's interpretation and observations and that the applicants will take those to heart. **Board Member Powell made the motion to recommend conceptual approval, seconded by Vice Chairperson Larson, and it carried 6:0.**

Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 BLK Elkton Street, Zone R-1A

Assistant Planning & Zoning Manager Harding introduced the item. A request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels under a single ownership. The purpose is to develop the parcels as a subdivision which will also be reviewed by Planning Board in the future. This application is a rehearing, and the original application was presented in August 2023 where the board voted 6-0 to "deny the application without prejudice and to allow the applicant to return to Planning Board to verify concerns heard by the public". The applicant has had further discussions with neighbors. This request has been routed through the various City departments and utility providers. Mr. Charles Liberis, the applicant, addressed the board. The property is to the east side of Bayou Chico, has a right-of-way that has never been used. A vacation will not impact the neighbors to the north since they have an exit to the north of their property. He asked that the board please reconsider. Board Member Grundhoefer asked if access to water has been resolved, Liberis stated it has not been resolved and it's private property, any one going to the water that way is trespassing. This is a city right-of-way, if the vacation is approved, it will be basically deeded to the property owner or applicant. The board members had a discussion regarding access for properties surrounding the property in question. What has changed from the last meeting is the homeowner that had concerns, no longer has those concerns. Ms. Renee Wilhoit spoke and stated that would have a problem if she will be land locked if this approved. She's not against this item, she just does not want it to affect her negatively. No one uses the right-of-way currently. The homes located at 3501 and 3505 Marques still have access to public right-of-way if this vacation goes through. Staff confirmed that Ms. Wilhoit's property would not be impacted as a result of a vacation. Mr. Douglas Wassmer spoke and felt that there's no water access on Marques Street. Chairperson Ritz reiterated that his comment did not apply to the item they are discussing. Board Member Grundhoefer asked if the City could clean this right-of-way up, Assistant City Attorney Lindsay replied that it requires private parties to resolve it, but the city would cooperate in any way they can. **Board Member Grundhoefer made**

a motion to approve, seconded by Board Member Van Hoose and it carried 6:0.

Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA

Assistant Planning & Zoning Manager Harding introduced the item. Rajiv Rajah is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1421 N. 6th Avenue (total of two parcels) and 1419 N. 6th Avenue. The properties are currently zoned R-1AA, Medium-Density Residential Zoning District, and the existing Future Land Use (FLU) designation is MDR, Medium-Density Residential. The applicant is proposing to amend the zoning district to R-NC, Residential/Neighborhood Commercial Zoning District, and the FLU to Residential/Neighborhood Commercial Land Use. The properties are currently “existing nonconforming” in terms of land use and setbacks. If approved, the desire is to bring the lots into zoning compliance with the intent to later subdivide, since the requested zoning would accommodate smaller setbacks and lot requirements. This application has been routed through the various City departments and utility providers. Currently R-1AA zoning allows for single-family detached, duplexes, townhomes, cemeteries, churches and currently one of the lots has three single family detached residences which would not be normally permitted in this zoning district. R-NC allows for residential design manufactured homes, retail food and drugstore, personal service shops, clothing and fabric stores, specialty shops, floral shops, bakeries, health clubs, martial arts studios, laundromats, outdoor sales of trees and shrubs and any uses permitted in R-2. It was reiterated that the board is not approving a project, they are reviewing a proposed change to the zoning, and any of those allowed uses could become by right allowed if this goes through to city council. This would have two readings before city council since ordinances are involved. Mr. Rajiv Rajah, the owner of the parcels was there to address the board. Board Member Grundhoefer wanted clarification, R-1AA does not allow multi-family, but it's already there. Multi-family is treated as commercial. All lots have structures on them, none are vacant. Board Member Van Hoose inquired as to why he needed the rezoning, applicant replied he was under the impression that it had to be rezoned in order to be able to split the lot to bring it into compliance. If existing houses remain it would be exempt from the CRA overlay requirements, defer to underlying zoning districts for minimum lot sizes. A discussion began about if re-platting the parcels would then bring it into compliance. The board discussed how R-2 is less intensive than R-NC, the board may suggest going to R-2 instead and it would be legal since it would be transitional zone and not spot zoning. Board Member Grundhoefer stated he will not support R-NC, but will support R-2. The applicant still has the ability to lobby for his original request when it goes before city council despite what the board recommends. Board Member Van Hoose stated she sees on the map R-NC on Davis and 6th, also that zoning only changes if an applicant requests it. This will go before city council on March 21st. **Mr. Vice Chairperson Larson made the motion to recommend approval to amend the subject properties to a transitional ‘R-2’ zoning district and a future land use designation of ‘O’. Board Member Grundhoefer recommended that language be added to state that Planning Board felt the original request to rezone the property to R-NC (with a future land use of RNC) was too intense of a designation from a 6th Avenue frontage, and therefore suggest that ‘R-2’ and ‘O’ be designated instead since it is less intensive. Chairperson Ritz agreed and added that amendment to ‘R-2’ and ‘O’ would act as transitional zoning and that it still works with the applicant’s desired use of the property. Vice Chairperson Larson amended his motion to reflect**

these statements. Board Member Powell seconded the motion and it carried 6:0. Mr. Tony Jones lives adjacent to property and spoke in opposition to R-NC and R-2. He feels there's already not enough parking and this would cause other issues. He stated he would be sure to speak at the city council against this request. He's at liberty to bring as many of his neighbors to the council meeting to voice their concerns. Chairperson Ritz stated that despite his concerns he doesn't feel it would have changed the outcome. The board was asked to confirm if Mr. Jones' comments would have changed their decisions, and all board members present verbally agreed that it did not and that the board's motion stands.

Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC

Assistant Planning & Zoning Manager Harding introduced the item. Bearing Point 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 annexation request for the subject parcels took place at the February 8, 2024, City Council meeting. The parcels are contiguous to the city limits, located along Airport Blvd, and encompass approximately 7.5 acres. The request indicates that the future plans for the property are to develop a 200-unit apartment complex. These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation. The city reviewed the adjacent zoning districts for the proposed use as multiple-family attached dwellings and recommends "Residential/Office Land Use District" (R-2) for the new zoning district and "Office" (O) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. Currently, Escambia County has it zoned as Commercial. There are no issues with the proposal, only if we were creating an enclave and we are not doing that. The board reviewed the map and the surrounding zones of those parcels. They chose R-2 because it is adjacent to existing R-2, and it allows multi-family without allowing all the heavy commercial uses aligning with the developer's request and intended development of the property. **Vice Chairperson Larson made the motion to recommend approval. Chairperson Ritz clarified that the motion was to recommend a zoning district of 'R-2' and a future land use of 'O' as proposed. It was further clarified that 'R-2' was an appropriate zoning assignment for the parcels since they were contiguous to other properties in the city zoned 'R-2' and 'O'. Board Member Powell seconded the motion and it carried 6-0.**

Conditional Use Permit for Communications Tower—2650 Creighton Road, Zone C-1

Assistant Planning & Zoning Manager Harding introduced the item. SBA Communications along with its service provider, Verizon Wireless, has requested a Conditional Use Permit for a Communication Tower at 1224 Creighton Road (Walmart Supercenter site). This property is currently zoned Commercial (C-1), which permits this use by the granting of a Conditional Use Permit. The proposed tower will be a 90-foot-tall monopole with a 5-foot-tall lighting rod, for a total height of 95 feet. Section 12-3-108 of the Land Development Code addresses this use with specific site plan requirements which have been included in this packet for review. This application has been routed through the various City departments and utility providers, including the Airport who have no objections so long as the total height of the tower is no taller than 95 feet and so long as the structure contains red obstruction lights. Assistant Planning & Zoning Manager Harding read aloud the six standards for approval of conditional use, they are as follows: 1) The proposed use shall

be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map, or regulation adopted by the city council. 2) The proposed use will not adversely affect the public health, safety, or welfare. 3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses. 4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection. 5) The proposed use will not create undue traffic congestion. 6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment. Harold Timmons, representing Tower Engineering Professionals presented the board with a slide presentation. The presentation includes why they feel the site is needed and the goal of the site. Development details were provided in the presentation; some of those provided where ingress/egress will be from Creighton Road, along an existing drive aisle located within a 20' non-exclusive access and utility easement, visitation limited to equipment support/maintenance personnel, signage is limited to safety and tower owner contact information, and lighting is required for air safety navigation. The tenant will be Verizon Wireless. The tower will be located on a part of Walmart's property that they do not utilize. Harold Timmons mentioned that Verizon complies with all Federal, state, and local requirements. The lighting on the structure is a safety feature for small aircraft that is being required by the local airport director. Board Member Sampson wanted to know why they chose that location since it's in direct path of aircraft. Harold Timmons replied, SBA has a relationship with Walmart, its heavy retail, highly commercial area, and they are willing landowners. Walmart selected the spot for the tower, it suits their needs, it's the best location to have the least amount of impact. They make sure to obtain approval from the FAA, they provide a notice of hazard of air navigation after they have studied it to make sure it's acceptable. They are bound to build what is approved by the board; they will abide by that. If they need to come back to the board for an amendment. Assistant Airport Director of Planning & Engineering Remington stated they look very closely at proposals such as this. They worked with the client to get the tower below an acceptable height from their standpoint. Their primary concern is the safety of passengers flying from the airport. It was looked at from an IFR standpoint which resulted in them lowering the height of the tower, they looked at it from a 1,000-foot extension on an 8,000 foot runway. They looked at it as if it existed today and if it was extended in the future, it would not be in conflict with the runway as it is today and in the future. Bob Gerold lives in the area, he would like the tower moved back, he does not want the red blinking light coming into his front window and feels it's an intrusion into their neighborhood. Assistant Airport Director Remington stated the obstruction lighting was a request from the airport to prevent aircraft from striking the tower, they can shield that obstruction light from the bottom so that those on the ground can't see it, it would only be visible to aircraft. Carole Conde, resident close to Walmart spoke out against the tower being put in that location, if it has to be put there, please move it to a different location in the parking lot. Chris Wilde just asked the board to consider the families that live in the neighborhood. Harold Timmons went over some of the photos in the slide presentation, he feels the trees in the neighborhood will block the visibility of the tower for the neighborhood. There has not been any discussion with Walmart about moving the tower, he feels they would not be open to doing so, they usually want you in an area they do not utilize. He will make sure to have that conversation with Walmart to see if they are willing to move it and they are willing to look at what they can do to mitigate the lighting on the

structure such as shielding that meets the Airports requirements. Airport Assistant Director Remington went over the calculations for determining the height differential for moving the tower closer to the airport. They will do some research of examples of the lights with the shields to see how it looks from a neighbor's standpoint. The red light would be a steady burning red light not a strobing light, it would always be on. The lower they take the tower the less carriers would be able to utilize the tower. The board went back over the six standards to approve the conditional use request. Assistant Airport Director Remington had made a comment earlier just because it's legal doesn't mean it's a good idea, he expanded on that comment. Building towers of any type in the direct approach of a runway is not a sound planning principle. In this instance, they have been careful to try and ensure what the requirements are for the FAA. More discussion took place regarding what would have to be done for the neighbors to help them be more accepting of the tower. Board Member Grundhoefer stated that they have met all the requirements and zoning allows for this use. Assistant Planning & Zoning Manager Harding mentioned that regardless of what the board decides, it will go before the city council. As with all conditional uses, the city reserves full authority to deny any request for a conditional use or to impose reasonable conditions on that use. **Chairperson Ritz made the motion to recommend approval of the conditional use of the tower at its current height, and that the applicant investigate using shields for the illuminated red lights as described by the Airport's representative. Board Member Grundhoefer seconded the motion and it carried 4-2, with Board Member Van Hoose and Vice Chairperson Larson dissenting.**

Open Forum – none

Discussion

Planning & Zoning Manager Cannon gave an update on the LDC assessment by Inspire and the five-day working sessions. All the information is with Inspire Placemaking to put into a report to come back to staff to make comments. The project is on track to come before the board in May for an informational presentation. Board Member Van Hoose stated that they did a great job with assessment. Staff then went over items that the board voted on that went before city council.

Adjournment – With no further business, the Board adjourned at 5.10 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-230

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 7-24 ZONING MAP AMENDMENT – RECENTLY ANNEXED PROPERTY - 422, 424, AND 400 BLOCK OF AIRPORT BOULEVARD

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 7-24 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City recently approved the annexation of properties located at 422, 424, and 400 Block of Airport Boulevard. The annexation necessitates an amendment to the City's Zoning and Future Land Use Maps to include the subject properties. The recommended zoning district is "Residential/Office Land Use District" (R-2) with a corresponding Future Land Use designation of Office (O).

On February 13, 2024, the Planning Board voted 6:0 to recommend approval of the request.

PRIOR ACTION:

City Council granted final approval of the annexation request on February 8, 2024.

FUNDING:

N/A

FINANCIAL IMPACT:

The City would receive stormwater and franchise fees and where applicable, ad valorem and

public service tax revenues from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

2/13/2024

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

ATTACHMENTS:

1. Proposed Ordinance No. 7-24
2. Business Impact Analysis Report - Proposed Ordinance No. 7-24
3. Letter Requesting Annexation, Zoning and FLUM Designation
4. Planning Board Minutes - 2/13/2024

PRESENTATION: No

PROPOSED
ORDINANCE NO. 7-24

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on March 21, 2024, concerning the following proposed zoning classification affecting the annexed property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

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.

is hereby zoned R-2 – Residential/Office Zoning District.

A map depicting the newly annexed area, to be zoned R-2 as provided herein, 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 provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby

repealed to the extent of such conflict.

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

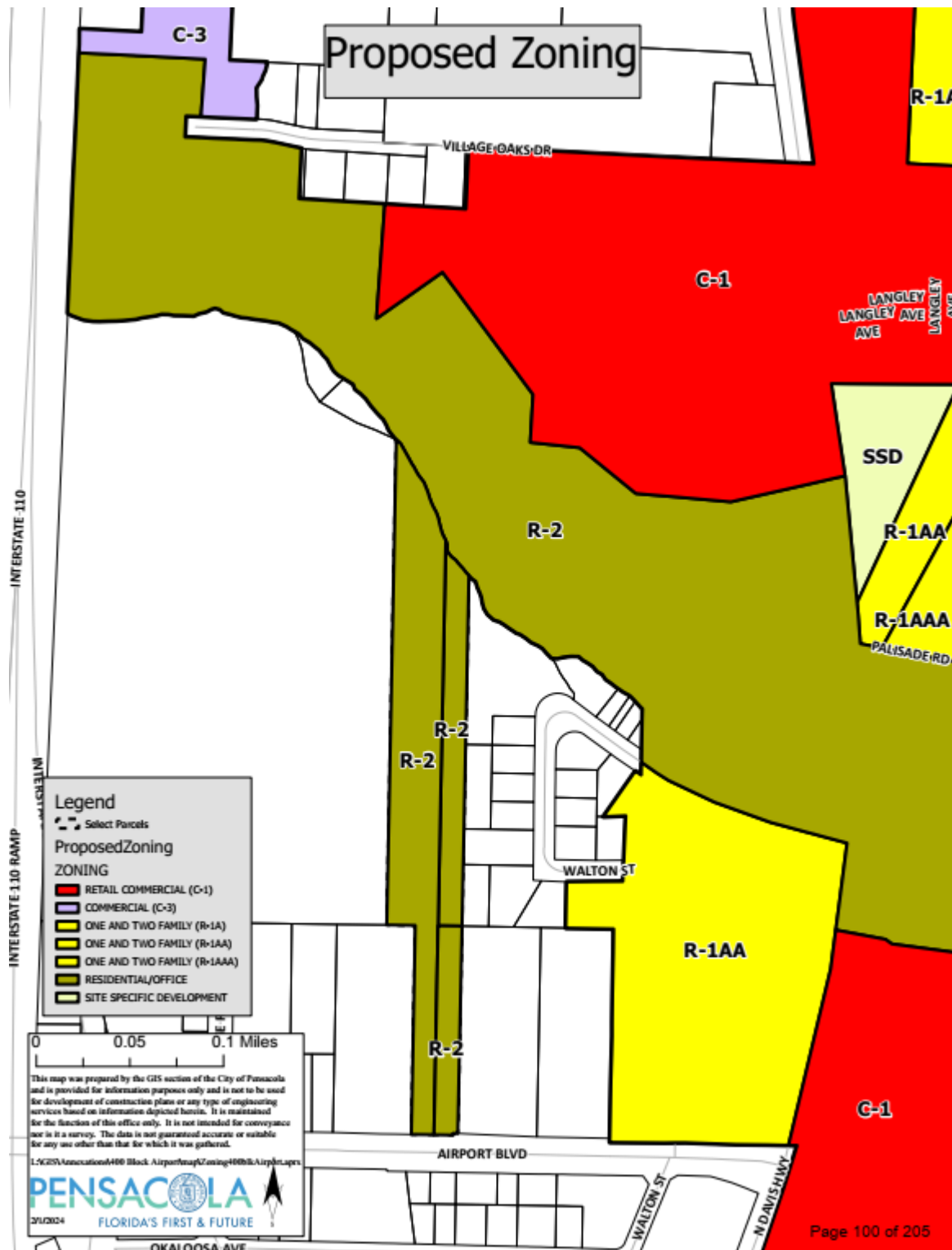
Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

Exhibit A.





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. 7-24. AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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.):



BEARING POINT
PROPERTIES

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.

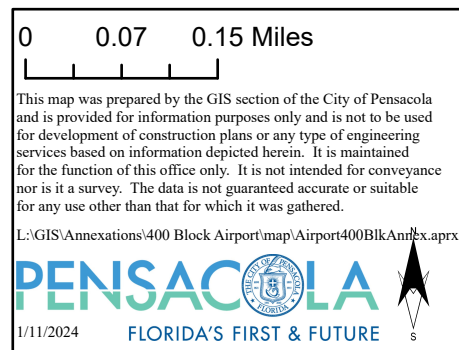
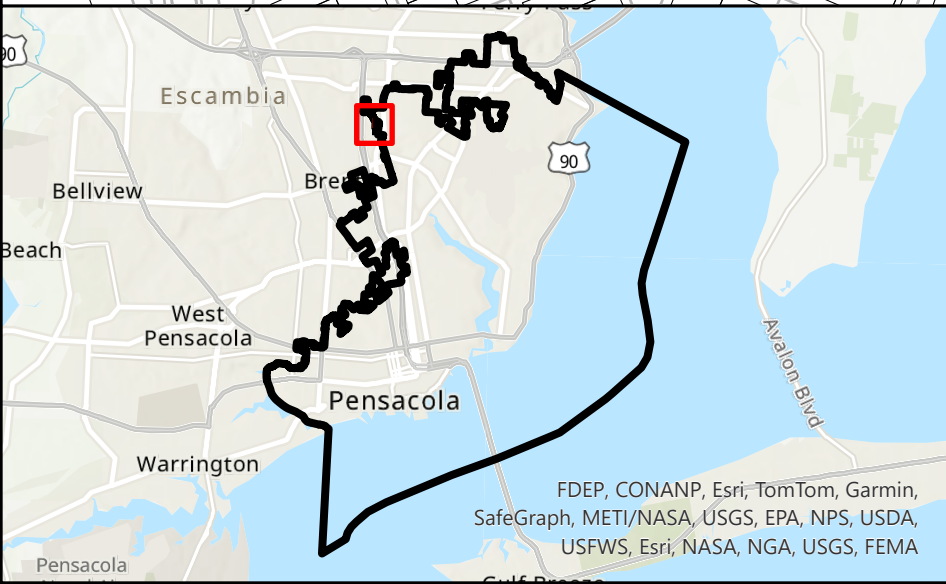
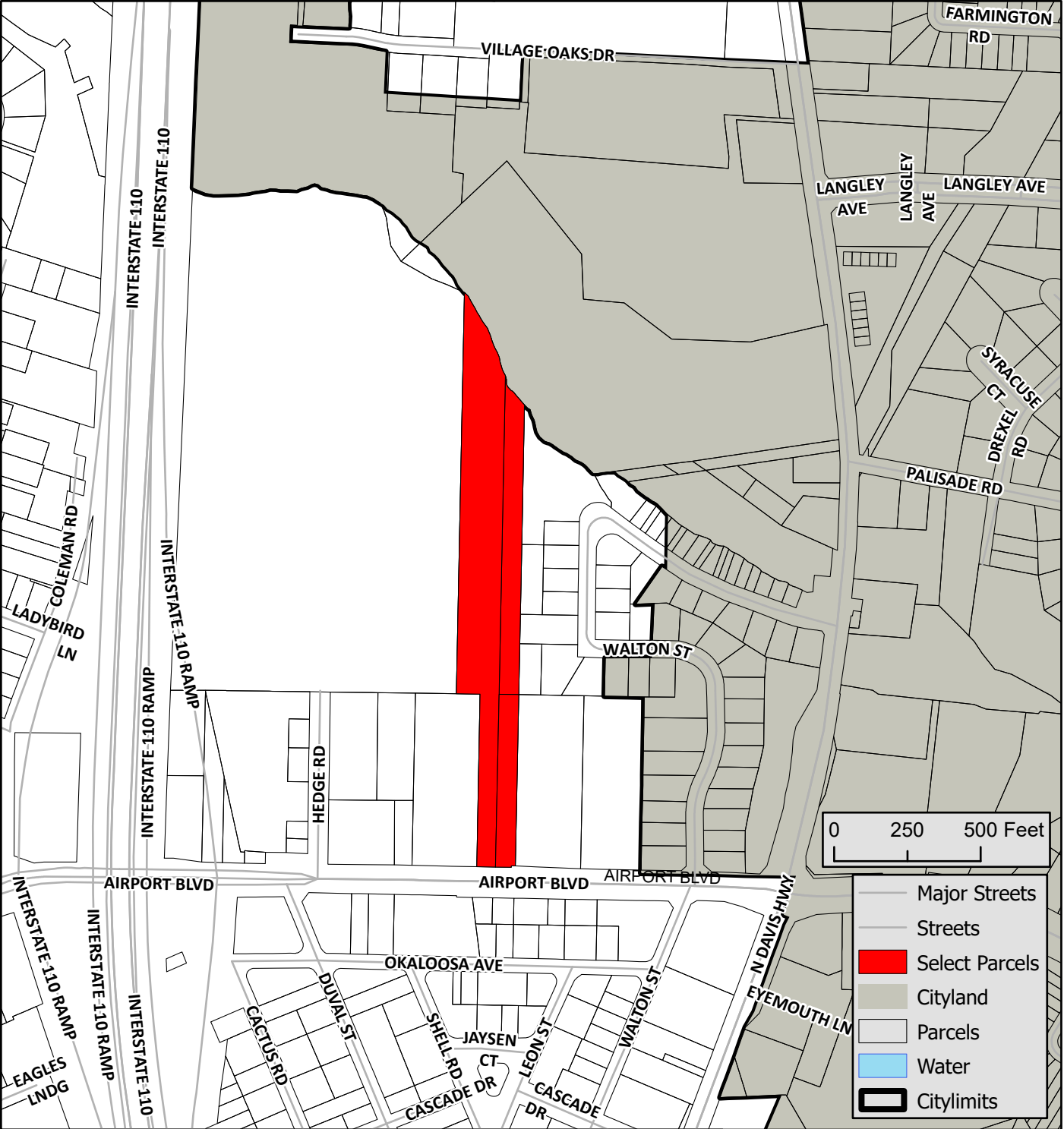
The ownership group intends to build a 200-unit apartment complex on the site. The annexation would be beneficial to the owners as it would grant future residents the benefits of living in the city of Pensacola as opposed to unincorporated Escambia County.

Thank you for your consideration of our request. We look forward to hearing from you.

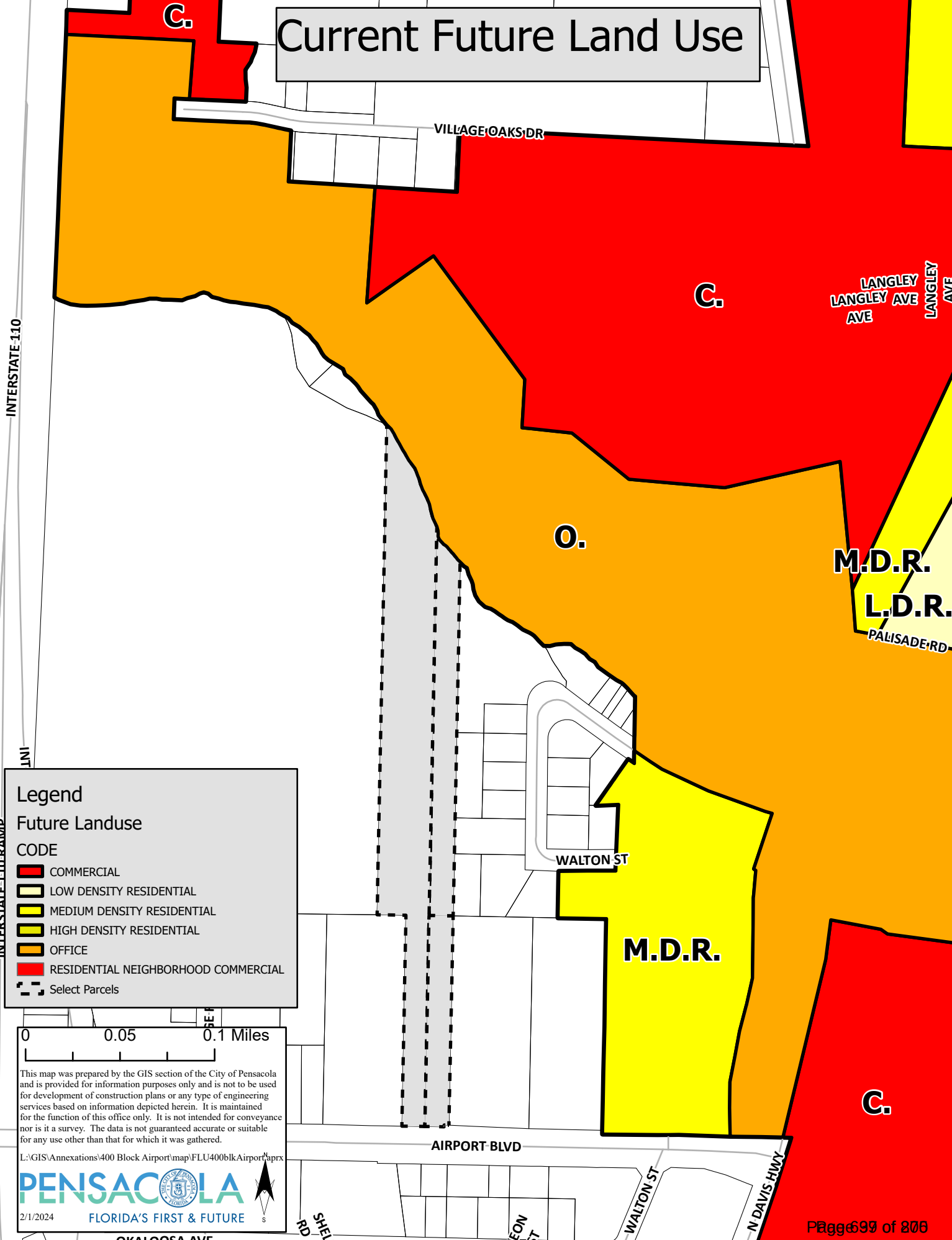
Sincerely,

John Buzzell
Managing Partner – Bearing Point Properties, LLC

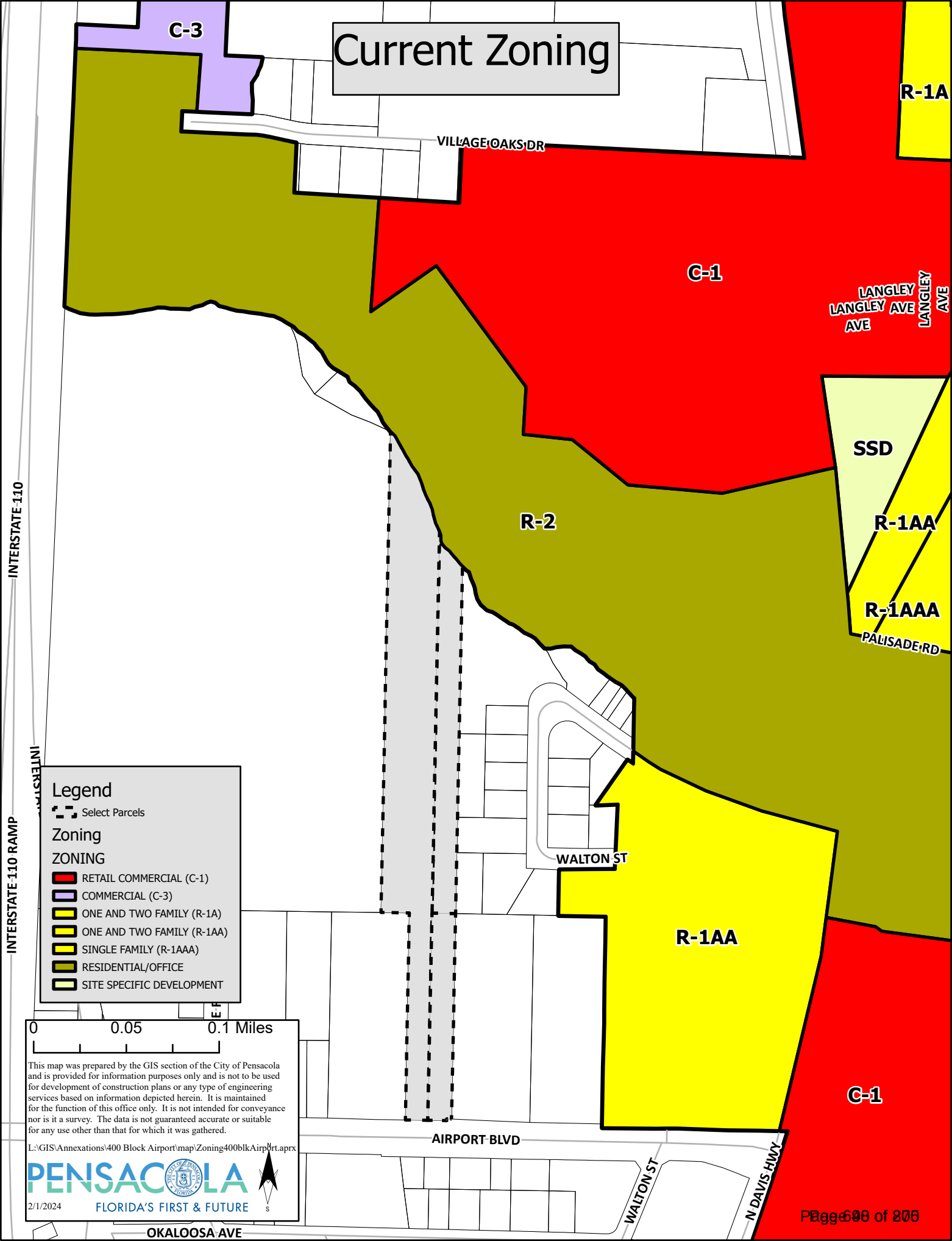
Jeff Landry
Managing Member – Airport Apartments, LLC



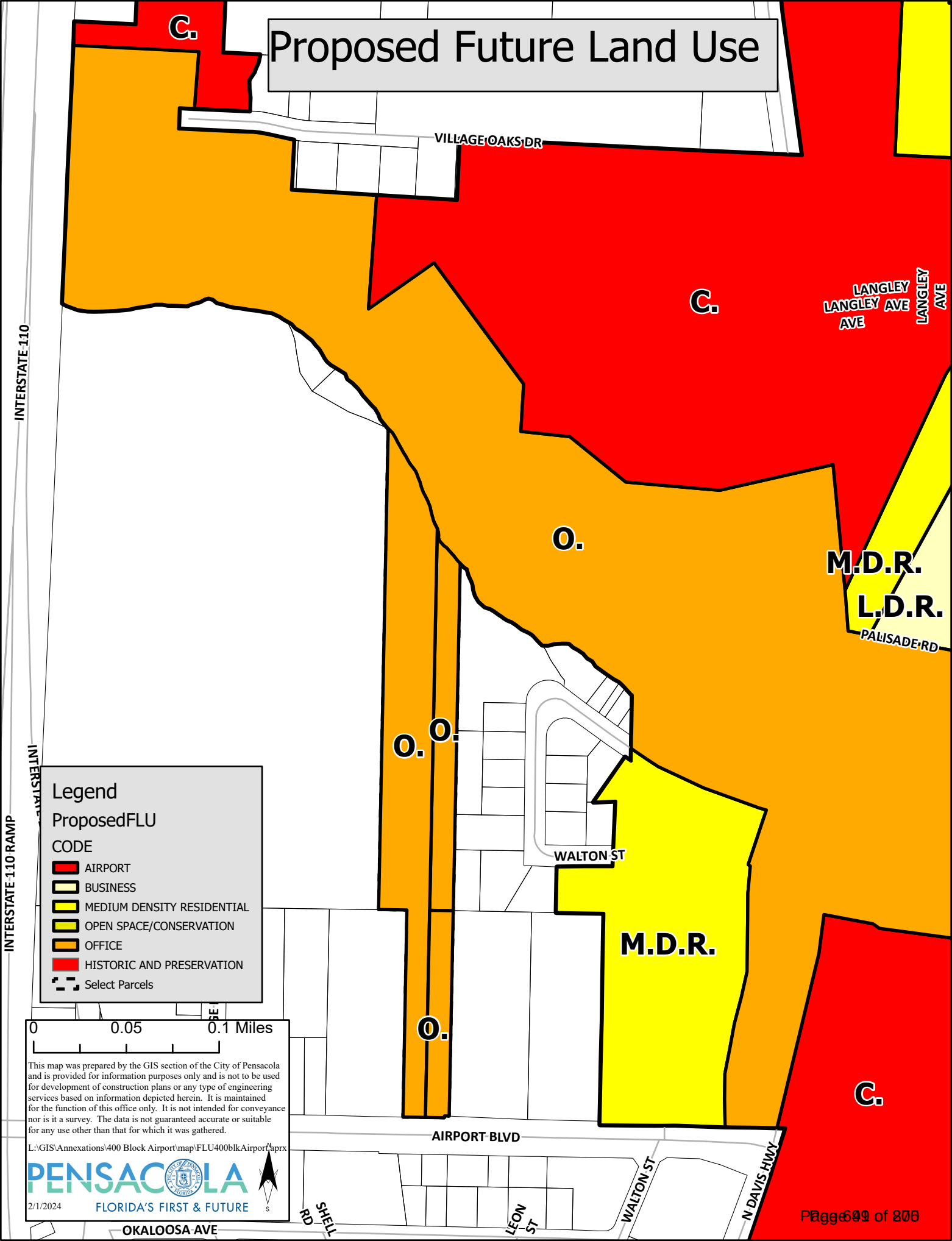
Current Future Land Use



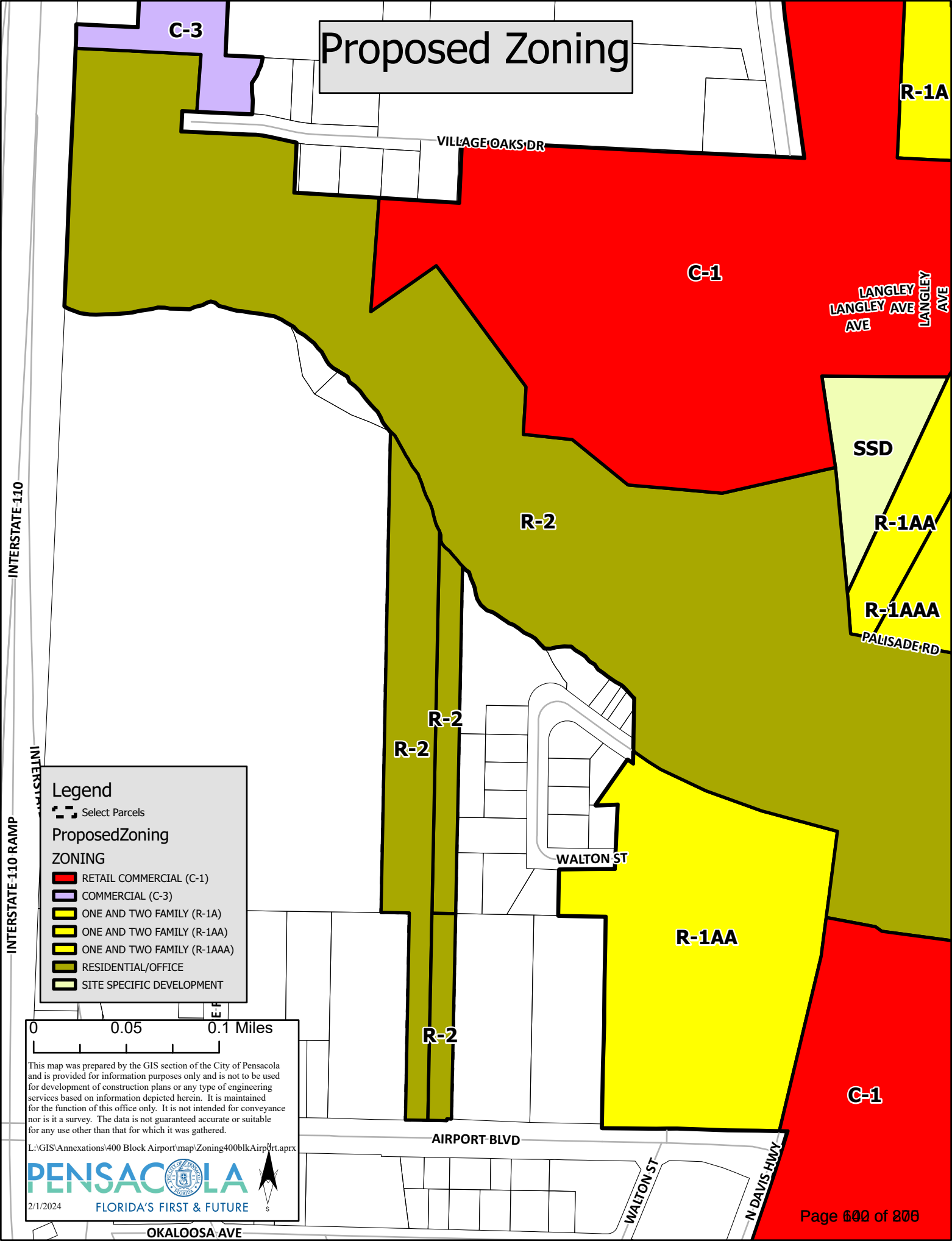
Current Zoning



Proposed Future Land Use



Proposed Zoning



Legend

Select Parcels

Proposed Zoning

ZONING

- RETAIL COMMERCIAL (C-1)
- COMMERCIAL (C-3)
- ONE AND TWO FAMILY (R-1A)
- ONE AND TWO FAMILY (R-1AA)
- ONE AND TWO FAMILY (R-1AAA)
- RESIDENTIAL/OFFICE
- SITE SPECIFIC DEVELOPMENT

0 0.05 0.1 Miles

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Annexations\400 Block Airport\map\Zoning400blkAirport.aprx

PENSACOLA
FLORIDA'S FIRST & FUTURE

2/1/2024

Sec. 12-3-6. Residential/office land use district.

The regulations in this section shall be applicable to the residential/office zoning district: R-2.

- (1) *Purpose of district.* The residential/office land use district is established for the purpose of providing for a mixture of residential housing types and densities and office uses. Residential and office uses shall be allowed within the same structure. When the R-2 zoning district is located in older, developed areas of the city, the zoning regulations are intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In some cases the R-2 district is also intended as a transition area between commercial and residential uses.
- (2) *Uses permitted.*
 - a. Single-family detached dwellings; two-family attached dwellings (duplexes).
 - b. Single-family attached (townhouse and quadruplex construction) and detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).
 - c. Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.
 - d. Community residential homes licensed by the state department of health and rehabilitative services with:
 1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line.
 2. Seven to 14 residents providing such home is not within 1,200 feet of another such home in a multifamily district, and that the home is not within 500 feet of a single-family zoning district. If it is proposed to be within the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.
 - e. Cemeteries, subject to regulations in section 12-3-85.
 - f. Home occupations, subject to regulations in section 12-3-57.
 - g. Municipally owned and operated parks and playgrounds.
 - h. Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.
 - i. Child care facilities subject to regulations in section 12-3-87.
 - j. Private clubs and lodges, except those operated as commercial enterprises.
 - k. Boarding and lodging houses.
 - l. Bed and breakfast subject to regulations in section 12-3-84.
 - m. Dormitories.
 - n. Office buildings.
 - o. Hospitals, clinics (except animal hospitals and clinics).
 - p. Nursing homes, rest homes, convalescent homes.

- q. Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.
 - r. Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.
 - s. Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.
 - t. Social services homes/centers.
 - u. Banks and financial institutions.
 - v. Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.
 - w. Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.
 - x. Studios as defined in section 12-13-1.
- (3) *Development permitted.*
- a. Conventional subdivision subject to regulations in section 12-3-105.
 - b. Special planned development subject to regulations in section 12-3-106.
- (4) *Regulations.* All developments are required to comply with design standards and are encouraged to follow design guidelines as established in section 12-3-121. Table 12-3.5 describes height, area and yard requirements for the residential/office zoning district:

TABLE 12-3.5. REGULATIONS FOR THE R-2
ZONING DISTRICT

Standards	Within 100 Feet of a Residential Zoning District	More Than 100 Feet From a Residential Zoning District
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	15 feet (Also see Note 1) 5 feet 15 feet	10 feet (Also see Note 1) 5 feet 10 feet
Maximum Building Height (at building setback line)	45 feet	45 feet (Also see Note 2)
Lot Coverage Requirements For All Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units	The maximum combined area occupied by all principal and accessory buildings shall not exceed 50%. (See Note 3)	
Lot Coverage Requirements For All Development Other Than Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units: The maximum combined area occupied by all principal and accessory buildings	Building Height 1—4 stories 5—7 stories (See note 3) 8—9 stories	Building Coverage 30% 25% 20%

Created: 2023-06-06 09:46:05 [EST]

*Front yard depths in the R-2 district shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirements; in case there are no other structures on the block the front yard depth shall not be less than footages noted.

Note 1: Where any use other than a single-family, duplex or zero lot-line development abuts an R-1AAAAA through R-ZL zoning district, there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.
--

Note 2: Above the height permitted at the building setback lines three feet may be added to the height of the building for each foot the building is set back from the building setback lines up to a maximum height of 100 feet. All buildings exceeding 45 feet in height must submit a preliminary development plan that must be reviewed by the planning board and city council pursuant to section 12-3-120.

Note 3: When a mixed residential/nonresidential development is proposed, the lot coverage requirements shall be the most restrictive of the proposed uses.
--

(5) *Additional regulations.* In addition to the regulations established above in subsection (4) of this section, all R-2 developments will be subject to, and must comply with, the following regulations:

- a. Supplementary district regulations subject to regulations in sections 12-3-55 through 12-3-69.
- b. Off-street parking subject to regulations in chapter 12-4.
- c. Signs subject to regulations in chapter 12-5.
- d. Tree/landscape regulations subject to regulations in chapter 12-6.
- e. Stormwater management and control of erosion, sedimentation and runoff subject to regulations chapter 12-8.

(Code 1986, § 12-2-6; Ord. No. 6-93, § 4, 3-25-1993; Ord. No. 29-93, § 4, 11-18-1993; Ord. No. 3-94, § 2, 1-13-1994; Ord. No. 33-95, § 2 (exh. 1), 8-10-1995; Ord. No. 9-96, §§ 2, 3, 1-25-1996; Ord. No. 45-96, § 2 (exh. 1), 9-12-1996; Ord. No. 6-02, § 2, 1-24-2002; Ord. No. 13-14, § 1, 3-27-2014; Ord. No. 10-15, § 1, 5-14-2015; Ord. No. 05-16, § 1, 2-11-2016)



MINUTES OF THE PLANNING BOARD
February 13, 2024

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

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Assistant City Attorney Lindsay, Assistant City Administrator Forte, Help Desk Technician Russo, Development Services Director Morris, City Surveyor Odom, Development Services Coordinator Statler, Executive Assistant Chwastyk, Assistant Airport Director Remington, Administrative Assistant Partington

STAFF VIRTUAL: None

OTHERS PRESENT: Douglas Wassmer, DD Gomes, Henry Gomes, Carol Conde, Renee Wilhoit, Chris Wilde, John Bullock, Royiv Rayah, Verkat Kardi, Ashok Ailtharaju, Bob Gerold, Joseph Kyle, Shankar Gadupudi, Chris Tonn, Tony Jones, Charles Liberis, Brian Spence, James Gulley, Ronnie Mart, Jawad Ayyad, Ibrahim Ayyad, Alan Gray, Amir Fooladi, Calli Sivils, John Buzzell

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 9, 2024
- **New Business:**
- Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD
- Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 Elkton Street, Zone R-1A
- Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC
- Conditional Use Permit for Communications Tower – 2650 Creighton Road, Zone C-

- 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 Van Hoose made a motion to approve the January 9, 2024, minutes, seconded by Board Member Sampson, and it carried 6:0.

New Business –

Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD

Assistant Planning & Zoning Manager Harding introduced the item. SMP Architecture is requesting conceptual aesthetic review for a new 48-unit residential development with parking. Since this item is for conceptual review, staff has not examined the preliminary renderings for strict compliance with the Gateway Redevelopment District standards, stormwater requirements, landscaping, etc. At this time, the applicants are only asking for the board's feedback regarding the overall design, massing, and siting of the project and its features. This application has been routed through the various City departments and utility providers.

The purpose of the Gateway Redevelopment District was read to the board members. Brian Spencer of SMP spoke to the board. The parcel backs up to C-3, near Bagel Heads and across from the site is the back of South Market Restaurant, all businesses within the area were mentioned. Mr. Spencer point out that there's more redevelopment opportunity in GRD since a common theme among other developments is not present. Phillip Partington of SMP addressed the board next. He presented more slides for the board to view and went over what is allowed in zoning district GRD, feeling this is an appropriate use for this property; proposing 96-units, 48-units per building which is about half of the maximum density allowed. Off-street parking requires 1 space per unit, they will have 96-units they and will be providing 240 spaces all within the footprint of the building. Mr. Partington went over the required setbacks, 10 feet on Gregory side and 5 feet on other boundaries. Primary access is on Heinberg, along they may look at providing access on Old Gregory to the east of where the bridge comes in at, they would have to get FDOT approval since it's a state road, but for now access will be on Heinberg. The way they want to build will provide view corridors with 64 percent lot coverage, they will be 40 percent open. The design team met with City Arborist, and designed around a massive tree in the middle, they are preserving a number of trees and will mitigate if necessary. Board Member Grundhoefer asked about material being used and why they are no longer making it white, Mr. Partington felt it was too much white so they are using a warm mahogany tone of stucco. They plan on using a screen type material for the green wall to grow on. Balconies will have restrictions; those will be addressed in covenants. They will try to get access to Gregory towards the eastern end of their property. The pumphouse is owned by Pensacola Energy, they own property all around. It was confirmed that Gregory is a state road, any changes would have to have prior approval from the FDOT. Exit and entrance will be on Heinberg, no plans to widen. Board Member Powell appreciated the applicant

going line by line through the code. Board Member Van Hoose appreciated the representative pictures presented and inquired if they were committed to the colors in the renderings. Mr. Partington replied yes, though there may be minor changes. The development will have a deep pile foundation, so they are not concerned with noise of train tracks. Mr. John Bullock spoke and has concerns about the access only being on Heinberg since there's a possibility of 240 more cars on Heinberg with this new development. He feels a traffic study should be done. Mr. Alan Gray also spoke and hopes this will be looked at favorably. Mr. Chris Tonn spoke and has traffic concerns for Heinberg as well, and welcomes additional traffic studies. City of Pensacola transportation planner is aware of project and will be kept in the loop and will be speaking to those associated with the project. Brian Spencer mentioned the condo residents have a fluid schedule, not concentrated at specific times for those concerned about the traffic. The board offered the applicants ideas and concepts of the board's interpretation and observations and that the applicants will take those to heart. **Board Member Powell made the motion to recommend conceptual approval, seconded by Vice Chairperson Larson, and it carried 6:0.**

Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 BLK Elkton Street, Zone R-1A

Assistant Planning & Zoning Manager Harding introduced the item. A request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels under a single ownership. The purpose is to develop the parcels as a subdivision which will also be reviewed by Planning Board in the future. This application is a rehearing, and the original application was presented in August 2023 where the board voted 6-0 to "deny the application without prejudice and to allow the applicant to return to Planning Board to verify concerns heard by the public". The applicant has had further discussions with neighbors. This request has been routed through the various City departments and utility providers. Mr. Charles Liberis, the applicant, addressed the board. The property is to the east side of Bayou Chico, has a right-of-way that has never been used. A vacation will not impact the neighbors to the north since they have an exit to the north of their property. He asked that the board please reconsider. Board Member Grundhoefer asked if access to water has been resolved, Liberis stated it has not been resolved and it's private property, any one going to the water that way is trespassing. This is a city right-of-way, if the vacation is approved, it will be basically deeded to the property owner or applicant. The board members had a discussion regarding access for properties surrounding the property in question. What has changed from the last meeting is the homeowner that had concerns, no longer has those concerns. Ms. Renee Wilhoit spoke and stated that would have a problem if she will be land locked if this approved. She's not against this item, she just does not want it to affect her negatively. No one uses the right-of-way currently. The homes located at 3501 and 3505 Marques still have access to public right-of-way if this vacation goes through. Staff confirmed that Ms. Wilhoit's property would not be impacted as a result of a vacation. Mr. Douglas Wassmer spoke and felt that there's no water access on Marques Street. Chairperson Ritz reiterated that his comment did not apply to the item they are discussing. Board Member Grundhoefer asked if the City could clean this right-of-way up, Assistant City Attorney Lindsay replied that it requires private parties to resolve it, but the city would cooperate in any way they can. **Board Member Grundhoefer made**

a motion to approve, seconded by Board Member Van Hoose and it carried 6:0.

Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA

Assistant Planning & Zoning Manager Harding introduced the item. Rajiv Rajah is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1421 N. 6th Avenue (total of two parcels) and 1419 N. 6th Avenue. The properties are currently zoned R-1AA, Medium-Density Residential Zoning District, and the existing Future Land Use (FLU) designation is MDR, Medium-Density Residential. The applicant is proposing to amend the zoning district to R-NC, Residential/Neighborhood Commercial Zoning District, and the FLU to Residential/Neighborhood Commercial Land Use. The properties are currently “existing nonconforming” in terms of land use and setbacks. If approved, the desire is to bring the lots into zoning compliance with the intent to later subdivide, since the requested zoning would accommodate smaller setbacks and lot requirements. This application has been routed through the various City departments and utility providers. Currently R-1AA zoning allows for single-family detached, duplexes, townhomes, cemeteries, churches and currently one of the lots has three single family detached residences which would not be normally permitted in this zoning district. R-NC allows for residential design manufactured homes, retail food and drugstore, personal service shops, clothing and fabric stores, specialty shops, floral shops, bakeries, health clubs, martial arts studios, laundromats, outdoor sales of trees and shrubs and any uses permitted in R-2. It was reiterated that the board is not approving a project, they are reviewing a proposed change to the zoning, and any of those allowed uses could become by right allowed if this goes through to city council. This would have two readings before city council since ordinances are involved. Mr. Rajiv Rajah, the owner of the parcels was there to address the board. Board Member Grundhoefer wanted clarification, R-1AA does not allow multi-family, but it's already there. Multi-family is treated as commercial. All lots have structures on them, none are vacant. Board Member Van Hoose inquired as to why he needed the rezoning, applicant replied he was under the impression that it had to be rezoned in order to be able to split the lot to bring it into compliance. If existing houses remain it would be exempt from the CRA overlay requirements, defer to underlying zoning districts for minimum lot sizes. A discussion began about if re-platting the parcels would then bring it into compliance. The board discussed how R-2 is less intensive than R-NC, the board may suggest going to R-2 instead and it would be legal since it would be transitional zone and not spot zoning. Board Member Grundhoefer stated he will not support R-NC, but will support R-2. The applicant still has the ability to lobby for his original request when it goes before city council despite what the board recommends. Board Member Van Hoose stated she sees on the map R-NC on Davis and 6th, also that zoning only changes if an applicant requests it. This will go before city council on March 21st. **Mr. Vice Chairperson Larson made the motion to recommend approval to amend the subject properties to a transitional ‘R-2’ zoning district and a future land use designation of ‘O’. Board Member Grundhoefer recommended that language be added to state that Planning Board felt the original request to rezone the property to R-NC (with a future land use of RNC) was too intense of a designation from a 6th Avenue frontage, and therefore suggest that ‘R-2’ and ‘O’ be designated instead since it is less intensive. Chairperson Ritz agreed and added that amendment to ‘R-2’ and ‘O’ would act as transitional zoning and that it still works with the applicant’s desired use of the property. Vice Chairperson Larson amended his motion to reflect**

these statements. Board Member Powell seconded the motion and it carried 6:0. Mr. Tony Jones lives adjacent to property and spoke in opposition to R-NC and R-2. He feels there's already not enough parking and this would cause other issues. He stated he would be sure to speak at the city council against this request. He's at liberty to bring as many of his neighbors to the council meeting to voice their concerns. Chairperson Ritz stated that despite his concerns he doesn't feel it would have changed the outcome. The board was asked to confirm if Mr. Jones' comments would have changed their decisions, and all board members present verbally agreed that it did not and that the board's motion stands.

Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC

Assistant Planning & Zoning Manager Harding introduced the item. Bearing Point 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 annexation request for the subject parcels took place at the February 8, 2024, City Council meeting. The parcels are contiguous to the city limits, located along Airport Blvd, and encompass approximately 7.5 acres. The request indicates that the future plans for the property are to develop a 200-unit apartment complex. These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation. The city reviewed the adjacent zoning districts for the proposed use as multiple-family attached dwellings and recommends "Residential/Office Land Use District" (R-2) for the new zoning district and "Office" (O) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. Currently, Escambia County has it zoned as Commercial. There are no issues with the proposal, only if we were creating an enclave and we are not doing that. The board reviewed the map and the surrounding zones of those parcels. They chose R-2 because it is adjacent to existing R-2, and it allows multi-family without allowing all the heavy commercial uses aligning with the developer's request and intended development of the property. **Vice Chairperson Larson made the motion to recommend approval. Chairperson Ritz clarified that the motion was to recommend a zoning district of 'R-2' and a future land use of 'O' as proposed. It was further clarified that 'R-2' was an appropriate zoning assignment for the parcels since they were contiguous to other properties in the city zoned 'R-2' and 'O'. Board Member Powell seconded the motion and it carried 6-0.**

Conditional Use Permit for Communications Tower—2650 Creighton Road, Zone C-1

Assistant Planning & Zoning Manager Harding introduced the item. SBA Communications along with its service provider, Verizon Wireless, has requested a Conditional Use Permit for a Communication Tower at 1224 Creighton Road (Walmart Supercenter site). This property is currently zoned Commercial (C-1), which permits this use by the granting of a Conditional Use Permit. The proposed tower will be a 90-foot-tall monopole with a 5-foot-tall lighting rod, for a total height of 95 feet. Section 12-3-108 of the Land Development Code addresses this use with specific site plan requirements which have been included in this packet for review. This application has been routed through the various City departments and utility providers, including the Airport who have no objections so long as the total height of the tower is no taller than 95 feet and so long as the structure contains red obstruction lights. Assistant Planning & Zoning Manager Harding read aloud the six standards for approval of conditional use, they are as follows: 1) The proposed use shall

be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map, or regulation adopted by the city council. 2) The proposed use will not adversely affect the public health, safety, or welfare. 3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses. 4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection. 5) The proposed use will not create undue traffic congestion. 6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment. Harold Timmons, representing Tower Engineering Professionals presented the board with a slide presentation. The presentation includes why they feel the site is needed and the goal of the site. Development details were provided in the presentation; some of those provided where ingress/egress will be from Creighton Road, along an existing drive aisle located within a 20' non-exclusive access and utility easement, visitation limited to equipment support/maintenance personnel, signage is limited to safety and tower owner contact information, and lighting is required for air safety navigation. The tenant will be Verizon Wireless. The tower will be located on a part of Walmart's property that they do not utilize. Harold Timmons mentioned that Verizon complies with all Federal, state, and local requirements. The lighting on the structure is a safety feature for small aircraft that is being required by the local airport director. Board Member Sampson wanted to know why they chose that location since it's in direct path of aircraft. Harold Timmons replied, SBA has a relationship with Walmart, its heavy retail, highly commercial area, and they are willing landowners. Walmart selected the spot for the tower, it suits their needs, it's the best location to have the least amount of impact. They make sure to obtain approval from the FAA, they provide a notice of hazard of air navigation after they have studied it to make sure it's acceptable. They are bound to build what is approved by the board; they will abide by that. If they need to come back to the board for an amendment. Assistant Airport Director of Planning & Engineering Remington stated they look very closely at proposals such as this. They worked with the client to get the tower below an acceptable height from their standpoint. Their primary concern is the safety of passengers flying from the airport. It was looked at from an IFR standpoint which resulted in them lowering the height of the tower, they looked at it from a 1,000-foot extension on an 8,000 foot runway. They looked at it as if it existed today and if it was extended in the future, it would not be in conflict with the runway as it is today and in the future. Bob Gerold lives in the area, he would like the tower moved back, he does not want the red blinking light coming into his front window and feels it's an intrusion into their neighborhood. Assistant Airport Director Remington stated the obstruction lighting was a request from the airport to prevent aircraft from striking the tower, they can shield that obstruction light from the bottom so that those on the ground can't see it, it would only be visible to aircraft. Carole Conde, resident close to Walmart spoke out against the tower being put in that location, if it has to be put there, please move it to a different location in the parking lot. Chris Wilde just asked the board to consider the families that live in the neighborhood. Harold Timmons went over some of the photos in the slide presentation, he feels the trees in the neighborhood will block the visibility of the tower for the neighborhood. There has not been any discussion with Walmart about moving the tower, he feels they would not be open to doing so, they usually want you in an area they do not utilize. He will make sure to have that conversation with Walmart to see if they are willing to move it and they are willing to look at what they can do to mitigate the lighting on the

structure such as shielding that meets the Airports requirements. Airport Assistant Director Remington went over the calculations for determining the height differential for moving the tower closer to the airport. They will do some research of examples of the lights with the shields to see how it looks from a neighbor's standpoint. The red light would be a steady burning red light not a strobing light, it would always be on. The lower they take the tower the less carriers would be able to utilize the tower. The board went back over the six standards to approve the conditional use request. Assistant Airport Director Remington had made a comment earlier just because it's legal doesn't mean it's a good idea, he expanded on that comment. Building towers of any type in the direct approach of a runway is not a sound planning principle. In this instance, they have been careful to try and ensure what the requirements are for the FAA. More discussion took place regarding what would have to be done for the neighbors to help them be more accepting of the tower. Board Member Grundhoefer stated that they have met all the requirements and zoning allows for this use. Assistant Planning & Zoning Manager Harding mentioned that regardless of what the board decides, it will go before the city council. As with all conditional uses, the city reserves full authority to deny any request for a conditional use or to impose reasonable conditions on that use. **Chairperson Ritz made the motion to recommend approval of the conditional use of the tower at its current height, and that the applicant investigate using shields for the illuminated red lights as described by the Airport's representative. Board Member Grundhoefer seconded the motion and it carried 4-2, with Board Member Van Hoose and Vice Chairperson Larson dissenting.**

Open Forum – none

Discussion

Planning & Zoning Manager Cannon gave an update on the LDC assessment by Inspire and the five-day working sessions. All the information is with Inspire Placemaking to put into a report to come back to staff to make comments. The project is on track to come before the board in May for an informational presentation. Board Member Van Hoose stated that they did a great job with assessment. Staff then went over items that the board voted on that went before city council.

Adjournment – With no further business, the Board adjourned at 5.10 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-233

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

PUBLIC HEARING: REQUEST FOR FUTURE LAND USE AND ZONING MAP AMENDMENT
- BLOUNT STREET AND 6TH AVENUE

RECOMMENDATION:

That City Council conduct a Public Hearing on March 21, 2024, to consider a request to amend the City's Future Land Use Map and Zoning Map for the properties located at Blount Street and 6th Avenue.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

Rajiv Rajah is requesting a Future Land Use Map (FLUM) and Zoning amendments for properties located at 1421 North 6th Avenue (total of two parcels) and 1419 North 6th Avenue. The properties are currently zoned R-1AA, Medium-Density Residential Zoning District, and the existing Future Land Use (FLU) designation is MDR, Medium-Density Residential. The applicant is proposing to amend the zoning district to R-NC, Residential/Neighborhood Commercial Zoning District, and the FLU to Residential/Neighborhood Commercial Land Use.

After deliberations, the Planning Board recommended that the applicant modify their request for the zoning designation from R-NC to Residential/Office (R-2) due to the residential character of the surrounding neighborhood. The applicant did not object to the modified recommendation.

On February 13, 2024, the Planning Board voted 6:0 to recommend approval of the modified request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/13/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Manager

ATTACHMENTS:

1. Application - Zoning and FLUM Amendment-Blount and 6th
2. Planning Board Minutes - 2/13/2024
3. Proposed Ordinance No. 8-24
4. Business Impact Analysis Report - Proposed Ordinance No. 8-24
5. Proposed Ordinance No. 9-24
6. Business Impact Analysis Report - Proposed Ordinance No.9-24

PRESENTATION: No

REZONING



Please check application type:

☐ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Rajiv Rajah Date: 1.10.2024

Address: 1010 N Hayne St Unit 5

Phone: (850) 696-7443 Fax: _____ Email: rrt_llc@yahoo.com

Property Information:

Owner Name: Rajiv T Rajah Trustee For Rajah Revocable Trust Phone: 850.696.7443

Location/Address: 1419 North 6th Avenue

Parcel ID: 0 0 - 0 S - 0 0 - 9 0 2 0 - 0 5 0 - 0 5 8 Acres/Square Feet: .228

Zoning Classification: Existing R-1AA Proposed R-NC

Future Land Use Classification: Existing MDR Proposed RNC

Reason Rezoning Requested: _____

There are two other parcels in this request 000S009020051058 and 000S009020052058

See attached sheet

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 11 day of January, 2024.

Rajiv Rajah
Applicant Signature

Rajiv Rajah

Applicant Name (Print)

Rajiv Rajah
Owner Signature

Rajiv Rajah

Owner Name (Print)



GREG PAUL-WAYNE GROVER

Notary Public

State of Florida

Comm# HH257899

Expires 4/27/2026

Sworn to and subscribed to before me this 11th day of January, 20 24

Name: Greg P. Grover

Commission Expires: 4/27/2024

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

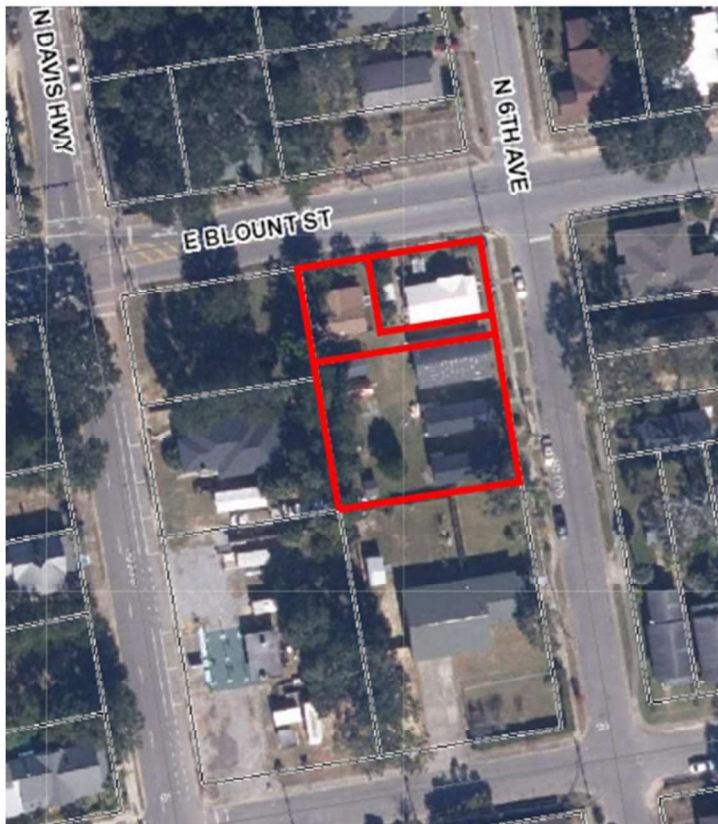
RE: Rezoning and FLUM Application

Dear City of Pensacola,

Please find enclosed the rezoning and FLUM application and required attachments for the following properties per City of Pensacola:

Parcel ID	Address	Owner	Current Zoning	Requested Zoning	Current FLUM	Requested FLUM
00-05-00-9020-052-058	1421 North 6th Ave	Rajah T Rajiv Trustee Rajah Revocable Trust	R-1AA	R-NC	MDR	RNC
00-05-00-9020-051-058	1421 North 6th Ave	Rajah T Rajiv Trustee Rajah Revocable Trust	R-1AA	R-NC	MDR	RNC
00-05-00-9020-050-058	1419 North 6th Ave	Rajah T Rajiv Trustee Rajah Revocable Trust	R-1AA	R-NC	MDR	RNC

The three contiguous parcels are located at the corner of N 6th Ave and E Blount St as shown in the map below and in the attachments included with this submission.



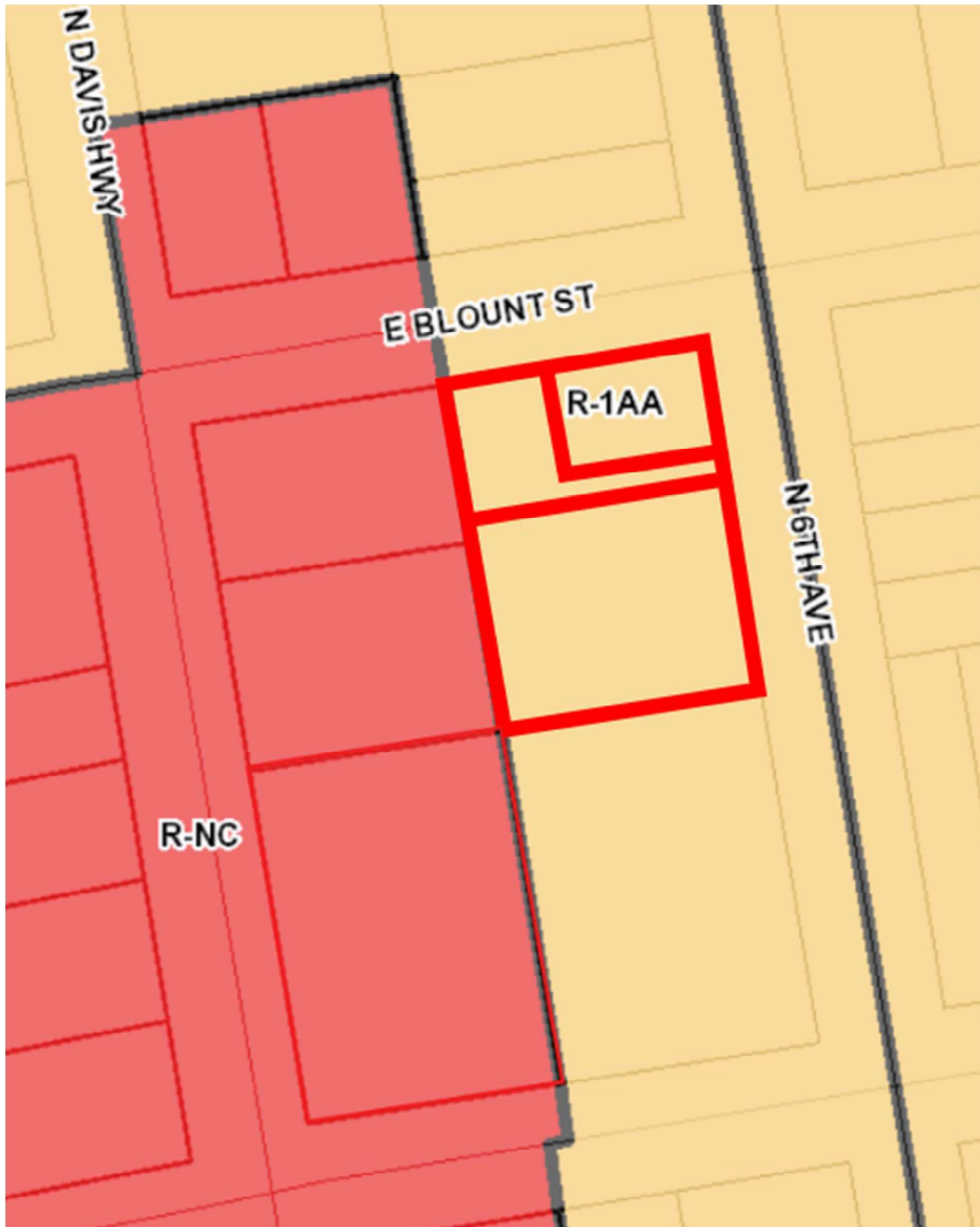
Existing Conditions.

- The properties owned by RAJIV T RAJAH TRUSTEE FOR RAJAH REVOCABLE TRUST are located within the R-1AA zoning district as well as the CRA Urban Design Overlay District (CRAUDOD). The CRAUDOD applies to new development and does not apply to existing buildings. Therefore, when reviewed the properties for zoning compliance, the property zoning that applies is R-1AA standards.
- The zoning district line for R-1AA bisects this particular block, BLK 58 East King Tract, with the adjacent properties on the west side of the block being located within the R-NC zoning district.
- Within the R-1AA zoning district, the minimum lot size is 5,000 SF with a minimum lot width of 40 feet. The applicable setbacks are: FY= 30'; RY= 30'; SY= 6'. Only one primary residence and one accessory dwelling unit is allowed per parcel.
- The parcel identified at 1419 North 6th Avenue contains 3 dwelling units on a single parcel and 1421 North 6th Ave consists of two separate parcels each with 1 dwelling unit on the parcel. The parcels identified by parcel numbers 000S009020050058, 000S009020051058, and 000S009020052058 are all under common ownership and are currently undersized for the R-1AA district.

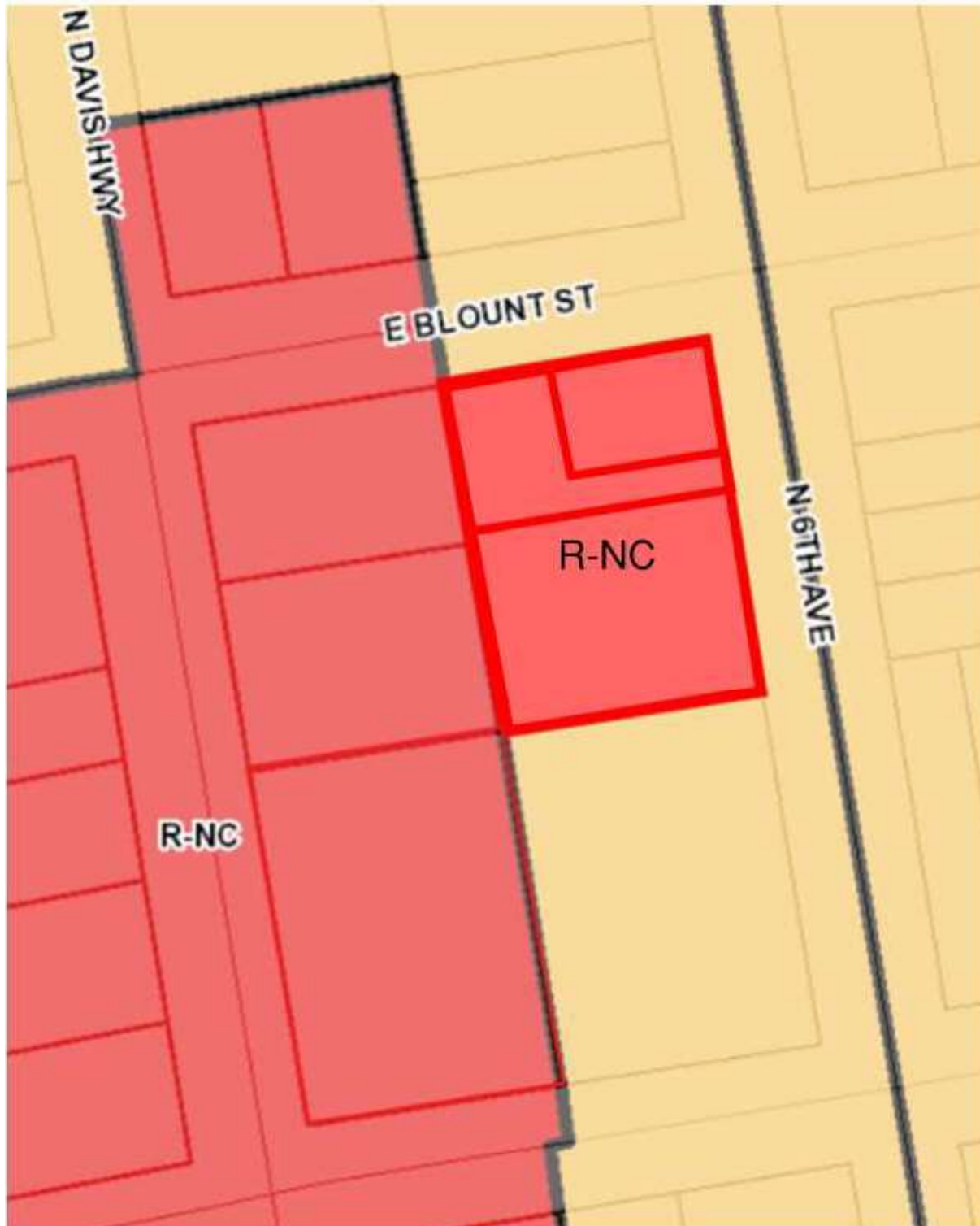
Reasoning for Request:

The desired goal is to bring the lots into compliance with use and lot size to the greatest extent possible. The changing of the Zoning and the FUME would allow for slightly smaller setbacks and aligning closer to the newer CRAUDOD zoning desires and CRA zoning. The owner would also like to explore the possibility of developing residential accessory dwelling units on the property at a future date.

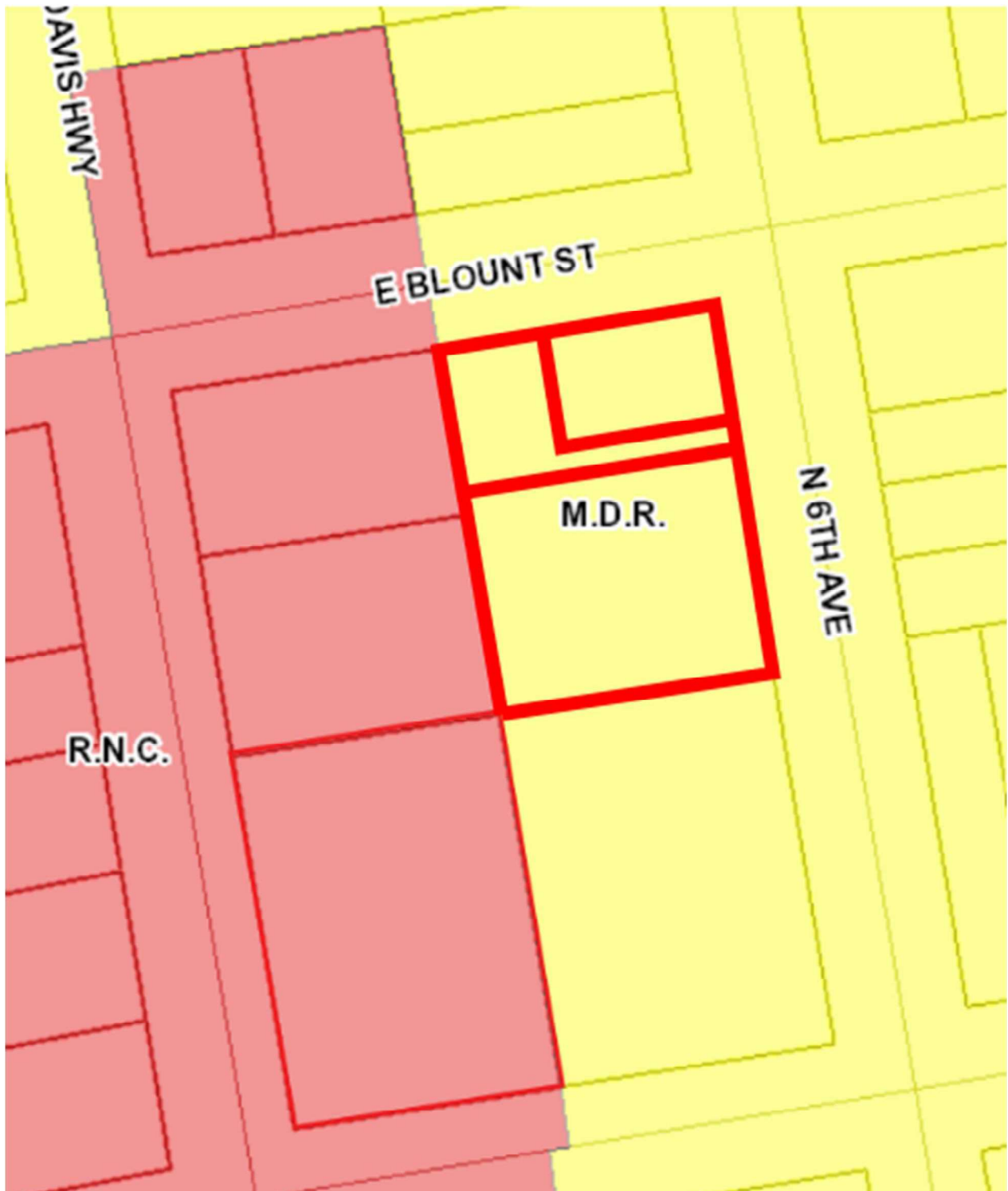
Existing Zoning



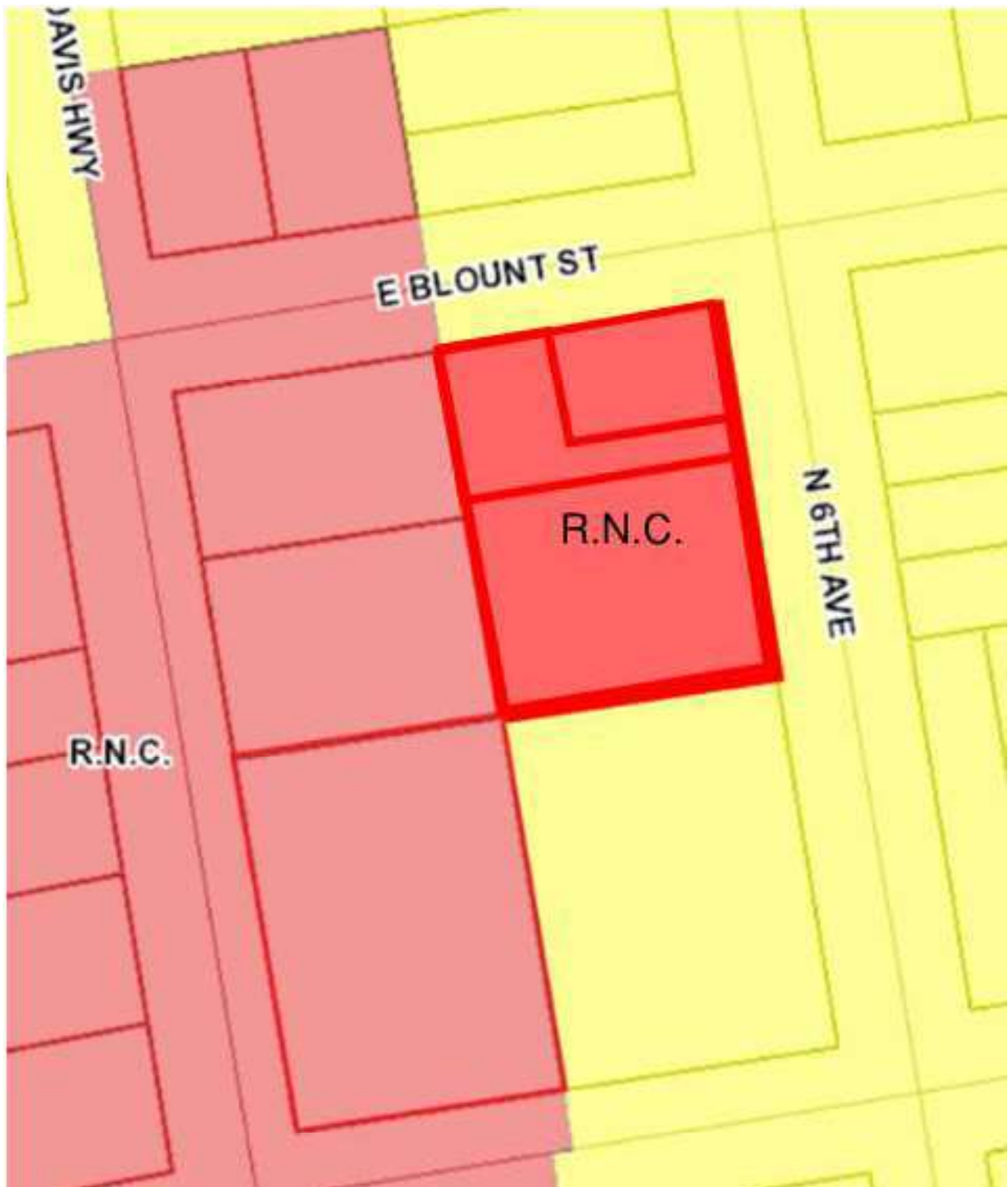
Proposed Zoning

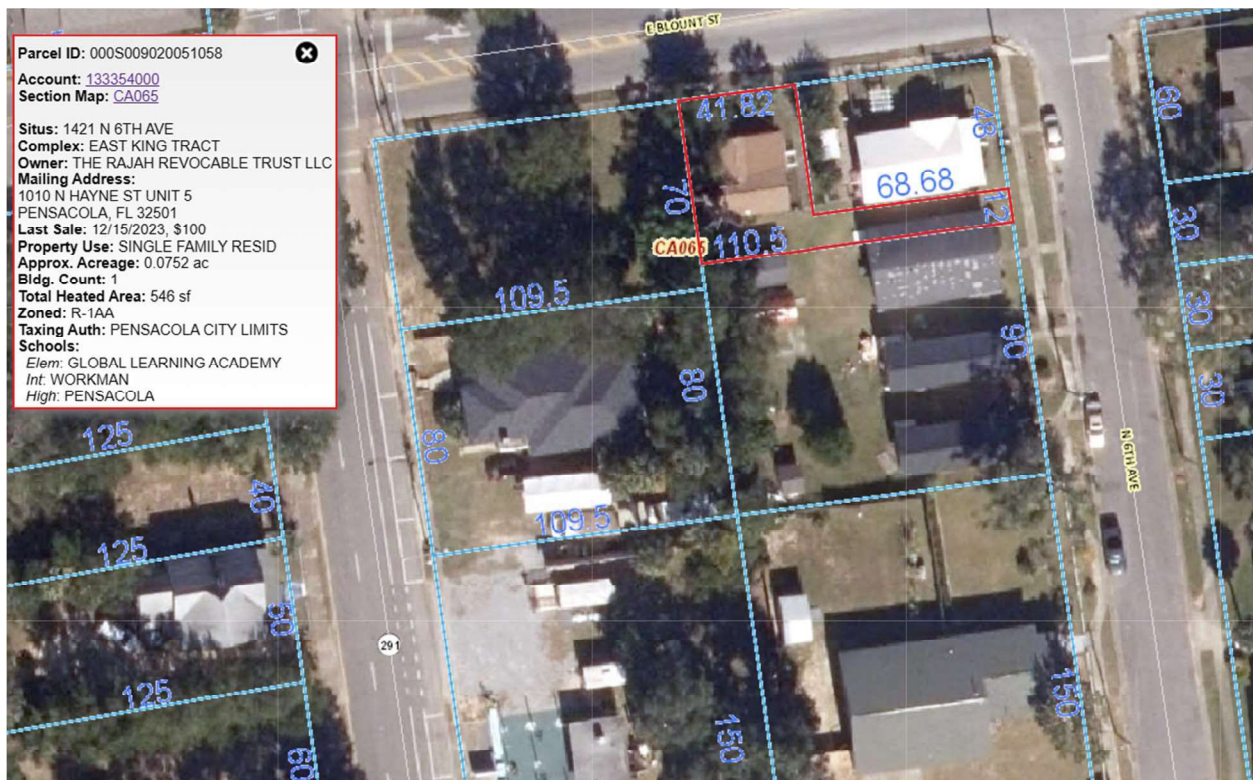


Existing FLUM Zoning



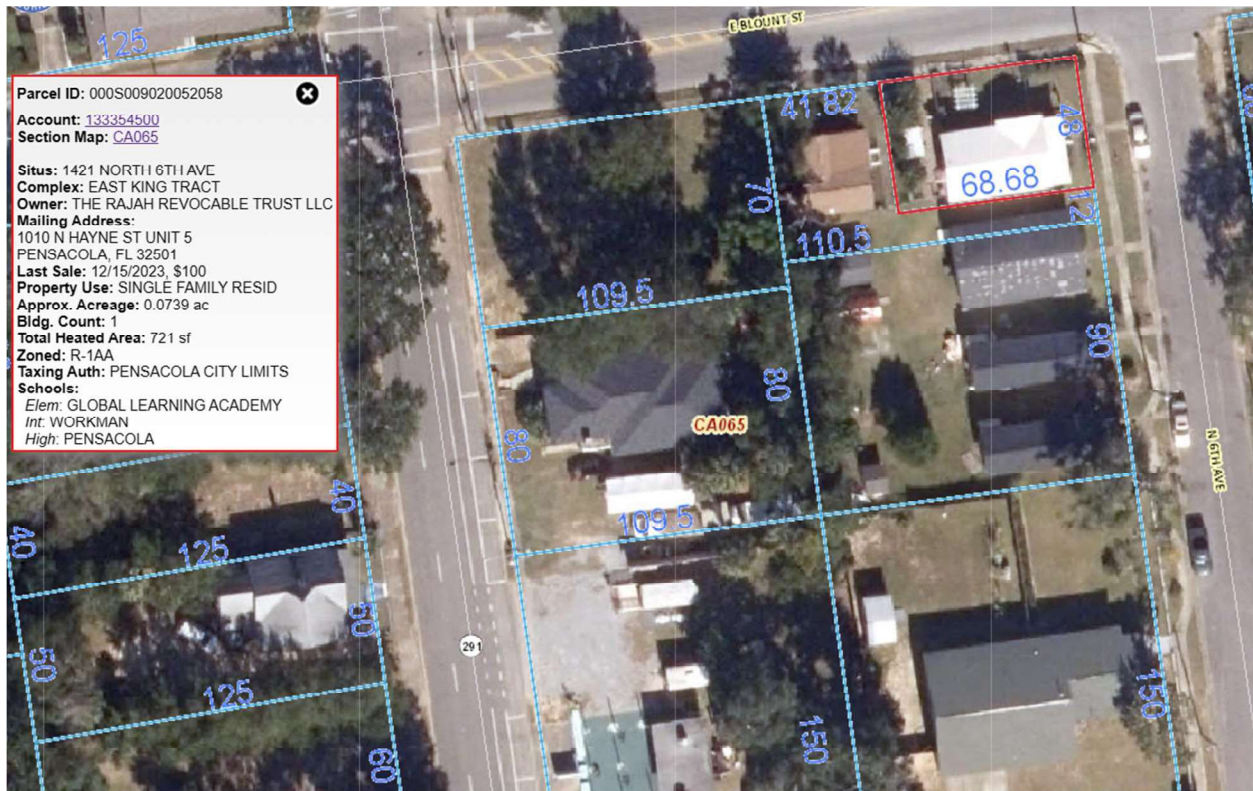
Proposed FLUM Zoning





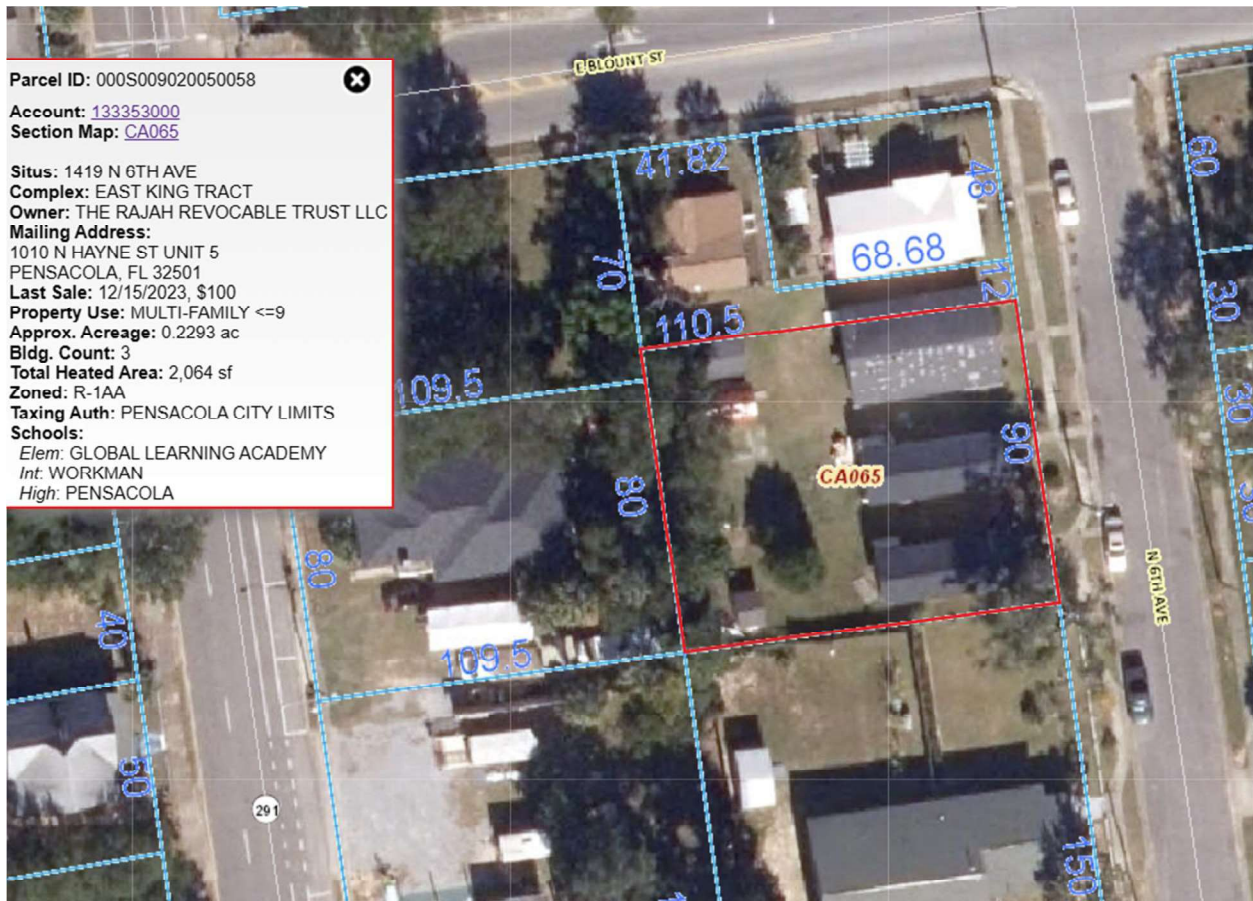
Legal Description:

The North 60 feet of Lot 6 and the North 60 feet of the East ½ of Lot 5, Block 58, East King Tract, according to the map of the City of Pensacola by Thomas C Watson in 1906, of the Public Records of Escambia County, Florida. Less an Except the property described in official records book 4658, page 1005, of the Public Records of Escambia County, Florida.



Legal Description:

The North 48 feet of the East 68.68 feet of Lot 6, Block 58, East King Tract, East of Tarragona, according to the map of the City of Pensacola by Thomas C. Watson in 1906. Land situate, lying and being in the Escambia County, Florida.



Legal Description:

The South 90 feet of Lot 6 and the South 90 feet of the East ½ of Lot 5, Block 58, East King Tract, East of Tarragona Street, according to the map of the City of Pensacola by Thomas C Watson in 1906. Land Situate, Lying and Being in the Escambia County, Florida

Prepared by and return to:
Kerry Anne Schultz, Esquire
Schultz Law Group, P.L.L.C.
2779 Gulf Breeze Parkway
Gulf Breeze, Florida 32563

****CORRECTIVE QUIT CLAIM DEED**

*****This Corrective Quit Claim Deed correctly identifies the Legal Description in that
Certain Quit Claim Deed Recorded in Book 8410, at Page 1734, in the Official Records in
Escambia County, Florida.***

This Quit Claim Deed made this 15th day of December, 2021, by **RAJIV T. RAJAH**, a single man, as to his non-homestead property, whose post office address is 1010 N. Hayne Street, #5, Pensacola, Florida 32501 (“**GRANTOR**”), to **RAJIV T. RAJAH, as Trustee of the RAJAH REVOCABLE TRUST, dated April 20 2018**, whose post office address is 1010 N. Hayne Street, #5, Pensacola, Florida 32501 (“**GRANTEE**”).

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has Granted, bargained, and sold to the said Grantee, and Grantee’s heirs and assigns forever, the following described land, situate, lying and being in **Escambia** County, Florida more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

and said Grantor do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit and behalf of the said GRANTEE forever.

NOTE: THE PREPARER OF THIS DEED REPRESENTS THAT: THIS DEED HAS BEEN PREPARED AT THE EXPRESS DIRECTION AND REQUEST OF THE ABOVE GRANTOR AND/OR GRANTEE SOLELY FROM LEGAL DESCRIPTION PROVIDED TO THE PREPARER BY THE SAID GRANTOR AND/OR GRANTEE; THAT, NO SURVEY, OR INSPECTION OF THE ABOVE PROPERTY HAS BEEN PERFORMED BY THE PREPARER, NOR HAS THE PREPARER BEEN PROVIDED SUCH DOCUMENTS; THAT THE TITLE TO THE ABOVE-DESCRIBED REAL PROPERTY HAS NOT BEEN EXAMINED BY THE PREPARER; THAT THE PREPARER MAKES ABSOLUTELY NO REPRESENTATIONS, WARRANTIES, OR GUARANTEE WHATSOEVER AS TO THE STATUS OF THE TITLE OR THE OWNERSHIP OF THE REAL PROPERTY DESCRIBED ABOVE; THAT THIS CONVEYANCE IS SUBJECT TO, AND MAY BE AFFECTED BY, ANY AND ALL RESERVATIONS, LIENS, RESTRICTIONS, AND OTHER ENCUMBRANCES OF RECORD AND BY ANY UNPAID AD VALOREM REAL PROPERTY TAXES, PAST OR PRESENT; AND THAT THESE MATTERS HAVE BEEN EXPLAINED TO, AND UNDERSTOOD BY, THE ABOVE SAID GRANTOR AND/OR GRANTEE.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

WITNESSES:


Print: Angela Faulkner

Print: Laura Welsh

GRANTOR:


RAJIV T. RAJAH

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of December, 2021, by **RAJIV T. RAJAH**, who is ☐ personally known to me or ☒ who has produced FL Driver License as identification and has not taken an oath.

 **Laura Frost**
Notary Public
State of Florida
Comm# HH016843
Expires 7/1/2024


NOTARY PUBLIC
Commission No.:
My Commission Expires:

Exhibit "A"

**S 90 FT OF LT 6 AND OF E1/2 OF LT 5 BLK 58 EAST KING TRACT OR 6044 P
1038/1429/1778 CA 65**

AND ALSO

THE NORTH 48 FEET OF THE EAST 68.68 FEET OF LOT 6, BLOCK 58 EAST KING TRACT, EAST OF TARRAGONA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906.

AND ALSO

THE NORTH 60 FEET OF LOT 6 AND OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, ACCORDING TO MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4658, PAGE 1005, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.

This Instrument Prepared By:
Matthew C. Hoffman
Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, L.L.C.
161 W. Main Street, Suite 200
Pensacola, FL 32502
850-266-2300
File Number: 5113.48647 A

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 15th day of December, 2023 between **Rajiv T. Rajah, individually and as Trustee of the Rajah Revocable Trust dated April 20, 2018** ("Grantor"), whose address is 1010 North Hayne Street, Unit 5, Pensacola, FL 32501, and **The Rajah Revocable Trust LLC, a Florida limited liability company** ("Grantee"), whose address is 1010 North Hayne Street, Unit 5, Pensacola, FL 32501:

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this Instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, companies, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

PARCEL 1:

THE SOUTH 90 FEET OF LOT 6 AND THE SOUTH 90 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA STREET, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN THE ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 60 FEET OF LOT 6 AND THE NORTH 60 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4658, PAGE 1005, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

PARCEL 3:

THE NORTH 48 FEET OF THE EAST 68.68 FEET OF LOT 6, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN THE ESCAMBIA COUNTY, FLORIDA.

The above-described property is not the homestead of Grantor, nor is it contiguous to the homestead of Grantor, under the laws and constitution of the State of Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And subject to taxes for the current year and later years and all valid easements and restrictions or record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And Grantor does warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptions set forth herein.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Megan M. Crooke
WITNESS
Print Name: Megan M. Crooke

Witness Address:

151 W. Main St, Ste 200
Pensacola, FL 32502

Matthew C. Hoffman
WITNESS
Print Name: Matthew C. Hoffman

Witness Address:

151 W. Main St, Ste. 200
Pensacola, FL 32502

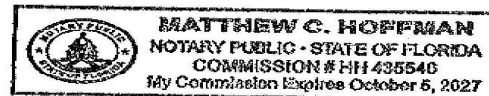
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Warranty Deed was sworn to, subscribed, and acknowledged before me by means of (✓) physical presence or () online notarization this 15th day of December, 2023, by Rajiv T. Rajah, individually and as Trustee of the Rajah Revocable Trust dated April 20, 2018, on behalf of said trust.

Matthew C. Hoffman
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known: Matthew C. Hoffman ✓ OR Produced Identification: _____

Type of Identification
Produced: _____





MINUTES OF THE PLANNING BOARD
February 13, 2024

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

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Assistant City Attorney Lindsay, Assistant City Administrator Forte, Help Desk Technician Russo, Development Services Director Morris, City Surveyor Odom, Development Services Coordinator Statler, Executive Assistant Chwastyk, Assistant Airport Director Remington, Administrative Assistant Partington

STAFF VIRTUAL: None

OTHERS PRESENT: Douglas Wassmer, DD Gomes, Henry Gomes, Carol Conde, Renee Wilhoit, Chris Wilde, John Bullock, Royiv Rayah, Verkat Kardi, Ashok Ailtharaju, Bob Gerold, Joseph Kyle, Shankar Gadupudi, Chris Tonn, Tony Jones, Charles Liberis, Brian Spence, James Gulley, Ronnie Mart, Jawad Ayyad, Ibrahim Ayyad, Alan Gray, Amir Fooladi, Calli Sivils, John Buzzell

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 9, 2024
- **New Business:**
- Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD
- Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 Elkton Street, Zone R-1A
- Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC
- Conditional Use Permit for Communications Tower – 2650 Creighton Road, Zone C-

- 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 Van Hoose made a motion to approve the January 9, 2024, minutes, seconded by Board Member Sampson, and it carried 6:0.

New Business –

Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD

Assistant Planning & Zoning Manager Harding introduced the item. SMP Architecture is requesting conceptual aesthetic review for a new 48-unit residential development with parking. Since this item is for conceptual review, staff has not examined the preliminary renderings for strict compliance with the Gateway Redevelopment District standards, stormwater requirements, landscaping, etc. At this time, the applicants are only asking for the board's feedback regarding the overall design, massing, and siting of the project and its features. This application has been routed through the various City departments and utility providers.

The purpose of the Gateway Redevelopment District was read to the board members. Brian Spencer of SMP spoke to the board. The parcel backs up to C-3, near Bagel Heads and across from the site is the back of South Market Restaurant, all businesses within the area were mentioned. Mr. Spencer point out that there's more redevelopment opportunity in GRD since a common theme among other developments is not present. Phillip Partington of SMP addressed the board next. He presented more slides for the board to view and went over what is allowed in zoning district GRD, feeling this is an appropriate use for this property; proposing 96-units, 48-units per building which is about half of the maximum density allowed. Off-street parking requires 1 space per unit, they will have 96-units they and will be providing 240 spaces all within the footprint of the building. Mr. Partington went over the required setbacks, 10 feet on Gregory side and 5 feet on other boundaries. Primary access is on Heinberg, along they may look at providing access on Old Gregory to the east of where the bridge comes in at, they would have to get FDOT approval since it's a state road, but for now access will be on Heinberg. The way they want to build will provide view corridors with 64 percent lot coverage, they will be 40 percent open. The design team met with City Arborist, and designed around a massive tree in the middle, they are preserving a number of trees and will mitigate if necessary. Board Member Grundhoefer asked about material being used and why they are no longer making it white, Mr. Partington felt it was too much white so they are using a warm mahogany tone of stucco. They plan on using a screen type material for the green wall to grow on. Balconies will have restrictions; those will be addressed in covenants. They will try to get access to Gregory towards the eastern end of their property. The pumphouse is owned by Pensacola Energy, they own property all around. It was confirmed that Gregory is a state road, any changes would have to have prior approval from the FDOT. Exit and entrance will be on Heinberg, no plans to widen. Board Member Powell appreciated the applicant

going line by line through the code. Board Member Van Hoose appreciated the representative pictures presented and inquired if they were committed to the colors in the renderings. Mr. Partington replied yes, though there may be minor changes. The development will have a deep pile foundation, so they are not concerned with noise of train tracks. Mr. John Bullock spoke and has concerns about the access only being on Heinberg since there's a possibility of 240 more cars on Heinberg with this new development. He feels a traffic study should be done. Mr. Alan Gray also spoke and hopes this will be looked at favorably. Mr. Chris Tonn spoke and has traffic concerns for Heinberg as well, and welcomes additional traffic studies. City of Pensacola transportation planner is aware of project and will be kept in the loop and will be speaking to those associated with the project. Brian Spencer mentioned the condo residents have a fluid schedule, not concentrated at specific times for those concerned about the traffic. The board offered the applicants ideas and concepts of the board's interpretation and observations and that the applicants will take those to heart. **Board Member Powell made the motion to recommend conceptual approval, seconded by Vice Chairperson Larson, and it carried 6:0.**

Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 BLK Elkton Street, Zone R-1A

Assistant Planning & Zoning Manager Harding introduced the item. A request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels under a single ownership. The purpose is to develop the parcels as a subdivision which will also be reviewed by Planning Board in the future. This application is a rehearing, and the original application was presented in August 2023 where the board voted 6-0 to "deny the application without prejudice and to allow the applicant to return to Planning Board to verify concerns heard by the public". The applicant has had further discussions with neighbors. This request has been routed through the various City departments and utility providers. Mr. Charles Liberis, the applicant, addressed the board. The property is to the east side of Bayou Chico, has a right-of-way that has never been used. A vacation will not impact the neighbors to the north since they have an exit to the north of their property. He asked that the board please reconsider. Board Member Grundhoefer asked if access to water has been resolved, Liberis stated it has not been resolved and it's private property, any one going to the water that way is trespassing. This is a city right-of-way, if the vacation is approved, it will be basically deeded to the property owner or applicant. The board members had a discussion regarding access for properties surrounding the property in question. What has changed from the last meeting is the homeowner that had concerns, no longer has those concerns. Ms. Renee Wilhoit spoke and stated that would have a problem if she will be land locked if this approved. She's not against this item, she just does not want it to affect her negatively. No one uses the right-of-way currently. The homes located at 3501 and 3505 Marques still have access to public right-of-way if this vacation goes through. Staff confirmed that Ms. Wilhoit's property would not be impacted as a result of a vacation. Mr. Douglas Wassmer spoke and felt that there's no water access on Marques Street. Chairperson Ritz reiterated that his comment did not apply to the item they are discussing. Board Member Grundhoefer asked if the City could clean this right-of-way up, Assistant City Attorney Lindsay replied that it requires private parties to resolve it, but the city would cooperate in any way they can. **Board Member Grundhoefer made**

a motion to approve, seconded by Board Member Van Hoose and it carried 6:0.

Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA

Assistant Planning & Zoning Manager Harding introduced the item. Rajiv Rajah is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1421 N. 6th Avenue (total of two parcels) and 1419 N. 6th Avenue. The properties are currently zoned R-1AA, Medium-Density Residential Zoning District, and the existing Future Land Use (FLU) designation is MDR, Medium-Density Residential. The applicant is proposing to amend the zoning district to R-NC, Residential/Neighborhood Commercial Zoning District, and the FLU to Residential/Neighborhood Commercial Land Use. The properties are currently “existing nonconforming” in terms of land use and setbacks. If approved, the desire is to bring the lots into zoning compliance with the intent to later subdivide, since the requested zoning would accommodate smaller setbacks and lot requirements. This application has been routed through the various City departments and utility providers. Currently R-1AA zoning allows for single-family detached, duplexes, townhomes, cemeteries, churches and currently one of the lots has three single family detached residences which would not be normally permitted in this zoning district. R-NC allows for residential design manufactured homes, retail food and drugstore, personal service shops, clothing and fabric stores, specialty shops, floral shops, bakeries, health clubs, martial arts studios, laundromats, outdoor sales of trees and shrubs and any uses permitted in R-2. It was reiterated that the board is not approving a project, they are reviewing a proposed change to the zoning, and any of those allowed uses could become by right allowed if this goes through to city council. This would have two readings before city council since ordinances are involved. Mr. Rajiv Rajah, the owner of the parcels was there to address the board. Board Member Grundhoefer wanted clarification, R-1AA does not allow multi-family, but it's already there. Multi-family is treated as commercial. All lots have structures on them, none are vacant. Board Member Van Hoose inquired as to why he needed the rezoning, applicant replied he was under the impression that it had to be rezoned in order to be able to split the lot to bring it into compliance. If existing houses remain it would be exempt from the CRA overlay requirements, defer to underlying zoning districts for minimum lot sizes. A discussion began about if re-platting the parcels would then bring it into compliance. The board discussed how R-2 is less intensive than R-NC, the board may suggest going to R-2 instead and it would be legal since it would be transitional zone and not spot zoning. Board Member Grundhoefer stated he will not support R-NC, but will support R-2. The applicant still has the ability to lobby for his original request when it goes before city council despite what the board recommends. Board Member Van Hoose stated she sees on the map R-NC on Davis and 6th, also that zoning only changes if an applicant requests it. This will go before city council on March 21st. **Mr. Vice Chairperson Larson made the motion to recommend approval to amend the subject properties to a transitional ‘R-2’ zoning district and a future land use designation of ‘O’. Board Member Grundhoefer recommended that language be added to state that Planning Board felt the original request to rezone the property to R-NC (with a future land use of RNC) was too intense of a designation from a 6th Avenue frontage, and therefore suggest that ‘R-2’ and ‘O’ be designated instead since it is less intensive. Chairperson Ritz agreed and added that amendment to ‘R-2’ and ‘O’ would act as transitional zoning and that it still works with the applicant’s desired use of the property. Vice Chairperson Larson amended his motion to reflect**

these statements. Board Member Powell seconded the motion and it carried 6:0. Mr. Tony Jones lives adjacent to property and spoke in opposition to R-NC and R-2. He feels there's already not enough parking and this would cause other issues. He stated he would be sure to speak at the city council against this request. He's at liberty to bring as many of his neighbors to the council meeting to voice their concerns. Chairperson Ritz stated that despite his concerns he doesn't feel it would have changed the outcome. The board was asked to confirm if Mr. Jones' comments would have changed their decisions, and all board members present verbally agreed that it did not and that the board's motion stands.

Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC

Assistant Planning & Zoning Manager Harding introduced the item. Bearing Point 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 annexation request for the subject parcels took place at the February 8, 2024, City Council meeting. The parcels are contiguous to the city limits, located along Airport Blvd, and encompass approximately 7.5 acres. The request indicates that the future plans for the property are to develop a 200-unit apartment complex. These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation. The city reviewed the adjacent zoning districts for the proposed use as multiple-family attached dwellings and recommends "Residential/Office Land Use District" (R-2) for the new zoning district and "Office" (O) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. Currently, Escambia County has it zoned as Commercial. There are no issues with the proposal, only if we were creating an enclave and we are not doing that. The board reviewed the map and the surrounding zones of those parcels. They chose R-2 because it is adjacent to existing R-2, and it allows multi-family without allowing all the heavy commercial uses aligning with the developer's request and intended development of the property. **Vice Chairperson Larson made the motion to recommend approval. Chairperson Ritz clarified that the motion was to recommend a zoning district of 'R-2' and a future land use of 'O' as proposed. It was further clarified that 'R-2' was an appropriate zoning assignment for the parcels since they were contiguous to other properties in the city zoned 'R-2' and 'O'. Board Member Powell seconded the motion and it carried 6-0.**

Conditional Use Permit for Communications Tower—2650 Creighton Road, Zone C-1

Assistant Planning & Zoning Manager Harding introduced the item. SBA Communications along with its service provider, Verizon Wireless, has requested a Conditional Use Permit for a Communication Tower at 1224 Creighton Road (Walmart Supercenter site). This property is currently zoned Commercial (C-1), which permits this use by the granting of a Conditional Use Permit. The proposed tower will be a 90-foot-tall monopole with a 5-foot-tall lighting rod, for a total height of 95 feet. Section 12-3-108 of the Land Development Code addresses this use with specific site plan requirements which have been included in this packet for review. This application has been routed through the various City departments and utility providers, including the Airport who have no objections so long as the total height of the tower is no taller than 95 feet and so long as the structure contains red obstruction lights. Assistant Planning & Zoning Manager Harding read aloud the six standards for approval of conditional use, they are as follows: 1) The proposed use shall

be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map, or regulation adopted by the city council. 2) The proposed use will not adversely affect the public health, safety, or welfare. 3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses. 4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection. 5) The proposed use will not create undue traffic congestion. 6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment. Harold Timmons, representing Tower Engineering Professionals presented the board with a slide presentation. The presentation includes why they feel the site is needed and the goal of the site. Development details were provided in the presentation; some of those provided where ingress/egress will be from Creighton Road, along an existing drive aisle located within a 20' non-exclusive access and utility easement, visitation limited to equipment support/maintenance personnel, signage is limited to safety and tower owner contact information, and lighting is required for air safety navigation. The tenant will be Verizon Wireless. The tower will be located on a part of Walmart's property that they do not utilize. Harold Timmons mentioned that Verizon complies with all Federal, state, and local requirements. The lighting on the structure is a safety feature for small aircraft that is being required by the local airport director. Board Member Sampson wanted to know why they chose that location since it's in direct path of aircraft. Harold Timmons replied, SBA has a relationship with Walmart, its heavy retail, highly commercial area, and they are willing landowners. Walmart selected the spot for the tower, it suits their needs, it's the best location to have the least amount of impact. They make sure to obtain approval from the FAA, they provide a notice of hazard of air navigation after they have studied it to make sure it's acceptable. They are bound to build what is approved by the board; they will abide by that. If they need to come back to the board for an amendment. Assistant Airport Director of Planning & Engineering Remington stated they look very closely at proposals such as this. They worked with the client to get the tower below an acceptable height from their standpoint. Their primary concern is the safety of passengers flying from the airport. It was looked at from an IFR standpoint which resulted in them lowering the height of the tower, they looked at it from a 1,000-foot extension on an 8,000 foot runway. They looked at it as if it existed today and if it was extended in the future, it would not be in conflict with the runway as it is today and in the future. Bob Gerold lives in the area, he would like the tower moved back, he does not want the red blinking light coming into his front window and feels it's an intrusion into their neighborhood. Assistant Airport Director Remington stated the obstruction lighting was a request from the airport to prevent aircraft from striking the tower, they can shield that obstruction light from the bottom so that those on the ground can't see it, it would only be visible to aircraft. Carole Conde, resident close to Walmart spoke out against the tower being put in that location, if it has to be put there, please move it to a different location in the parking lot. Chris Wilde just asked the board to consider the families that live in the neighborhood. Harold Timmons went over some of the photos in the slide presentation, he feels the trees in the neighborhood will block the visibility of the tower for the neighborhood. There has not been any discussion with Walmart about moving the tower, he feels they would not be open to doing so, they usually want you in an area they do not utilize. He will make sure to have that conversation with Walmart to see if they are willing to move it and they are willing to look at what they can do to mitigate the lighting on the

structure such as shielding that meets the Airports requirements. Airport Assistant Director Remington went over the calculations for determining the height differential for moving the tower closer to the airport. They will do some research of examples of the lights with the shields to see how it looks from a neighbor's standpoint. The red light would be a steady burning red light not a strobing light, it would always be on. The lower they take the tower the less carriers would be able to utilize the tower. The board went back over the six standards to approve the conditional use request. Assistant Airport Director Remington had made a comment earlier just because it's legal doesn't mean it's a good idea, he expanded on that comment. Building towers of any type in the direct approach of a runway is not a sound planning principle. In this instance, they have been careful to try and ensure what the requirements are for the FAA. More discussion took place regarding what would have to be done for the neighbors to help them be more accepting of the tower. Board Member Grundhoefer stated that they have met all the requirements and zoning allows for this use. Assistant Planning & Zoning Manager Harding mentioned that regardless of what the board decides, it will go before the city council. As with all conditional uses, the city reserves full authority to deny any request for a conditional use or to impose reasonable conditions on that use. **Chairperson Ritz made the motion to recommend approval of the conditional use of the tower at its current height, and that the applicant investigate using shields for the illuminated red lights as described by the Airport's representative. Board Member Grundhoefer seconded the motion and it carried 4-2, with Board Member Van Hoose and Vice Chairperson Larson dissenting.**

Open Forum – none

Discussion

Planning & Zoning Manager Cannon gave an update on the LDC assessment by Inspire and the five-day working sessions. All the information is with Inspire Placemaking to put into a report to come back to staff to make comments. The project is on track to come before the board in May for an informational presentation. Board Member Van Hoose stated that they did a great job with assessment. Staff then went over items that the board voted on that went before city council.

Adjournment – With no further business, the Board adjourned at 5.10 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

PROPOSED
ORDINANCE NO. 8-24

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
AND FUTURE LAND USE MAP OF THE CITY OF
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following small scale development amendment to the comprehensive plan and future land use map of the city;

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

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

THE NORTH 60 FEET OF LOT 6 AND THE NORTH 60 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4658, PAGE 1005, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND

THE NORTH 48 FEET OF THE EAST 68.68 FEET OF LOT 6, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN ESCAMBIA COUNCIL, FLORIDA; AND

THE SOUTH 90 FEET OF LOT 6 AND THE SOUTH 90 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA STREET, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

shall be amended from the "MDR," Medium Density Residential Land Use District designation, to "O," Office Land Use District designation.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. 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's title/reference: P.O. No. 8-24. AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; 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):

That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

The North 60 feet of Lot 6 and the North 60 feet of the East 1/2 of Lot 5, Block 58, East King Tract, according to the map of the City of Pensacola by Thomas C. Watson in 1906, or the Public Records of Escambia County, Florida. Less and Except the property described in official records book 4658, pages 1005, or the Public Records of Escambia County, Florida

The North 48 feet of the East 68.68 feet of Lot 6, Block 58, East King Tract, East of Tarragona, according to the map of the City of Pensacola by Thomas C. Watson in 1906. Land situate, lying and being in Escambia Council, Florida

The South 90 feet of Lot 6 and the South 90 feet of the East 1/2 of Lot 5, Block 58 East King Tract, East of Tarragona Street, according to the map of the City of Pensacola by Thomas C. Watson in 1906. Land situate, lying and being in Escambia County, Florida.

is hereby changed from "MDR" medium-density residential, to "O" Office.

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 ordinance would amend the future land use map for currently developed privately-owned parcels would not have an adverse economic impact on a private, for-profit business in the city.

PROPOSED
ORDINANCE NO. 9-24

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on March 21, 2024, concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

THE NORTH 60 FEET OF LOT 6 AND THE NORTH 60 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4658, PAGES 1005, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND

THE NORTH 48 FEET OF THE EAST 68.68 FEET OF LOT 6, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA; AND

THE SOUTH 90 FEET OF LOT 6 AND THE SOUTH 90 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58 EAST KING TRACT, EAST OF TARRAGONA STREET, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

shall be amended such that the above-described property's zoning classification is hereby changed from R-1AA, One- and Two-Family Zoning District to R-2, Residential/Office Zoning District.

SECTION 2. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



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. 9-24. AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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):

That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

The North 60 feet of Lot 6 and the North 60 feet of the East 1/2 of Lot 5, Block 58, East King Tract, according to the map of the City of Pensacola by Thomas C. Watson in 1906, or the Public Records of Escambia County, Florida. Less and except the property described in official records book 4658, pages 1005, or the Public Records of Escambia County, Florida

The North 48 feet of the East 68.68 feet of Lot 6, Block 58, East King Tract, East of Tarragona, according to the map of the City of Pensacola by Thomas C. Watson in 1906. Land situate, lying and being in Escambia Council, Florida

The South 90 feet of Lot 6 and the South 90 feet of the East 1/2 of Lot 5, Block 58 East King Tract, East of Tarragona Street, according to the map of the City of Pensacola by Thomas C. Watson in 1906. Land situate, lying and being in Escambia County, Florida.

is hereby changed from R-1AA, One- and Two-Family Zoning District to R-2, Residential/Office Land Use District.

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 ordinance would amend the zoning map for currently developed privately-owned parcels would not have an adverse economic impact on a private, for-profit business in the city.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-234

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

PROPOSED ORDINANCE NO. 8-24 - FUTURE LAND USE MAP AMENDMENT - BLOUNT STREET AND 6TH AVENUE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 8-24 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

Rajiv Rajah is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1421 North 6th Avenue (total of two parcels) and 1419 North 6th Avenue. The properties are currently zoned R-1AA, Medium-Density Residential Zoning District, and the existing Future Land Use (FLU) designation is MDR, Medium-Density Residential. The applicant is proposing to amend the zoning district to R-NC, Residential/Neighborhood Commercial Zoning District, and the FLU to Residential/Neighborhood Commercial Land Use.

After deliberations, the Planning Board recommended that the applicant modify their request for the zoning designation from R-NC to Residential/Office (R-2) due to the residential character of the surrounding neighborhood. The applicant did not object to the modified recommendation.

On February 13, 2024, the Planning Board voted 6:0 to recommend approval of the modified request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/13/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Manager

ATTACHMENTS:

1. Proposed Ordinance No. 8-24
2. Business Impact Analysis Report - Proposed Ordinance No. 8-24
3. Application - Zoning and FLUM Amendment-Blount and 6th
4. Planning Board Minutes - 2/13/2024

PRESENTATION: No

PROPOSED
ORDINANCE NO. 8-24

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
AND FUTURE LAND USE MAP OF THE CITY OF
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following small scale development amendment to the comprehensive plan and future land use map of the city;

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

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

THE NORTH 60 FEET OF LOT 6 AND THE NORTH 60 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4658, PAGE 1005, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND

THE NORTH 48 FEET OF THE EAST 68.68 FEET OF LOT 6, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN ESCAMBIA COUNCIL, FLORIDA; AND

THE SOUTH 90 FEET OF LOT 6 AND THE SOUTH 90 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA STREET, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

shall be amended from the "MDR," Medium Density Residential Land Use District designation, to "O," Office Land Use District designation.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. 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's title/reference: P.O. No. 8-24. AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; 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):

That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

The North 60 feet of Lot 6 and the North 60 feet of the East 1/2 of Lot 5, Block 58, East King Tract, according to the map of the City of Pensacola by Thomas C. Watson in 1906, or the Public Records of Escambia County, Florida. Less and Except the property described in official records book 4658, pages 1005, or the Public Records of Escambia County, Florida

The North 48 feet of the East 68.68 feet of Lot 6, Block 58, East King Tract, East of Tarragona, according to the map of the City of Pensacola by Thomas C. Watson in 1906. Land situate, lying and being in Escambia Council, Florida

The South 90 feet of Lot 6 and the South 90 feet of the East 1/2 of Lot 5, Block 58 East King Tract, East of Tarragona Street, according to the map of the City of Pensacola by Thomas C. Watson in 1906. Land situate, lying and being in Escambia County, Florida.

is hereby changed from "MDR" medium-density residential, to "O" Office.

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 ordinance would amend the future land use map for currently developed privately-owned parcels would not have an adverse economic impact on a private, for-profit business in the city.

REZONING



Please check application type:

☐ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Rajiv Rajah Date: 1.10.2024

Address: 1010 N Hayne St Unit 5

Phone: (850) 696-7443 Fax: _____ Email: rrt_llc@yahoo.com

Property Information:

Owner Name: Rajiv T Rajah Trustee For Rajah Revocable Trust Phone: 850.696.7443

Location/Address: 1419 North 6th Avenue

Parcel ID: 0 0 - 0 S - 0 0 - 9 0 2 0 - 0 5 0 - 0 5 8 Acres/Square Feet: .228

Zoning Classification: Existing R-1AA Proposed R-NC

Future Land Use Classification: Existing MDR Proposed RNC

Reason Rezoning Requested: _____

There are two other parcels in this request 000S009020051058 and 000S009020052058

See attached sheet

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 11 day of January, 2024.

Rajiv Rajah
Applicant Signature

Rajiv Rajah
Applicant Name (Print)

Rajiv Rajah
Owner Signature

Rajiv Rajah
Owner Name (Print)



GREG PAUL-WAYNE GROVER

Notary Public

State of Florida

Comm# HH257899

Expires 4/27/2026

Sworn to and subscribed to before me this 11th day of January, 20 24

Name: Greg P. Grover

Commission Expires: 4/27/2024

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

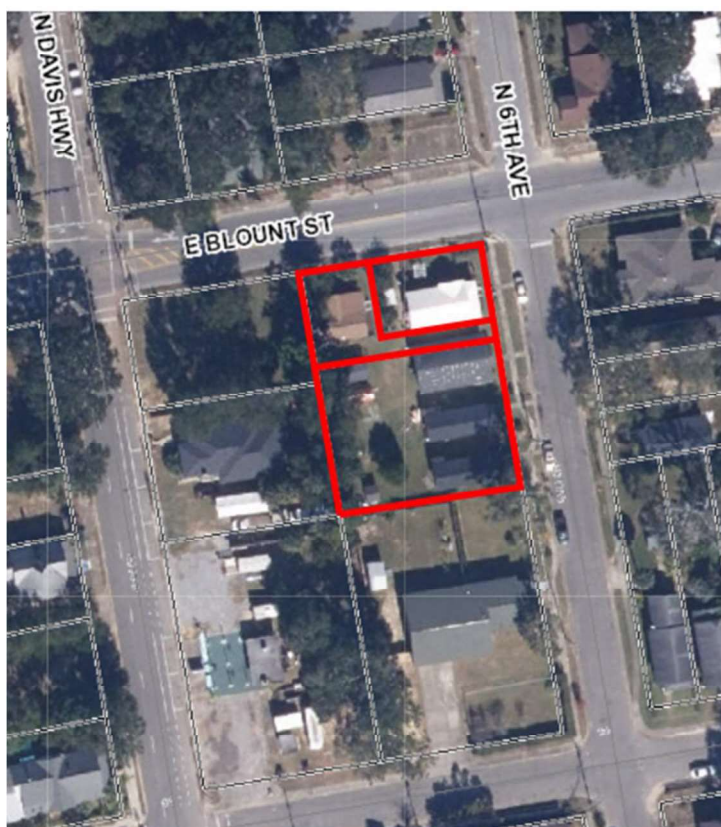
RE: Rezoning and FLUM Application

Dear City of Pensacola,

Please find enclosed the rezoning and FLUM application and required attachments for the following properties per City of Pensacola:

Parcel ID	Address	Owner	Current Zoning	Requested Zoning	Current FLUM	Requested FLUM
00-05-00-9020-052-058	1421 North 6th Ave	Rajah T Rajiv Trustee Rajah Revocable Trust	R-1AA	R-NC	MDR	RNC
00-05-00-9020-051-058	1421 North 6th Ave	Rajah T Rajiv Trustee Rajah Revocable Trust	R-1AA	R-NC	MDR	RNC
00-05-00-9020-050-058	1419 North 6th Ave	Rajah T Rajiv Trustee Rajah Revocable Trust	R-1AA	R-NC	MDR	RNC

The three contiguous parcels are located at the corner of N 6th Ave and E Blount St as shown in the map below and in the attachments included with this submission.



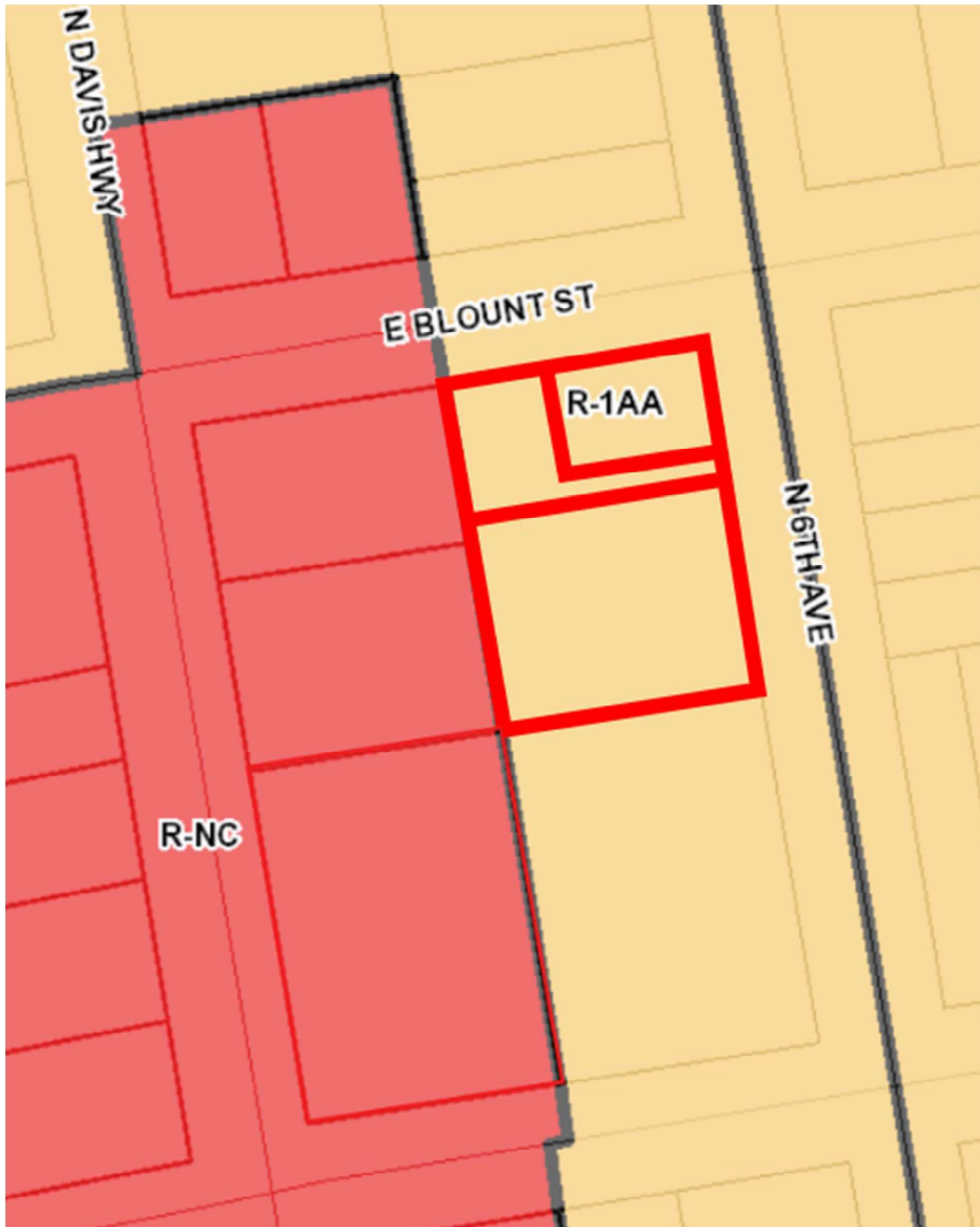
Existing Conditions.

- The properties owned by RAJIV T RAJAH TRUSTEE FOR RAJAH REVOCABLE TRUST are located within the R-1AA zoning district as well as the CRA Urban Design Overlay District (CRAUDOD). The CRAUDOD applies to new development and does not apply to existing buildings. Therefore, when reviewed the properties for zoning compliance, the property zoning that applies is R-1AA standards.
- The zoning district line for R-1AA bisects this particular block, BLK 58 East King Tract, with the adjacent properties on the west side of the block being located within the R-NC zoning district.
- Within the R-1AA zoning district, the minimum lot size is 5,000 SF with a minimum lot width of 40 feet. The applicable setbacks are: FY= 30'; RY= 30'; SY= 6'. Only one primary residence and one accessory dwelling unit is allowed per parcel.
- The parcel identified at 1419 North 6th Avenue contains 3 dwelling units on a single parcel and 1421 North 6th Ave consists of two separate parcels each with 1 dwelling unit on the parcel. The parcels identified by parcel numbers 000S009020050058, 000S009020051058, and 000S009020052058 are all under common ownership and are currently undersized for the R-1AA district.

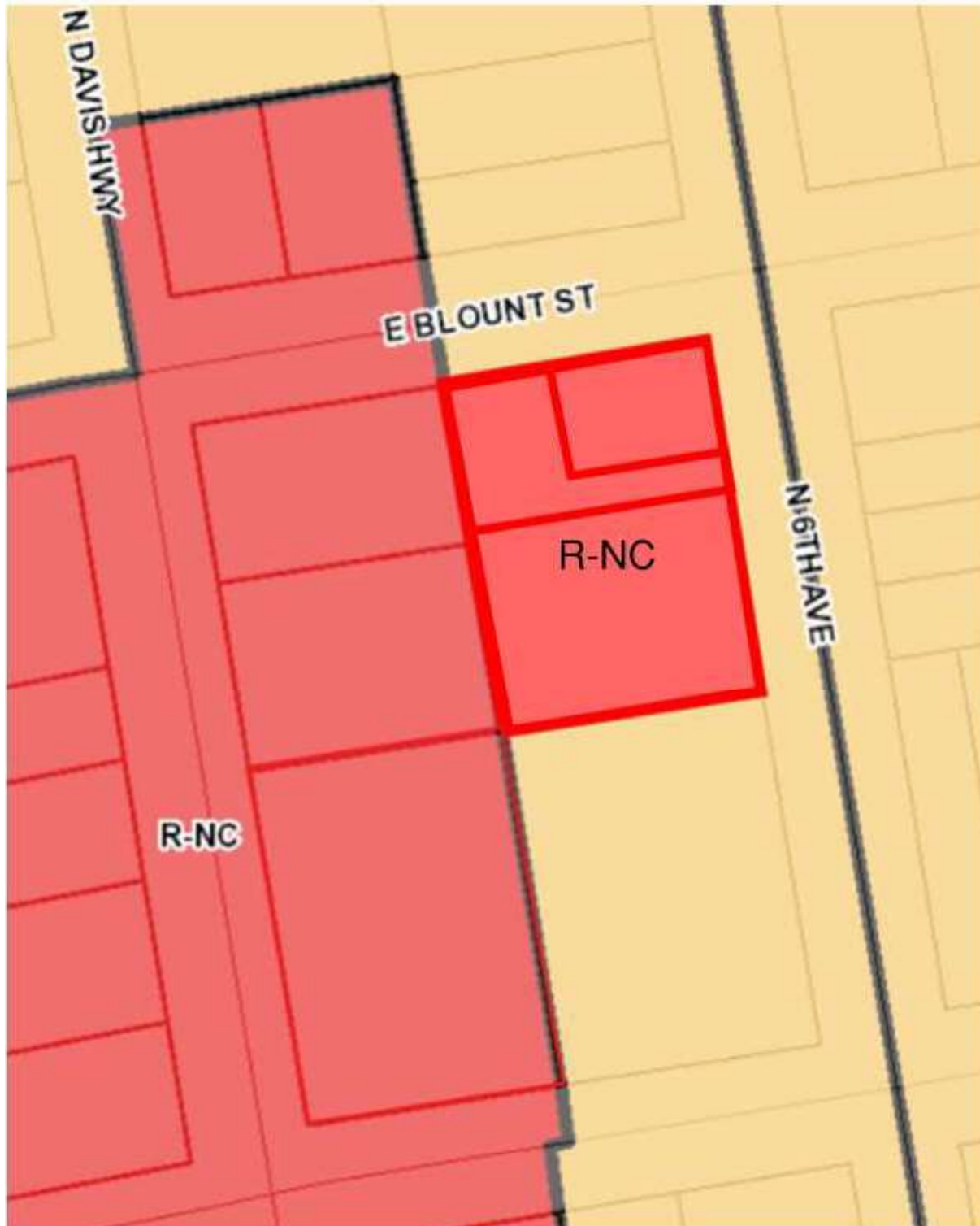
Reasoning for Request:

The desired goal is to bring the lots into compliance with use and lot size to the greatest extent possible. The changing of the Zoning and the FUME would allow for slightly smaller setbacks and aligning closer to the newer CRAUDOD zoning desires and CRA zoning. The owner would also like to explore the possibility of developing residential accessory dwelling units on the property at a future date.

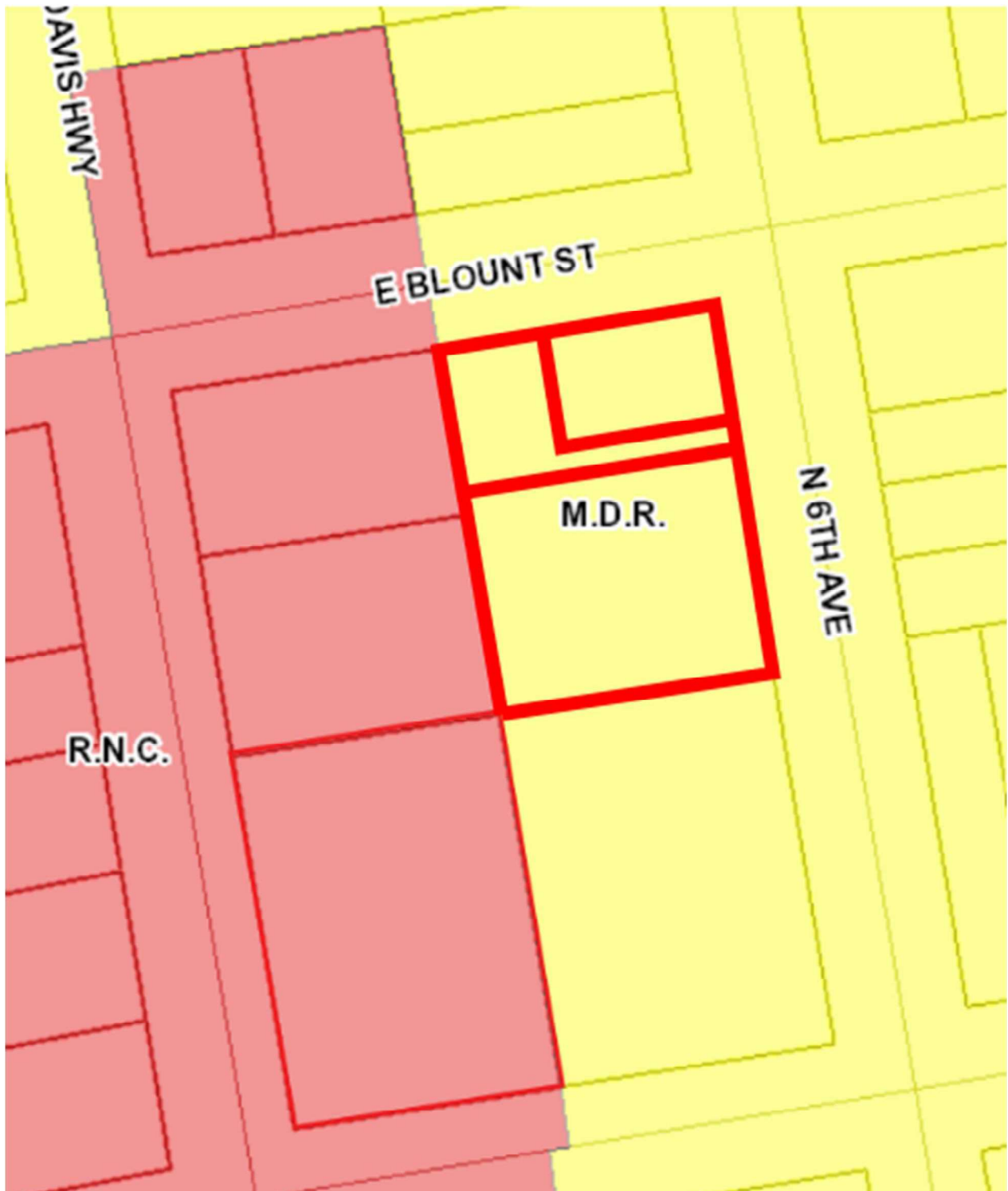
Existing Zoning



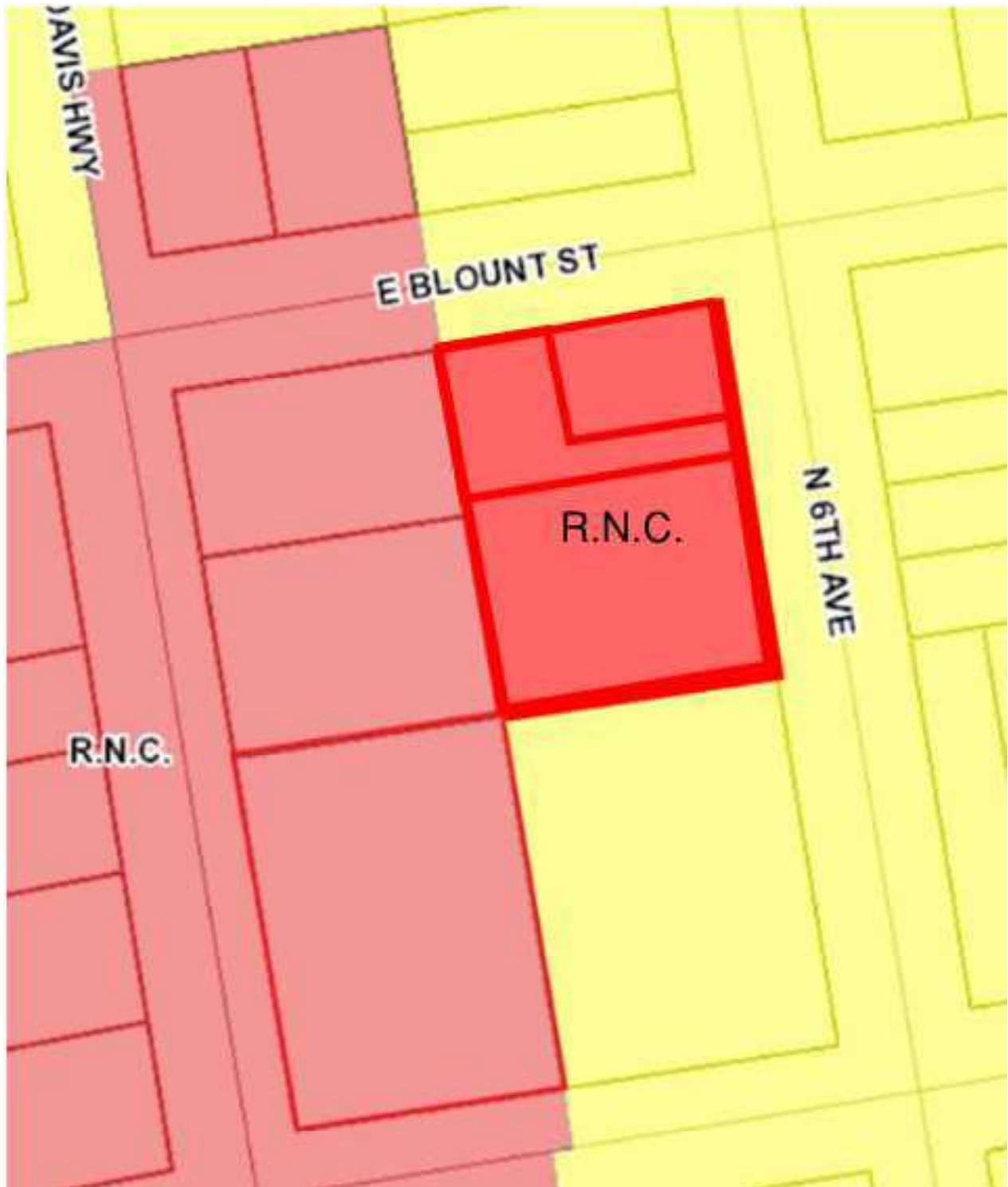
Proposed Zoning

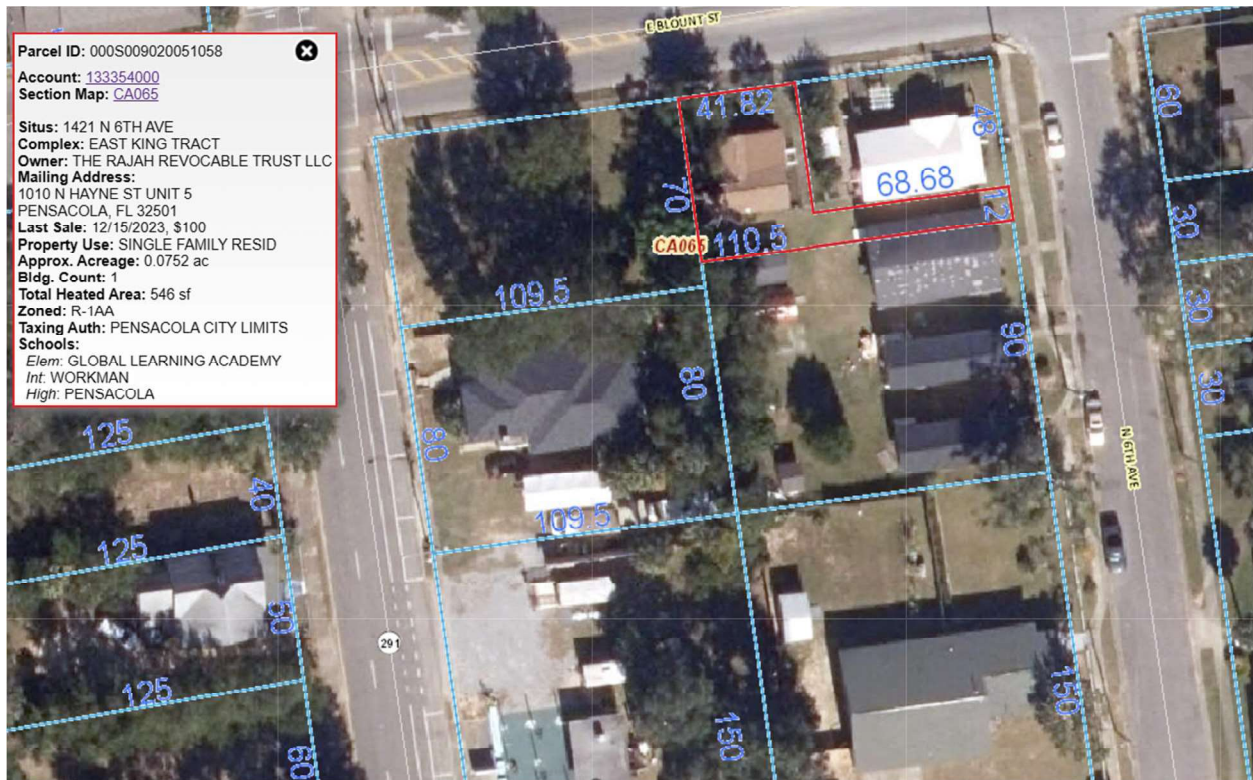


Existing FLUM Zoning



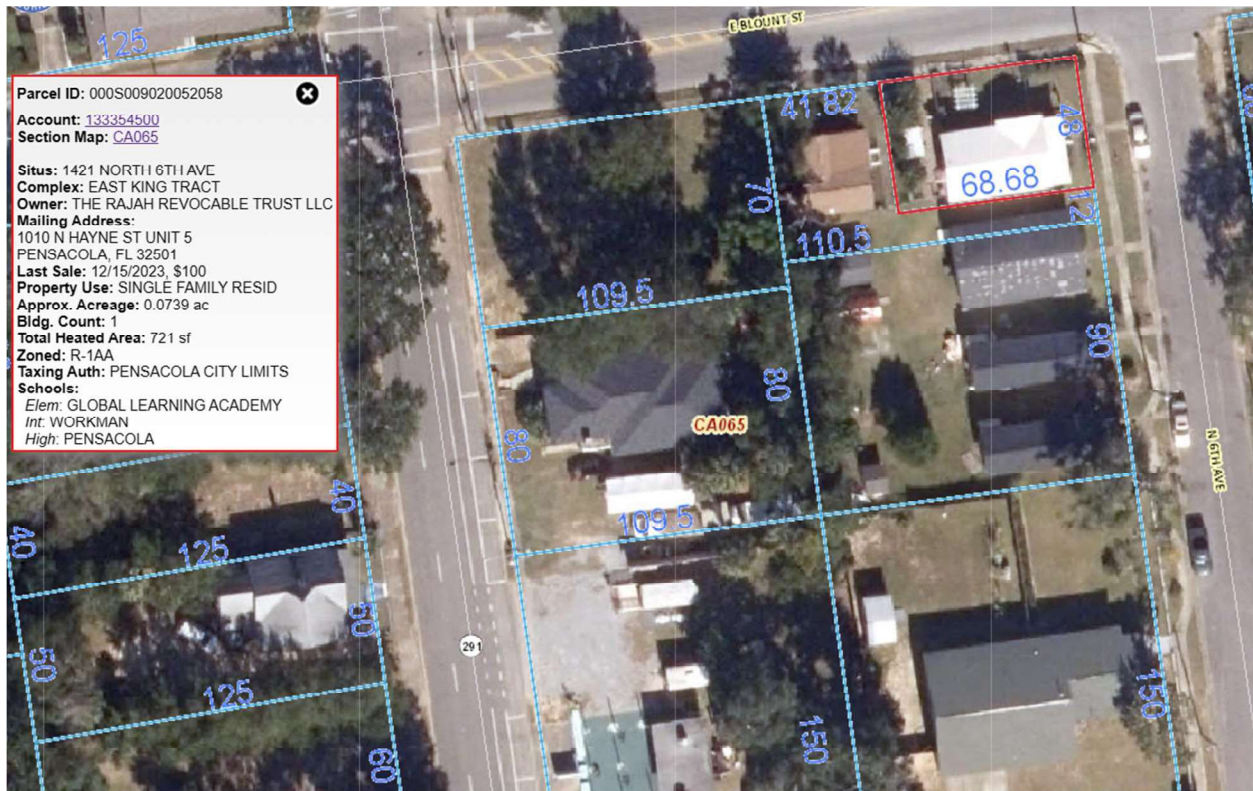
Proposed FLUM Zoning





Legal Description:

The North 60 feet of Lot 6 and the North 60 feet of the East ½ of Lot 5, Block 58, East King Tract, according to the map of the City of Pensacola by Thomas C Watson in 1906, of the Public Records of Escambia County, Florida. Less an Except the property described in official records book 4658, page 1005, of the Public Records of Escambia County, Florida.



Legal Description:

The North 48 feet of the East 68.68 feet of Lot 6, Block 58, East King Tract, East of Tarragona, according to the map of the City of Pensacola by Thomas C. Watson in 1906. Land situate, lying and being in the Escambia County, Florida.



Legal Description:

The South 90 feet of Lot 6 and the South 90 feet of the East ½ of Lot 5, Block 58, East King Tract, East of Tarragona Street, according to the map of the City of Pensacola by Thomas C Watson in 1906. Land Situate, Lying and Being in the Escambia County, Florida

Prepared by and return to:
Kerry Anne Schultz, Esquire
Schultz Law Group, P.L.L.C.
2779 Gulf Breeze Parkway
Gulf Breeze, Florida 32563

****CORRECTIVE QUIT CLAIM DEED**

*****This Corrective Quit Claim Deed correctly identifies the Legal Description in that
Certain Quit Claim Deed Recorded in Book 8410, at Page 1734, in the Official Records in
Escambia County, Florida.***

This Quit Claim Deed made this 15th day of December, 2021, by **RAJIV T. RAJAH**, a single man, as to his non-homestead property, whose post office address is 1010 N. Hayne Street, #5, Pensacola, Florida 32501 (“**GRANTOR**”), to **RAJIV T. RAJAH, as Trustee of the RAJAH REVOCABLE TRUST**, dated April 20 2018, whose post office address is 1010 N. Hayne Street, #5, Pensacola, Florida 32501 (“**GRANTEE**”).

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has Granted, bargained, and sold to the said Grantee, and Grantee’s heirs and assigns forever, the following described land, situate, lying and being in **Escambia** County, Florida more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

and said Grantor do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit and behalf of the said GRANTEE forever.

NOTE: THE PREPARER OF THIS DEED REPRESENTS THAT: THIS DEED HAS BEEN PREPARED AT THE EXPRESS DIRECTION AND REQUEST OF THE ABOVE GRANTOR AND/OR GRANTEE SOLELY FROM LEGAL DESCRIPTION PROVIDED TO THE PREPARER BY THE SAID GRANTOR AND/OR GRANTEE; THAT, NO SURVEY, OR INSPECTION OF THE ABOVE PROPERTY HAS BEEN PERFORMED BY THE PREPARER, NOR HAS THE PREPARER BEEN PROVIDED SUCH DOCUMENTS; THAT THE TITLE TO THE ABOVE-DESCRIBED REAL PROPERTY HAS NOT BEEN EXAMINED BY THE PREPARER; THAT THE PREPARER MAKES ABSOLUTELY NO REPRESENTATIONS, WARRANTIES, OR GUARANTEE WHATSOEVER AS TO THE STATUS OF THE TITLE OR THE OWNERSHIP OF THE REAL PROPERTY DESCRIBED ABOVE; THAT THIS CONVEYANCE IS SUBJECT TO, AND MAY BE AFFECTED BY, ANY AND ALL RESERVATIONS, LIENS, RESTRICTIONS, AND OTHER ENCUMBRANCES OF RECORD AND BY ANY UNPAID AD VALOREM REAL PROPERTY TAXES, PAST OR PRESENT; AND THAT THESE MATTERS HAVE BEEN EXPLAINED TO, AND UNDERSTOOD BY, THE ABOVE SAID GRANTOR AND/OR GRANTEE.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

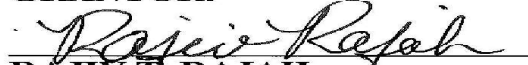
SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

WITNESSES:


Print: Angela Faulkner

Print: Laura Welsh

GRANTOR:


RAJIV T. RAJAH

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of December, 2021, by **RAJIV T. RAJAH**, who is ☐ personally known to me or ☒ who has produced FL Driver License as identification and has not taken an oath.


Laura Frost
Notary Public
State of Florida
Comm# HH016843
Expires 7/1/2024


NOTARY PUBLIC
Commission No.:
My Commission Expires:

Exhibit "A"

**S 90 FT OF LT 6 AND OF E1/2 OF LT 5 BLK 58 EAST KING TRACT OR 6044 P
1038/1429/1778 CA 65**

AND ALSO

THE NORTH 48 FEET OF THE EAST 68.68 FEET OF LOT 6, BLOCK 58 EAST KING TRACT, EAST OF TARRAGONA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906.

AND ALSO

THE NORTH 60 FEET OF LOT 6 AND OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, ACCORDING TO MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4658, PAGE 1005, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.

This Instrument Prepared By:
Matthew C. Hoffman
Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, L.L.C.
161 W. Main Street, Suite 200
Pensacola, FL 32502
850-266-2300
File Number: 5113.48647 A

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 15th day of December, 2023 between **Rajiv T. Rajah, individually and as Trustee of the Rajah Revocable Trust dated April 20, 2018** ("Grantor"), whose address is 1010 North Hayne Street, Unit 5, Pensacola, FL 32501, and **The Rajah Revocable Trust LLC, a Florida limited liability company** ("Grantee"), whose address is 1010 North Hayne Street, Unit 5, Pensacola, FL 32501:

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this Instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, companies, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

PARCEL 1:

THE SOUTH 90 FEET OF LOT 6 AND THE SOUTH 90 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA STREET, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN THE ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 60 FEET OF LOT 6 AND THE NORTH 60 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4658, PAGE 1005, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

PARCEL 3:

THE NORTH 48 FEET OF THE EAST 68.68 FEET OF LOT 6, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN THE ESCAMBIA COUNTY, FLORIDA.

The above-described property is not the homestead of Grantor, nor is it contiguous to the homestead of Grantor, under the laws and constitution of the State of Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And subject to taxes for the current year and later years and all valid easements and restrictions or record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And Grantor does warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptions set forth herein.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Megan M. Crooke
WITNESS
Print Name: Megan M. Crooke

Witness Address:

151 W. Main St, Ste 200
Pensacola, FL 32502

Matthew C. Hoffman
WITNESS
Print Name: Matthew C. Hoffman

Witness Address:

151 W. Main St, Ste. 200
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

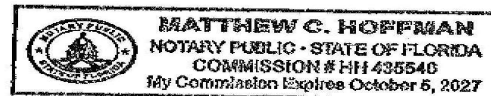
The foregoing Warranty Deed was sworn to, subscribed, and acknowledged before me by means of (✓) physical presence or () online notarization this 15th day of December, 2023, by Rajiv T. Rajah, individually and as Trustee of the Rajah Revocable Trust dated April 20, 2018, on behalf of said trust.

Matthew C. Hoffman
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known: Matthew C. Hoffman ✓ OR Produced Identification: _____

Type of Identification

Produced: _____





MINUTES OF THE PLANNING BOARD
February 13, 2024

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

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Assistant City Attorney Lindsay, Assistant City Administrator Forte, Help Desk Technician Russo, Development Services Director Morris, City Surveyor Odom, Development Services Coordinator Statler, Executive Assistant Chwastyk, Assistant Airport Director Remington, Administrative Assistant Partington

STAFF VIRTUAL: None

OTHERS PRESENT: Douglas Wassmer, DD Gomes, Henry Gomes, Carol Conde, Renee Wilhoit, Chris Wilde, John Bullock, Royiv Rayah, Verkat Kardi, Ashok Ailtharaju, Bob Gerold, Joseph Kyle, Shankar Gadupudi, Chris Tonn, Tony Jones, Charles Liberis, Brian Spence, James Gulley, Ronnie Mart, Jawad Ayyad, Ibrahim Ayyad, Alan Gray, Amir Fooladi, Calli Sivils, John Buzzell

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 9, 2024
- **New Business:**
- Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD
- Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 Elkton Street, Zone R-1A
- Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC
- Conditional Use Permit for Communications Tower – 2650 Creighton Road, Zone C-

- 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 Van Hoose made a motion to approve the January 9, 2024, minutes, seconded by Board Member Sampson, and it carried 6:0.

New Business –

Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD

Assistant Planning & Zoning Manager Harding introduced the item. SMP Architecture is requesting conceptual aesthetic review for a new 48-unit residential development with parking. Since this item is for conceptual review, staff has not examined the preliminary renderings for strict compliance with the Gateway Redevelopment District standards, stormwater requirements, landscaping, etc. At this time, the applicants are only asking for the board's feedback regarding the overall design, massing, and siting of the project and its features. This application has been routed through the various City departments and utility providers.

The purpose of the Gateway Redevelopment District was read to the board members. Brian Spencer of SMP spoke to the board. The parcel backs up to C-3, near Bagel Heads and across from the site is the back of South Market Restaurant, all businesses within the area were mentioned. Mr. Spencer point out that there's more redevelopment opportunity in GRD since a common theme among other developments is not present. Phillip Partington of SMP addressed the board next. He presented more slides for the board to view and went over what is allowed in zoning district GRD, feeling this is an appropriate use for this property; proposing 96-units, 48-units per building which is about half of the maximum density allowed. Off-street parking requires 1 space per unit, they will have 96-units they and will be providing 240 spaces all within the footprint of the building. Mr. Partington went over the required setbacks, 10 feet on Gregory side and 5 feet on other boundaries. Primary access is on Heinberg, along they may look at providing access on Old Gregory to the east of where the bridge comes in at, they would have to get FDOT approval since it's a state road, but for now access will be on Heinberg. The way they want to build will provide view corridors with 64 percent lot coverage, they will be 40 percent open. The design team met with City Arborist, and designed around a massive tree in the middle, they are preserving a number of trees and will mitigate if necessary. Board Member Grundhoefer asked about material being used and why they are no longer making it white, Mr. Partington felt it was too much white so they are using a warm mahogany tone of stucco. They plan on using a screen type material for the green wall to grow on. Balconies will have restrictions; those will be addressed in covenants. They will try to get access to Gregory towards the eastern end of their property. The pumphouse is owned by Pensacola Energy, they own property all around. It was confirmed that Gregory is a state road, any changes would have to have prior approval from the FDOT. Exit and entrance will be on Heinberg, no plans to widen. Board Member Powell appreciated the applicant

going line by line through the code. Board Member Van Hoose appreciated the representative pictures presented and inquired if they were committed to the colors in the renderings. Mr. Partington replied yes, though there may be minor changes. The development will have a deep pile foundation, so they are not concerned with noise of train tracks. Mr. John Bullock spoke and has concerns about the access only being on Heinberg since there's a possibility of 240 more cars on Heinberg with this new development. He feels a traffic study should be done. Mr. Alan Gray also spoke and hopes this will be looked at favorably. Mr. Chris Tonn spoke and has traffic concerns for Heinberg as well, and welcomes additional traffic studies. City of Pensacola transportation planner is aware of project and will be kept in the loop and will be speaking to those associated with the project. Brian Spencer mentioned the condo residents have a fluid schedule, not concentrated at specific times for those concerned about the traffic. The board offered the applicants ideas and concepts of the board's interpretation and observations and that the applicants will take those to heart. **Board Member Powell made the motion to recommend conceptual approval, seconded by Vice Chairperson Larson, and it carried 6:0.**

Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 BLK Elkton Street, Zone R-1A

Assistant Planning & Zoning Manager Harding introduced the item. A request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels under a single ownership. The purpose is to develop the parcels as a subdivision which will also be reviewed by Planning Board in the future. This application is a rehearing, and the original application was presented in August 2023 where the board voted 6-0 to "deny the application without prejudice and to allow the applicant to return to Planning Board to verify concerns heard by the public". The applicant has had further discussions with neighbors. This request has been routed through the various City departments and utility providers. Mr. Charles Liberis, the applicant, addressed the board. The property is to the east side of Bayou Chico, has a right-of-way that has never been used. A vacation will not impact the neighbors to the north since they have an exit to the north of their property. He asked that the board please reconsider. Board Member Grundhoefer asked if access to water has been resolved, Liberis stated it has not been resolved and it's private property, any one going to the water that way is trespassing. This is a city right-of-way, if the vacation is approved, it will be basically deeded to the property owner or applicant. The board members had a discussion regarding access for properties surrounding the property in question. What has changed from the last meeting is the homeowner that had concerns, no longer has those concerns. Ms. Renee Wilhoit spoke and stated that would have a problem if she will be land locked if this approved. She's not against this item, she just does not want it to affect her negatively. No one uses the right-of-way currently. The homes located at 3501 and 3505 Marques still have access to public right-of-way if this vacation goes through. Staff confirmed that Ms. Wilhoit's property would not be impacted as a result of a vacation. Mr. Douglas Wassmer spoke and felt that there's no water access on Marques Street. Chairperson Ritz reiterated that his comment did not apply to the item they are discussing. Board Member Grundhoefer asked if the City could clean this right-of-way up, Assistant City Attorney Lindsay replied that it requires private parties to resolve it, but the city would cooperate in any way they can. **Board Member Grundhoefer made**

a motion to approve, seconded by Board Member Van Hoose and it carried 6:0.

Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA

Assistant Planning & Zoning Manager Harding introduced the item. Rajiv Rajah is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1421 N. 6th Avenue (total of two parcels) and 1419 N. 6th Avenue. The properties are currently zoned R-1AA, Medium-Density Residential Zoning District, and the existing Future Land Use (FLU) designation is MDR, Medium-Density Residential. The applicant is proposing to amend the zoning district to R-NC, Residential/Neighborhood Commercial Zoning District, and the FLU to Residential/Neighborhood Commercial Land Use. The properties are currently “existing nonconforming” in terms of land use and setbacks. If approved, the desire is to bring the lots into zoning compliance with the intent to later subdivide, since the requested zoning would accommodate smaller setbacks and lot requirements. This application has been routed through the various City departments and utility providers. Currently R-1AA zoning allows for single-family detached, duplexes, townhomes, cemeteries, churches and currently one of the lots has three single family detached residences which would not be normally permitted in this zoning district. R-NC allows for residential design manufactured homes, retail food and drugstore, personal service shops, clothing and fabric stores, specialty shops, floral shops, bakeries, health clubs, martial arts studios, laundromats, outdoor sales of trees and shrubs and any uses permitted in R-2. It was reiterated that the board is not approving a project, they are reviewing a proposed change to the zoning, and any of those allowed uses could become by right allowed if this goes through to city council. This would have two readings before city council since ordinances are involved. Mr. Rajiv Rajah, the owner of the parcels was there to address the board. Board Member Grundhoefer wanted clarification, R-1AA does not allow multi-family, but it's already there. Multi-family is treated as commercial. All lots have structures on them, none are vacant. Board Member Van Hoose inquired as to why he needed the rezoning, applicant replied he was under the impression that it had to be rezoned in order to be able to split the lot to bring it into compliance. If existing houses remain it would be exempt from the CRA overlay requirements, defer to underlying zoning districts for minimum lot sizes. A discussion began about if re-platting the parcels would then bring it into compliance. The board discussed how R-2 is less intensive than R-NC, the board may suggest going to R-2 instead and it would be legal since it would be transitional zone and not spot zoning. Board Member Grundhoefer stated he will not support R-NC, but will support R-2. The applicant still has the ability to lobby for his original request when it goes before city council despite what the board recommends. Board Member Van Hoose stated she sees on the map R-NC on Davis and 6th, also that zoning only changes if an applicant requests it. This will go before city council on March 21st. **Mr. Vice Chairperson Larson made the motion to recommend approval to amend the subject properties to a transitional ‘R-2’ zoning district and a future land use designation of ‘O’. Board Member Grundhoefer recommended that language be added to state that Planning Board felt the original request to rezone the property to R-NC (with a future land use of RNC) was too intense of a designation from a 6th Avenue frontage, and therefore suggest that ‘R-2’ and ‘O’ be designated instead since it is less intensive. Chairperson Ritz agreed and added that amendment to ‘R-2’ and ‘O’ would act as transitional zoning and that it still works with the applicant’s desired use of the property. Vice Chairperson Larson amended his motion to reflect**

these statements. Board Member Powell seconded the motion and it carried 6:0. Mr. Tony Jones lives adjacent to property and spoke in opposition to R-NC and R-2. He feels there's already not enough parking and this would cause other issues. He stated he would be sure to speak at the city council against this request. He's at liberty to bring as many of his neighbors to the council meeting to voice their concerns. Chairperson Ritz stated that despite his concerns he doesn't feel it would have changed the outcome. The board was asked to confirm if Mr. Jones' comments would have changed their decisions, and all board members present verbally agreed that it did not and that the board's motion stands.

Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC

Assistant Planning & Zoning Manager Harding introduced the item. Bearing Point 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 annexation request for the subject parcels took place at the February 8, 2024, City Council meeting. The parcels are contiguous to the city limits, located along Airport Blvd, and encompass approximately 7.5 acres. The request indicates that the future plans for the property are to develop a 200-unit apartment complex. These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation. The city reviewed the adjacent zoning districts for the proposed use as multiple-family attached dwellings and recommends "Residential/Office Land Use District" (R-2) for the new zoning district and "Office" (O) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. Currently, Escambia County has it zoned as Commercial. There are no issues with the proposal, only if we were creating an enclave and we are not doing that. The board reviewed the map and the surrounding zones of those parcels. They chose R-2 because it is adjacent to existing R-2, and it allows multi-family without allowing all the heavy commercial uses aligning with the developer's request and intended development of the property. **Vice Chairperson Larson made the motion to recommend approval. Chairperson Ritz clarified that the motion was to recommend a zoning district of 'R-2' and a future land use of 'O' as proposed. It was further clarified that 'R-2' was an appropriate zoning assignment for the parcels since they were contiguous to other properties in the city zoned 'R-2' and 'O'. Board Member Powell seconded the motion and it carried 6-0.**

Conditional Use Permit for Communications Tower—2650 Creighton Road, Zone C-1

Assistant Planning & Zoning Manager Harding introduced the item. SBA Communications along with its service provider, Verizon Wireless, has requested a Conditional Use Permit for a Communication Tower at 1224 Creighton Road (Walmart Supercenter site). This property is currently zoned Commercial (C-1), which permits this use by the granting of a Conditional Use Permit. The proposed tower will be a 90-foot-tall monopole with a 5-foot-tall lighting rod, for a total height of 95 feet. Section 12-3-108 of the Land Development Code addresses this use with specific site plan requirements which have been included in this packet for review. This application has been routed through the various City departments and utility providers, including the Airport who have no objections so long as the total height of the tower is no taller than 95 feet and so long as the structure contains red obstruction lights. Assistant Planning & Zoning Manager Harding read aloud the six standards for approval of conditional use, they are as follows: 1) The proposed use shall

be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map, or regulation adopted by the city council. 2) The proposed use will not adversely affect the public health, safety, or welfare. 3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses. 4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection. 5) The proposed use will not create undue traffic congestion. 6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment. Harold Timmons, representing Tower Engineering Professionals presented the board with a slide presentation. The presentation includes why they feel the site is needed and the goal of the site. Development details were provided in the presentation; some of those provided where ingress/egress will be from Creighton Road, along an existing drive aisle located within a 20' non-exclusive access and utility easement, visitation limited to equipment support/maintenance personnel, signage is limited to safety and tower owner contact information, and lighting is required for air safety navigation. The tenant will be Verizon Wireless. The tower will be located on a part of Walmart's property that they do not utilize. Harold Timmons mentioned that Verizon complies with all Federal, state, and local requirements. The lighting on the structure is a safety feature for small aircraft that is being required by the local airport director. Board Member Sampson wanted to know why they chose that location since it's in direct path of aircraft. Harold Timmons replied, SBA has a relationship with Walmart, its heavy retail, highly commercial area, and they are willing landowners. Walmart selected the spot for the tower, it suits their needs, it's the best location to have the least amount of impact. They make sure to obtain approval from the FAA, they provide a notice of hazard of air navigation after they have studied it to make sure it's acceptable. They are bound to build what is approved by the board; they will abide by that. If they need to come back to the board for an amendment. Assistant Airport Director of Planning & Engineering Remington stated they look very closely at proposals such as this. They worked with the client to get the tower below an acceptable height from their standpoint. Their primary concern is the safety of passengers flying from the airport. It was looked at from an IFR standpoint which resulted in them lowering the height of the tower, they looked at it from a 1,000-foot extension on an 8,000 foot runway. They looked at it as if it existed today and if it was extended in the future, it would not be in conflict with the runway as it is today and in the future. Bob Gerold lives in the area, he would like the tower moved back, he does not want the red blinking light coming into his front window and feels it's an intrusion into their neighborhood. Assistant Airport Director Remington stated the obstruction lighting was a request from the airport to prevent aircraft from striking the tower, they can shield that obstruction light from the bottom so that those on the ground can't see it, it would only be visible to aircraft. Carole Conde, resident close to Walmart spoke out against the tower being put in that location, if it has to be put there, please move it to a different location in the parking lot. Chris Wilde just asked the board to consider the families that live in the neighborhood. Harold Timmons went over some of the photos in the slide presentation, he feels the trees in the neighborhood will block the visibility of the tower for the neighborhood. There has not been any discussion with Walmart about moving the tower, he feels they would not be open to doing so, they usually want you in an area they do not utilize. He will make sure to have that conversation with Walmart to see if they are willing to move it and they are willing to look at what they can do to mitigate the lighting on the

structure such as shielding that meets the Airports requirements. Airport Assistant Director Remington went over the calculations for determining the height differential for moving the tower closer to the airport. They will do some research of examples of the lights with the shields to see how it looks from a neighbor's standpoint. The red light would be a steady burning red light not a strobing light, it would always be on. The lower they take the tower the less carriers would be able to utilize the tower. The board went back over the six standards to approve the conditional use request. Assistant Airport Director Remington had made a comment earlier just because it's legal doesn't mean it's a good idea, he expanded on that comment. Building towers of any type in the direct approach of a runway is not a sound planning principle. In this instance, they have been careful to try and ensure what the requirements are for the FAA. More discussion took place regarding what would have to be done for the neighbors to help them be more accepting of the tower. Board Member Grundhoefer stated that they have met all the requirements and zoning allows for this use. Assistant Planning & Zoning Manager Harding mentioned that regardless of what the board decides, it will go before the city council. As with all conditional uses, the city reserves full authority to deny any request for a conditional use or to impose reasonable conditions on that use. **Chairperson Ritz made the motion to recommend approval of the conditional use of the tower at its current height, and that the applicant investigate using shields for the illuminated red lights as described by the Airport's representative. Board Member Grundhoefer seconded the motion and it carried 4-2, with Board Member Van Hoose and Vice Chairperson Larson dissenting.**

Open Forum – none

Discussion

Planning & Zoning Manager Cannon gave an update on the LDC assessment by Inspire and the five-day working sessions. All the information is with Inspire Placemaking to put into a report to come back to staff to make comments. The project is on track to come before the board in May for an informational presentation. Board Member Van Hoose stated that they did a great job with assessment. Staff then went over items that the board voted on that went before city council.

Adjournment – With no further business, the Board adjourned at 5.10 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-235

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

PROPOSED ORDINANCE NO. 9-24 - ZONING MAP AMENDMENT - BLOUNT STREET AND 6TH AVENUE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 9-24 on first reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

Rajiv Rajah is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1421 North 6th Avenue (total of two parcels) and 1419 North 6th Avenue. The properties are currently zoned R-1AA, Medium-Density Residential Zoning District, and the existing Future Land Use (FLU) designation is MDR, Medium-Density Residential. The applicant is proposing to amend the zoning district to R-NC, Residential/Neighborhood Commercial Zoning District, and the FLU to Residential/Neighborhood Commercial Land Use.

After deliberations, the Planning Board recommended that the applicant modify their request for the zoning designation from R-NC to Residential/Office (R-2) due to the residential character of the surrounding neighborhood. The applicant did not object to the modified recommendation.

On February 13, 2024, the Planning Board voted 6:0 to recommend approval of the modified request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/13/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Manager

ATTACHMENTS:

1. Proposed Ordinance No. 9-24
2. Business Impact Analysis Report - Proposed Ordinance No. 9-24
3. Application - Zoning and FLUM Amendment-Blount and 6th
4. Planning Board Minutes - 2/13/2024

PRESENTATION: No

PROPOSED
ORDINANCE NO. 9-24

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on March 21, 2024, concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

THE NORTH 60 FEET OF LOT 6 AND THE NORTH 60 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4658, PAGES 1005, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND

THE NORTH 48 FEET OF THE EAST 68.68 FEET OF LOT 6, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA; AND

THE SOUTH 90 FEET OF LOT 6 AND THE SOUTH 90 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58 EAST KING TRACT, EAST OF TARRAGONA STREET, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

shall be amended such that the above-described property's zoning classification is hereby changed from R-1AA, One- and Two-Family Zoning District to R-2, Residential/Office Zoning District.

SECTION 2. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



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. 9-24. AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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):

That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

The North 60 feet of Lot 6 and the North 60 feet of the East 1/2 of Lot 5, Block 58, East King Tract, according to the map of the City of Pensacola by Thomas C. Watson in 1906, or the Public Records of Escambia County, Florida. Less and except the property described in official records book 4658, pages 1005, or the Public Records of Escambia County, Florida

The North 48 feet of the East 68.68 feet of Lot 6, Block 58, East King Tract, East of Tarragona, according to the map of the City of Pensacola by Thomas C. Watson in 1906. Land situate, lying and being in Escambia Council, Florida

The South 90 feet of Lot 6 and the South 90 feet of the East 1/2 of Lot 5, Block 58 East King Tract, East of Tarragona Street, according to the map of the City of Pensacola by Thomas C. Watson in 1906. Land situate, lying and being in Escambia County, Florida.

is hereby changed from R-1AA, One- and Two-Family Zoning District to R-2, Residential/Office Land Use District.

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 ordinance would amend the zoning map for currently developed privately-owned parcels would not have an adverse economic impact on a private, for-profit business in the city.

REZONING



Please check application type:

☐ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Rajiv Rajah Date: 1.10.2024

Address: 1010 N Hayne St Unit 5

Phone: (850) 696-7443 Fax: _____ Email: rrt_llc@yahoo.com

Property Information:

Owner Name: Rajiv T Rajah Trustee For Rajah Revocable Trust Phone: 850.696.7443

Location/Address: 1419 North 6th Avenue

Parcel ID: 0 0 - 0 S - 0 0 - 9 0 2 0 - 0 5 0 - 0 5 8 Acres/Square Feet: .228

Zoning Classification: Existing R-1AA Proposed R-NC

Future Land Use Classification: Existing MDR Proposed RNC

Reason Rezoning Requested: _____

There are two other parcels in this request 000S009020051058 and 000S009020052058

See attached sheet

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 11 day of January, 2024.

Rajiv Rajah
Applicant Signature

Rajiv Rajah
Applicant Name (Print)

Rajiv Rajah
Owner Signature

Rajiv Rajah
Owner Name (Print)



GREG PAUL-WAYNE GROVER

Notary Public

State of Florida

Comm# HH257899

Expires 4/27/2026

Sworn to and subscribed to before me this 11th day of January, 20 24

Name: Greg P. Grover

Commission Expires: 4/27/2024

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

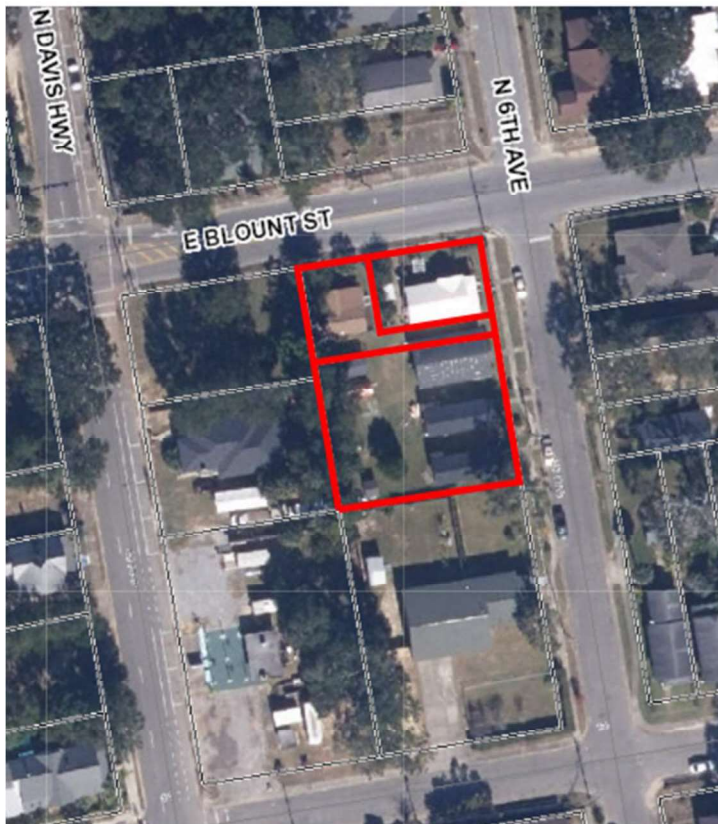
RE: Rezoning and FLUM Application

Dear City of Pensacola,

Please find enclosed the rezoning and FLUM application and required attachments for the following properties per City of Pensacola:

Parcel ID	Address	Owner	Current Zoning	Requested Zoning	Current FLUM	Requested FLUM
00-05-00-9020-052-058	1421 North 6th Ave	Rajah T Rajiv Trustee Rajah Revocable Trust	R-1AA	R-NC	MDR	RNC
00-05-00-9020-051-058	1421 North 6th Ave	Rajah T Rajiv Trustee Rajah Revocable Trust	R-1AA	R-NC	MDR	RNC
00-05-00-9020-050-058	1419 North 6th Ave	Rajah T Rajiv Trustee Rajah Revocable Trust	R-1AA	R-NC	MDR	RNC

The three contiguous parcels are located at the corner of N 6th Ave and E Blount St as shown in the map below and in the attachments included with this submission.



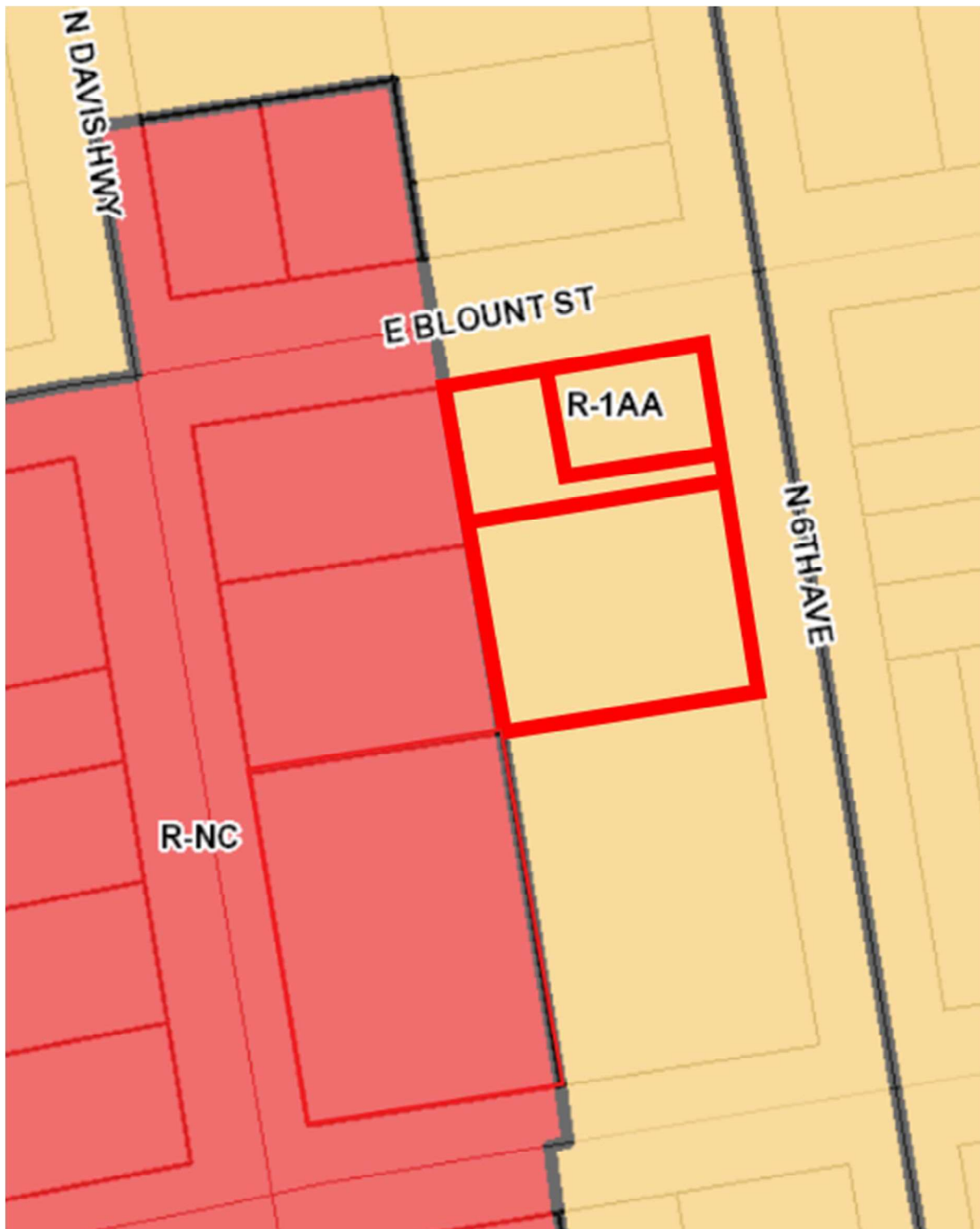
Existing Conditions.

- The properties owned by RAJIV T RAJAH TRUSTEE FOR RAJAH REVOCABLE TRUST are located within the R-1AA zoning district as well as the CRA Urban Design Overlay District (CRAUDOD). The CRAUDOD applies to new development and does not apply to existing buildings. Therefore, when reviewed the properties for zoning compliance, the property zoning that applies is R-1AA standards.
- The zoning district line for R-1AA bisects this particular block, BLK 58 East King Tract, with the adjacent properties on the west side of the block being located within the R-NC zoning district.
- Within the R-1AA zoning district, the minimum lot size is 5,000 SF with a minimum lot width of 40 feet. The applicable setbacks are: FY= 30'; RY= 30'; SY= 6'. Only one primary residence and one accessory dwelling unit is allowed per parcel.
- The parcel identified at 1419 North 6th Avenue contains 3 dwelling units on a single parcel and 1421 North 6th Ave consists of two separate parcels each with 1 dwelling unit on the parcel. The parcels identified by parcel numbers 000S009020050058, 000S009020051058, and 000S009020052058 are all under common ownership and are currently undersized for the R-1AA district.

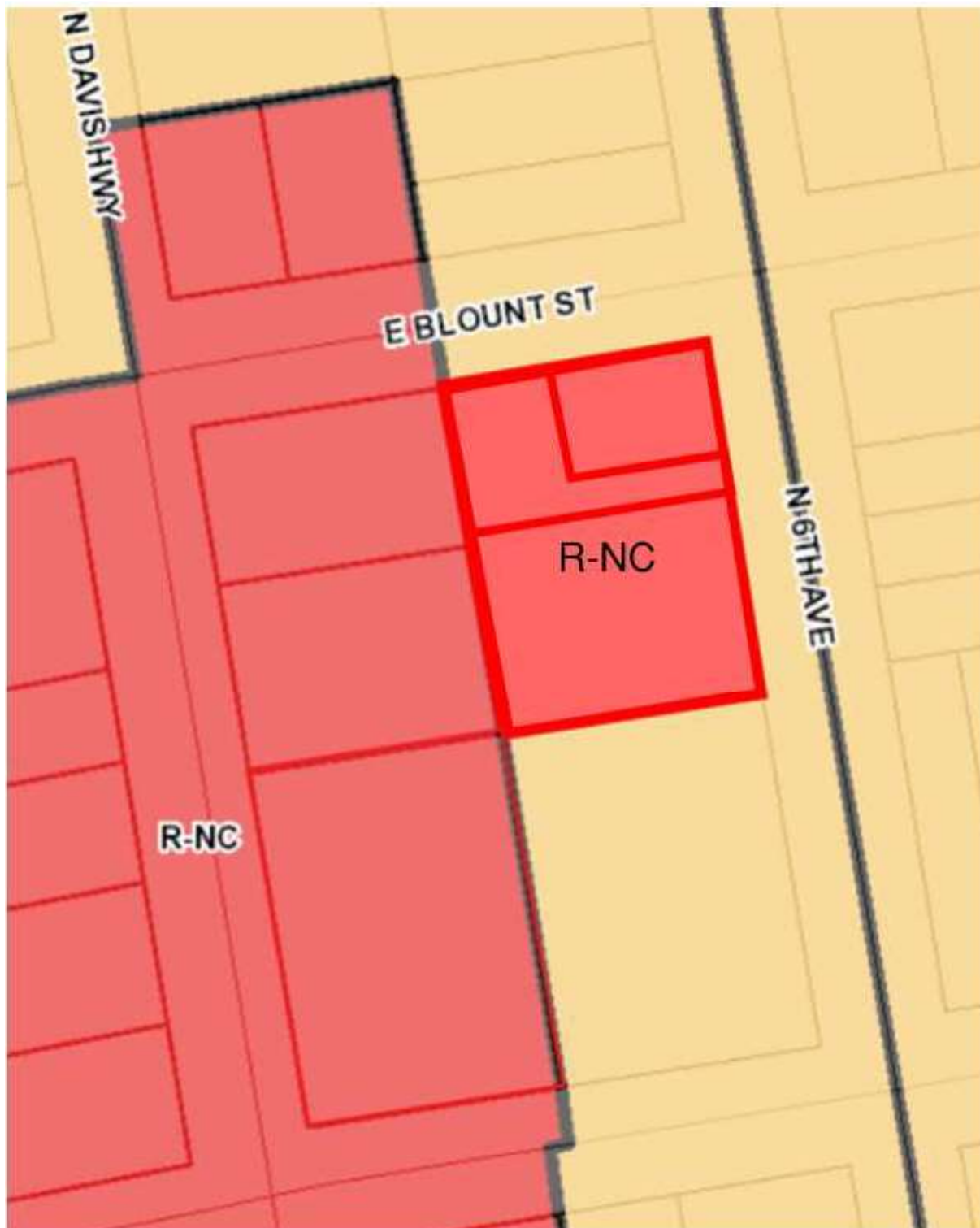
Reasoning for Request:

The desired goal is to bring the lots into compliance with use and lot size to the greatest extent possible. The changing of the Zoning and the FUME would allow for slightly smaller setbacks and aligning closer to the newer CRAUDOD zoning desires and CRA zoning. The owner would also like to explore the possibility of developing residential accessory dwelling units on the property at a future date.

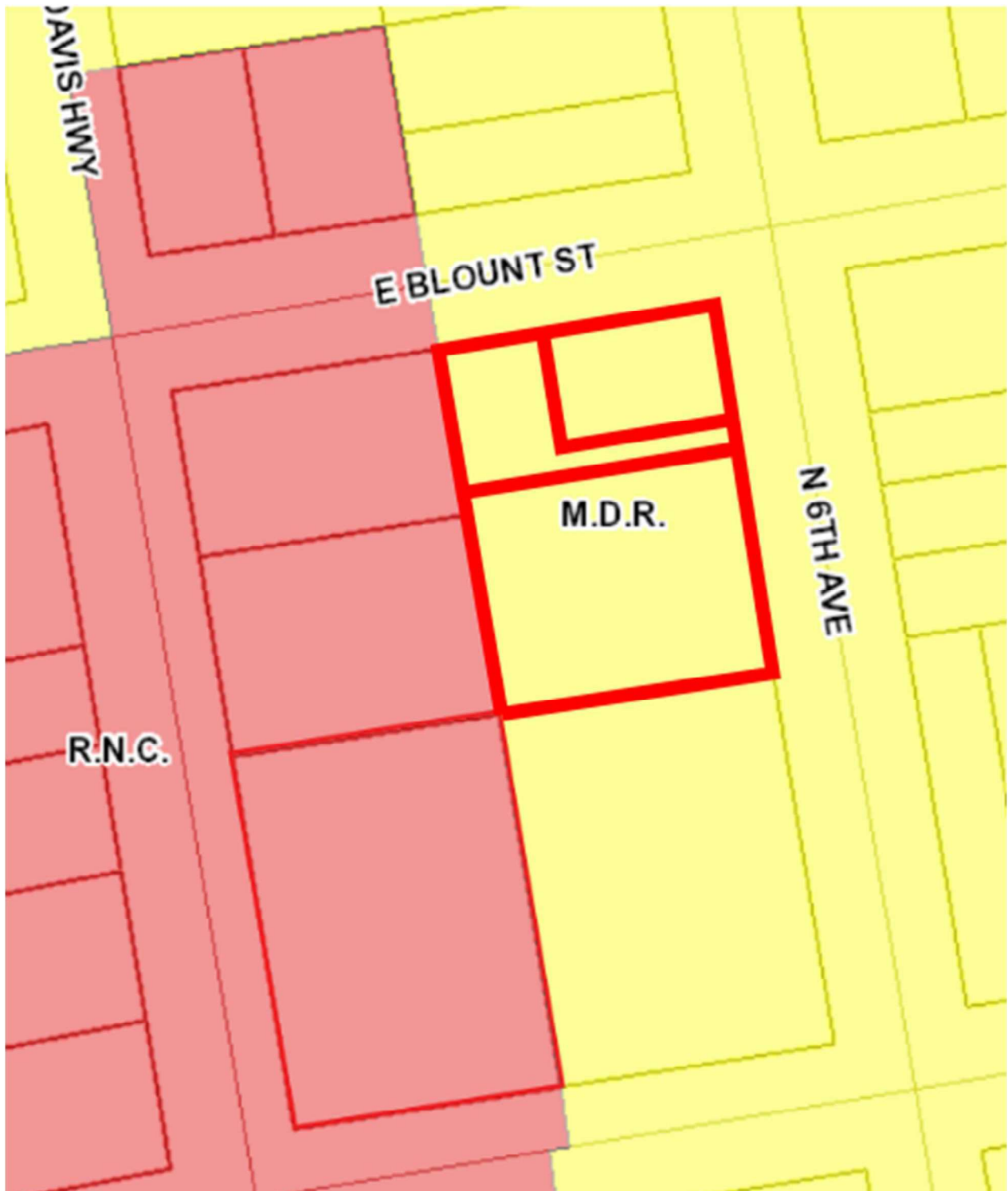
Existing Zoning



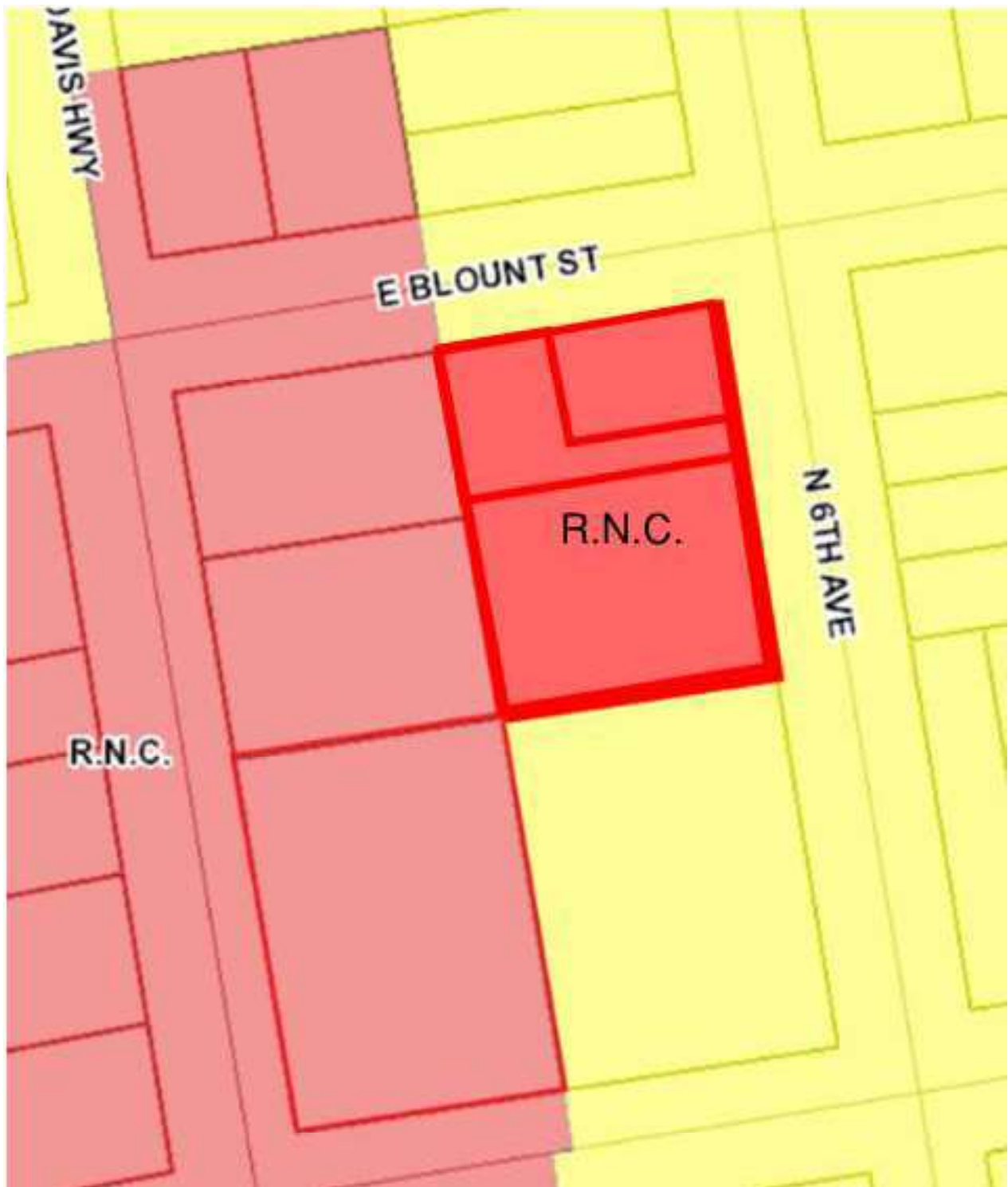
Proposed Zoning

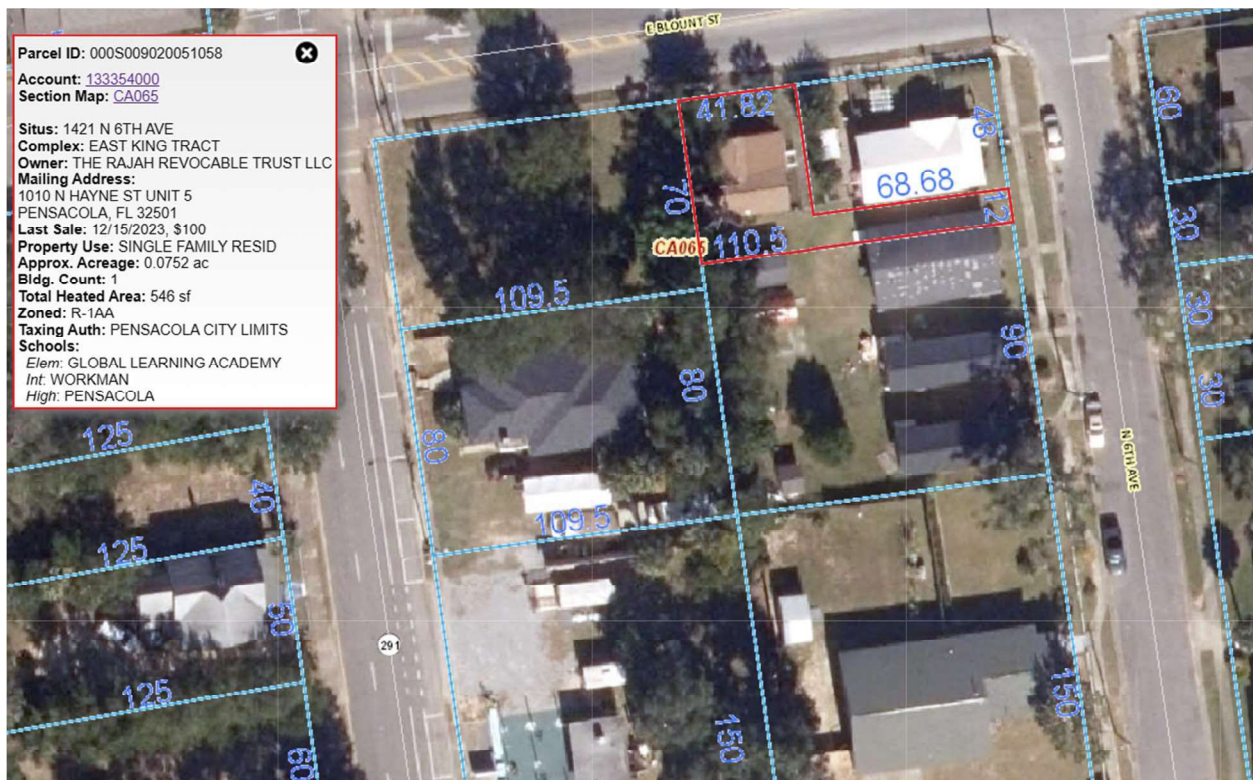


Existing FLUM Zoning



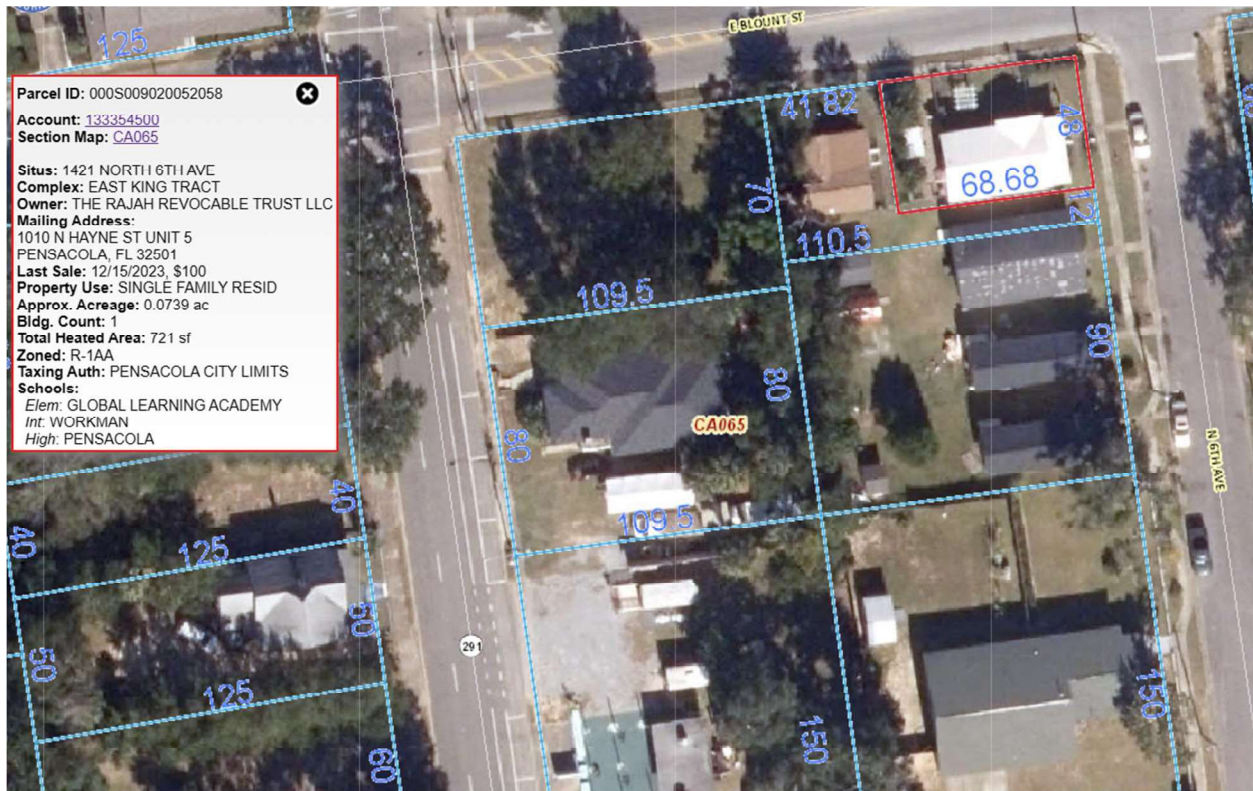
Proposed FLUM Zoning





Legal Description:

The North 60 feet of Lot 6 and the North 60 feet of the East ½ of Lot 5, Block 58, East King Tract, according to the map of the City of Pensacola by Thomas C Watson in 1906, of the Public Records of Escambia County, Florida. Less an Except the property described in official records book 4658, page 1005, of the Public Records of Escambia County, Florida.



Legal Description:

The North 48 feet of the East 68.68 feet of Lot 6, Block 58, East King Tract, East of Tarragona, according to the map of the City of Pensacola by Thomas C. Watson in 1906. Land situate, lying and being in the Escambia County, Florida.



Legal Description:

The South 90 feet of Lot 6 and the South 90 feet of the East ½ of Lot 5, Block 58, East King Tract, East of Tarragona Street, according to the map of the City of Pensacola by Thomas C Watson in 1906. Land Situate, Lying and Being in the Escambia County, Florida

Prepared by and return to:
Kerry Anne Schultz, Esquire
Schultz Law Group, P.L.L.C.
2779 Gulf Breeze Parkway
Gulf Breeze, Florida 32563

****CORRECTIVE QUIT CLAIM DEED**

*****This Corrective Quit Claim Deed correctly identifies the Legal Description in that
Certain Quit Claim Deed Recorded in Book 8410, at Page 1734, in the Official Records in
Escambia County, Florida.***

This Quit Claim Deed made this 15th day of December, 2021, by **RAJIV T. RAJAH**, a single man, as to his non-homestead property, whose post office address is 1010 N. Hayne Street, #5, Pensacola, Florida 32501 (“**GRANTOR**”), to **RAJIV T. RAJAH, as Trustee of the RAJAH REVOCABLE TRUST, dated April 20 2018**, whose post office address is 1010 N. Hayne Street, #5, Pensacola, Florida 32501 (“**GRANTEE**”).

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has Granted, bargained, and sold to the said Grantee, and Grantee’s heirs and assigns forever, the following described land, situate, lying and being in **Escambia** County, Florida more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

and said Grantor do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit and behalf of the said GRANTEE forever.

NOTE: THE PREPARER OF THIS DEED REPRESENTS THAT: THIS DEED HAS BEEN PREPARED AT THE EXPRESS DIRECTION AND REQUEST OF THE ABOVE GRANTOR AND/OR GRANTEE SOLELY FROM LEGAL DESCRIPTION PROVIDED TO THE PREPARER BY THE SAID GRANTOR AND/OR GRANTEE; THAT, NO SURVEY, OR INSPECTION OF THE ABOVE PROPERTY HAS BEEN PERFORMED BY THE PREPARER, NOR HAS THE PREPARER BEEN PROVIDED SUCH DOCUMENTS; THAT THE TITLE TO THE ABOVE-DESCRIBED REAL PROPERTY HAS NOT BEEN EXAMINED BY THE PREPARER; THAT THE PREPARER MAKES ABSOLUTELY NO REPRESENTATIONS, WARRANTIES, OR GUARANTEE WHATSOEVER AS TO THE STATUS OF THE TITLE OR THE OWNERSHIP OF THE REAL PROPERTY DESCRIBED ABOVE; THAT THIS CONVEYANCE IS SUBJECT TO, AND MAY BE AFFECTED BY, ANY AND ALL RESERVATIONS, LIENS, RESTRICTIONS, AND OTHER ENCUMBRANCES OF RECORD AND BY ANY UNPAID AD VALOREM REAL PROPERTY TAXES, PAST OR PRESENT; AND THAT THESE MATTERS HAVE BEEN EXPLAINED TO, AND UNDERSTOOD BY, THE ABOVE SAID GRANTOR AND/OR GRANTEE.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

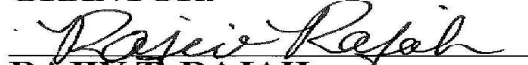
SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

WITNESSES:


Print: Angela Faulkner

Print: Laura Welsh

GRANTOR:


RAJIV T. RAJAH

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of December, 2021, by **RAJIV T. RAJAH**, who is ☐ personally known to me or ☒ who has produced FL Driver License as identification and has not taken an oath.


Laura Frost
Notary Public
State of Florida
Comm# HH016843
Expires 7/1/2024


NOTARY PUBLIC
Commission No.:
My Commission Expires:

Exhibit "A"

**S 90 FT OF LT 6 AND OF E1/2 OF LT 5 BLK 58 EAST KING TRACT OR 6044 P
1038/1429/1778 CA 65**

AND ALSO

THE NORTH 48 FEET OF THE EAST 68.68 FEET OF LOT 6, BLOCK 58 EAST KING TRACT, EAST OF TARRAGONA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906.

AND ALSO

THE NORTH 60 FEET OF LOT 6 AND OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, ACCORDING TO MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4658, PAGE 1005, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.

This Instrument Prepared By:
Matthew C. Hoffman
Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, L.L.C.
161 W. Main Street, Suite 200
Pensacola, FL 32502
850-266-2300
File Number: 5113.48647 A

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 15th day of December, 2023 between **Rajiv T. Rajah, individually and as Trustee of the Rajah Revocable Trust dated April 20, 2018** ("Grantor"), whose address is 1010 North Hayne Street, Unit 5, Pensacola, FL 32501, and **The Rajah Revocable Trust LLC, a Florida limited liability company** ("Grantee"), whose address is 1010 North Hayne Street, Unit 5, Pensacola, FL 32501:

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this Instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, companies, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

PARCEL 1:

THE SOUTH 90 FEET OF LOT 6 AND THE SOUTH 90 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA STREET, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN THE ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 60 FEET OF LOT 6 AND THE NORTH 60 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4658, PAGE 1005, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

PARCEL 3:

THE NORTH 48 FEET OF THE EAST 68.68 FEET OF LOT 6, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN THE ESCAMBIA COUNTY, FLORIDA.

The above-described property is not the homestead of Grantor, nor is it contiguous to the homestead of Grantor, under the laws and constitution of the State of Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And subject to taxes for the current year and later years and all valid easements and restrictions or record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And Grantor does warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptions set forth herein.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Megan M. Crooke
WITNESS
Print Name: Megan M. Crooke

Witness Address:

151 W. Main St, Ste 200
Pensacola, FL 32502

Matthew C. Hoffman
WITNESS
Print Name: Matthew C. Hoffman

Witness Address:

151 W. Main St, Ste. 200
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

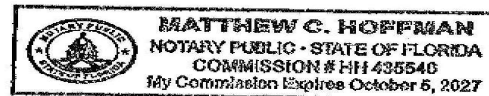
The foregoing Warranty Deed was sworn to, subscribed, and acknowledged before me by means of (✓) physical presence or () online notarization this 15th day of December, 2023, by Rajiv T. Rajah, individually and as Trustee of the Rajah Revocable Trust dated April 20, 2018, on behalf of said trust.

Matthew C. Hoffman
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known: Matthew C. Hoffman ✓ OR Produced Identification: _____

Type of Identification

Produced: _____





MINUTES OF THE PLANNING BOARD
February 13, 2024

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

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Assistant City Attorney Lindsay, Assistant City Administrator Forte, Help Desk Technician Russo, Development Services Director Morris, City Surveyor Odom, Development Services Coordinator Statler, Executive Assistant Chwastyk, Assistant Airport Director Remington, Administrative Assistant Partington

STAFF VIRTUAL: None

OTHERS PRESENT: Douglas Wassmer, DD Gomes, Henry Gomes, Carol Conde, Renee Wilhoit, Chris Wilde, John Bullock, Royiv Rayah, Verkat Kardi, Ashok Ailtharaju, Bob Gerold, Joseph Kyle, Shankar Gadupudi, Chris Tonn, Tony Jones, Charles Liberis, Brian Spence, James Gulley, Ronnie Mart, Jawad Ayyad, Ibrahim Ayyad, Alan Gray, Amir Fooladi, Calli Sivils, John Buzzell

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 9, 2024
- **New Business:**
- Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD
- Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 Elkton Street, Zone R-1A
- Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC
- Conditional Use Permit for Communications Tower – 2650 Creighton Road, Zone C-

- 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 Van Hoose made a motion to approve the January 9, 2024, minutes, seconded by Board Member Sampson, and it carried 6:0.

New Business –

Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD

Assistant Planning & Zoning Manager Harding introduced the item. SMP Architecture is requesting conceptual aesthetic review for a new 48-unit residential development with parking. Since this item is for conceptual review, staff has not examined the preliminary renderings for strict compliance with the Gateway Redevelopment District standards, stormwater requirements, landscaping, etc. At this time, the applicants are only asking for the board's feedback regarding the overall design, massing, and siting of the project and its features. This application has been routed through the various City departments and utility providers.

The purpose of the Gateway Redevelopment District was read to the board members. Brian Spencer of SMP spoke to the board. The parcel backs up to C-3, near Bagel Heads and across from the site is the back of South Market Restaurant, all businesses within the area were mentioned. Mr. Spencer point out that there's more redevelopment opportunity in GRD since a common theme among other developments is not present. Phillip Partington of SMP addressed the board next. He presented more slides for the board to view and went over what is allowed in zoning district GRD, feeling this is an appropriate use for this property; proposing 96-units, 48-units per building which is about half of the maximum density allowed. Off-street parking requires 1 space per unit, they will have 96-units they and will be providing 240 spaces all within the footprint of the building. Mr. Partington went over the required setbacks, 10 feet on Gregory side and 5 feet on other boundaries. Primary access is on Heinberg, along they may look at providing access on Old Gregory to the east of where the bridge comes in at, they would have to get FDOT approval since it's a state road, but for now access will be on Heinberg. The way they want to build will provide view corridors with 64 percent lot coverage, they will be 40 percent open. The design team met with City Arborist, and designed around a massive tree in the middle, they are preserving a number of trees and will mitigate if necessary. Board Member Grundhoefer asked about material being used and why they are no longer making it white, Mr. Partington felt it was too much white so they are using a warm mahogany tone of stucco. They plan on using a screen type material for the green wall to grow on. Balconies will have restrictions; those will be addressed in covenants. They will try to get access to Gregory towards the eastern end of their property. The pumphouse is owned by Pensacola Energy, they own property all around. It was confirmed that Gregory is a state road, any changes would have to have prior approval from the FDOT. Exit and entrance will be on Heinberg, no plans to widen. Board Member Powell appreciated the applicant

going line by line through the code. Board Member Van Hoose appreciated the representative pictures presented and inquired if they were committed to the colors in the renderings. Mr. Partington replied yes, though there may be minor changes. The development will have a deep pile foundation, so they are not concerned with noise of train tracks. Mr. John Bullock spoke and has concerns about the access only being on Heinberg since there's a possibility of 240 more cars on Heinberg with this new development. He feels a traffic study should be done. Mr. Alan Gray also spoke and hopes this will be looked at favorably. Mr. Chris Tonn spoke and has traffic concerns for Heinberg as well, and welcomes additional traffic studies. City of Pensacola transportation planner is aware of project and will be kept in the loop and will be speaking to those associated with the project. Brian Spencer mentioned the condo residents have a fluid schedule, not concentrated at specific times for those concerned about the traffic. The board offered the applicants ideas and concepts of the board's interpretation and observations and that the applicants will take those to heart. **Board Member Powell made the motion to recommend conceptual approval, seconded by Vice Chairperson Larson, and it carried 6:0.**

Request for Vacation of Alley and Street Right-of-Way – 100 Water Street and 3600 BLK Elkton Street, Zone R-1A

Assistant Planning & Zoning Manager Harding introduced the item. A request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels under a single ownership. The purpose is to develop the parcels as a subdivision which will also be reviewed by Planning Board in the future. This application is a rehearing, and the original application was presented in August 2023 where the board voted 6-0 to "deny the application without prejudice and to allow the applicant to return to Planning Board to verify concerns heard by the public". The applicant has had further discussions with neighbors. This request has been routed through the various City departments and utility providers. Mr. Charles Liberis, the applicant, addressed the board. The property is to the east side of Bayou Chico, has a right-of-way that has never been used. A vacation will not impact the neighbors to the north since they have an exit to the north of their property. He asked that the board please reconsider. Board Member Grundhoefer asked if access to water has been resolved, Liberis stated it has not been resolved and it's private property, any one going to the water that way is trespassing. This is a city right-of-way, if the vacation is approved, it will be basically deeded to the property owner or applicant. The board members had a discussion regarding access for properties surrounding the property in question. What has changed from the last meeting is the homeowner that had concerns, no longer has those concerns. Ms. Renee Wilhoit spoke and stated that would have a problem if she will be land locked if this approved. She's not against this item, she just does not want it to affect her negatively. No one uses the right-of-way currently. The homes located at 3501 and 3505 Marques still have access to public right-of-way if this vacation goes through. Staff confirmed that Ms. Wilhoit's property would not be impacted as a result of a vacation. Mr. Douglas Wassmer spoke and felt that there's no water access on Marques Street. Chairperson Ritz reiterated that his comment did not apply to the item they are discussing. Board Member Grundhoefer asked if the City could clean this right-of-way up, Assistant City Attorney Lindsay replied that it requires private parties to resolve it, but the city would cooperate in any way they can. **Board Member Grundhoefer made**

a motion to approve, seconded by Board Member Van Hoose and it carried 6:0.

Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA

Assistant Planning & Zoning Manager Harding introduced the item. Rajiv Rajah is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1421 N. 6th Avenue (total of two parcels) and 1419 N. 6th Avenue. The properties are currently zoned R-1AA, Medium-Density Residential Zoning District, and the existing Future Land Use (FLU) designation is MDR, Medium-Density Residential. The applicant is proposing to amend the zoning district to R-NC, Residential/Neighborhood Commercial Zoning District, and the FLU to Residential/Neighborhood Commercial Land Use. The properties are currently “existing nonconforming” in terms of land use and setbacks. If approved, the desire is to bring the lots into zoning compliance with the intent to later subdivide, since the requested zoning would accommodate smaller setbacks and lot requirements. This application has been routed through the various City departments and utility providers. Currently R-1AA zoning allows for single-family detached, duplexes, townhomes, cemeteries, churches and currently one of the lots has three single family detached residences which would not be normally permitted in this zoning district. R-NC allows for residential design manufactured homes, retail food and drugstore, personal service shops, clothing and fabric stores, specialty shops, floral shops, bakeries, health clubs, martial arts studios, laundromats, outdoor sales of trees and shrubs and any uses permitted in R-2. It was reiterated that the board is not approving a project, they are reviewing a proposed change to the zoning, and any of those allowed uses could become by right allowed if this goes through to city council. This would have two readings before city council since ordinances are involved. Mr. Rajiv Rajah, the owner of the parcels was there to address the board. Board Member Grundhoefer wanted clarification, R-1AA does not allow multi-family, but it's already there. Multi-family is treated as commercial. All lots have structures on them, none are vacant. Board Member Van Hoose inquired as to why he needed the rezoning, applicant replied he was under the impression that it had to be rezoned in order to be able to split the lot to bring it into compliance. If existing houses remain it would be exempt from the CRA overlay requirements, defer to underlying zoning districts for minimum lot sizes. A discussion began about if re-platting the parcels would then bring it into compliance. The board discussed how R-2 is less intensive than R-NC, the board may suggest going to R-2 instead and it would be legal since it would be a transitional zone and not spot zoning. Board Member Grundhoefer stated he will not support R-NC, but will support R-2. The applicant still has the ability to lobby for his original request when it goes before city council despite what the board recommends. Board Member Van Hoose stated she sees on the map R-NC on Davis and 6th, also that zoning only changes if an applicant requests it. This will go before city council on March 21st. **Mr. Vice Chairperson Larson made the motion to recommend approval to amend the subject properties to a transitional ‘R-2’ zoning district and a future land use designation of ‘O’. Board Member Grundhoefer recommended that language be added to state that Planning Board felt the original request to rezone the property to R-NC (with a future land use of RNC) was too intense of a designation from a 6th Avenue frontage, and therefore suggest that ‘R-2’ and ‘O’ be designated instead since it is less intensive. Chairperson Ritz agreed and added that amendment to ‘R-2’ and ‘O’ would act as transitional zoning and that it still works with the applicant’s desired use of the property. Vice Chairperson Larson amended his motion to reflect**

these statements. Board Member Powell seconded the motion and it carried 6:0. Mr. Tony Jones lives adjacent to property and spoke in opposition to R-NC and R-2. He feels there's already not enough parking and this would cause other issues. He stated he would be sure to speak at the city council against this request. He's at liberty to bring as many of his neighbors to the council meeting to voice their concerns. Chairperson Ritz stated that despite his concerns he doesn't feel it would have changed the outcome. The board was asked to confirm if Mr. Jones' comments would have changed their decisions, and all board members present verbally agreed that it did not and that the board's motion stands.

Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC

Assistant Planning & Zoning Manager Harding introduced the item. Bearing Point 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 annexation request for the subject parcels took place at the February 8, 2024, City Council meeting. The parcels are contiguous to the city limits, located along Airport Blvd, and encompass approximately 7.5 acres. The request indicates that the future plans for the property are to develop a 200-unit apartment complex. These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation. The city reviewed the adjacent zoning districts for the proposed use as multiple-family attached dwellings and recommends "Residential/Office Land Use District" (R-2) for the new zoning district and "Office" (O) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area. Currently, Escambia County has it zoned as Commercial. There are no issues with the proposal, only if we were creating an enclave and we are not doing that. The board reviewed the map and the surrounding zones of those parcels. They chose R-2 because it is adjacent to existing R-2, and it allows multi-family without allowing all the heavy commercial uses aligning with the developer's request and intended development of the property. **Vice Chairperson Larson made the motion to recommend approval. Chairperson Ritz clarified that the motion was to recommend a zoning district of 'R-2' and a future land use of 'O' as proposed. It was further clarified that 'R-2' was an appropriate zoning assignment for the parcels since they were contiguous to other properties in the city zoned 'R-2' and 'O'. Board Member Powell seconded the motion and it carried 6-0.**

Conditional Use Permit for Communications Tower—2650 Creighton Road, Zone C-1

Assistant Planning & Zoning Manager Harding introduced the item. SBA Communications along with its service provider, Verizon Wireless, has requested a Conditional Use Permit for a Communication Tower at 1224 Creighton Road (Walmart Supercenter site). This property is currently zoned Commercial (C-1), which permits this use by the granting of a Conditional Use Permit. The proposed tower will be a 90-foot-tall monopole with a 5-foot-tall lighting rod, for a total height of 95 feet. Section 12-3-108 of the Land Development Code addresses this use with specific site plan requirements which have been included in this packet for review. This application has been routed through the various City departments and utility providers, including the Airport who have no objections so long as the total height of the tower is no taller than 95 feet and so long as the structure contains red obstruction lights. Assistant Planning & Zoning Manager Harding read aloud the six standards for approval of conditional use, they are as follows: 1) The proposed use shall

be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map, or regulation adopted by the city council. 2) The proposed use will not adversely affect the public health, safety, or welfare. 3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses. 4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection. 5) The proposed use will not create undue traffic congestion. 6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment. Harold Timmons, representing Tower Engineering Professionals presented the board with a slide presentation. The presentation includes why they feel the site is needed and the goal of the site. Development details were provided in the presentation; some of those provided where ingress/egress will be from Creighton Road, along an existing drive aisle located within a 20' non-exclusive access and utility easement, visitation limited to equipment support/maintenance personnel, signage is limited to safety and tower owner contact information, and lighting is required for air safety navigation. The tenant will be Verizon Wireless. The tower will be located on a part of Walmart's property that they do not utilize. Harold Timmons mentioned that Verizon complies with all Federal, state, and local requirements. The lighting on the structure is a safety feature for small aircraft that is being required by the local airport director. Board Member Sampson wanted to know why they chose that location since it's in direct path of aircraft. Harold Timmons replied, SBA has a relationship with Walmart, its heavy retail, highly commercial area, and they are willing landowners. Walmart selected the spot for the tower, it suits their needs, it's the best location to have the least amount of impact. They make sure to obtain approval from the FAA, they provide a notice of hazard of air navigation after they have studied it to make sure it's acceptable. They are bound to build what is approved by the board; they will abide by that. If they need to come back to the board for an amendment. Assistant Airport Director of Planning & Engineering Remington stated they look very closely at proposals such as this. They worked with the client to get the tower below an acceptable height from their standpoint. Their primary concern is the safety of passengers flying from the airport. It was looked at from an IFR standpoint which resulted in them lowering the height of the tower, they looked at it from a 1,000-foot extension on an 8,000 foot runway. They looked at it as if it existed today and if it was extended in the future, it would not be in conflict with the runway as it is today and in the future. Bob Gerold lives in the area, he would like the tower moved back, he does not want the red blinking light coming into his front window and feels it's an intrusion into their neighborhood. Assistant Airport Director Remington stated the obstruction lighting was a request from the airport to prevent aircraft from striking the tower, they can shield that obstruction light from the bottom so that those on the ground can't see it, it would only be visible to aircraft. Carole Conde, resident close to Walmart spoke out against the tower being put in that location, if it has to be put there, please move it to a different location in the parking lot. Chris Wilde just asked the board to consider the families that live in the neighborhood. Harold Timmons went over some of the photos in the slide presentation, he feels the trees in the neighborhood will block the visibility of the tower for the neighborhood. There has not been any discussion with Walmart about moving the tower, he feels they would not be open to doing so, they usually want you in an area they do not utilize. He will make sure to have that conversation with Walmart to see if they are willing to move it and they are willing to look at what they can do to mitigate the lighting on the

structure such as shielding that meets the Airports requirements. Airport Assistant Director Remington went over the calculations for determining the height differential for moving the tower closer to the airport. They will do some research of examples of the lights with the shields to see how it looks from a neighbor's standpoint. The red light would be a steady burning red light not a strobing light, it would always be on. The lower they take the tower the less carriers would be able to utilize the tower. The board went back over the six standards to approve the conditional use request. Assistant Airport Director Remington had made a comment earlier just because it's legal doesn't mean it's a good idea, he expanded on that comment. Building towers of any type in the direct approach of a runway is not a sound planning principle. In this instance, they have been careful to try and ensure what the requirements are for the FAA. More discussion took place regarding what would have to be done for the neighbors to help them be more accepting of the tower. Board Member Grundhoefer stated that they have met all the requirements and zoning allows for this use. Assistant Planning & Zoning Manager Harding mentioned that regardless of what the board decides, it will go before the city council. As with all conditional uses, the city reserves full authority to deny any request for a conditional use or to impose reasonable conditions on that use. **Chairperson Ritz made the motion to recommend approval of the conditional use of the tower at its current height, and that the applicant investigate using shields for the illuminated red lights as described by the Airport's representative. Board Member Grundhoefer seconded the motion and it carried 4-2, with Board Member Van Hoose and Vice Chairperson Larson dissenting.**

Open Forum – none

Discussion

Planning & Zoning Manager Cannon gave an update on the LDC assessment by Inspire and the five-day working sessions. All the information is with Inspire Placemaking to put into a report to come back to staff to make comments. The project is on track to come before the board in May for an informational presentation. Board Member Van Hoose stated that they did a great job with assessment. Staff then went over items that the board voted on that went before city council.

Adjournment – With no further business, the Board adjourned at 5.10 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-253

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF BID NO. 24-007 2023 SIDEWALK PHASE II PROJECT

RECOMMENDATION:

That City Council award the contract for Bid No.24-007 to Site & Utility, LLC, the lowest and most responsible bidder, for a base price of \$329,641.00, plus a 10% contingency in the amount of \$32,964.10, for a total contract price of \$362,605.10 for 2023 Sidewalk Phase II Project, and authorize the transfer of funds in the amount of \$69,008 from the College Parkway Sidewalk Project to the 2023 Sidewalk Phase II Project. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this project is to provide continued ADA-compliant sidewalk connectivity and improve walkability throughout the city. The City website contains the background information related to the methodical process implemented to identify new sidewalk needs throughout the City. Within this same webpage, a list of new sidewalk locations was prioritized, utilizing a standardized prioritization matrix. The locations with the greatest need for new sidewalks received the lowest scores.

Specifically, the project limits for this phase of new sidewalks are to surround the O.J. Semmes Elementary School as well as new sidewalks within the Eastgate Subdivision. The exact location of these proposed sidewalks is depicted on the map in the attachments.

In addition, the sidewalk along Cortez Dr. will be fitted with a kneewall. This kneewall will serve to intercept stormwater running from Semmes Park and allow it to discharge, in a controlled manner, to mitigate flooding and erosion issues east of Cortez Dr.

PRIOR ACTION:

None

FUNDING:**BUDGET:**

\$209,905.06 LOST IV - SIDEWALK IMPROVEMENTS
\$98,086.94 STORMWATER VAULT CITY-WIDE
\$69,008.00 COLLEGE PARKWAY SIDEWALK PROJECT
\$377,000 TOTAL

ACTUAL: \$329,641.00 Construction Contract - Base Bid
\$32,964.10 Required 10% Contingency
\$9,889.23 Engineering/Management/Inspections-(Estimate)
\$ 988.92 Construction Testing/Misc. (Estimate)
\$373,483.25 Total Needed to Award Project

FINANCIAL IMPACT:

Funding has been allocated through the LOST Sidewalk and Vault City-Wide accounts, as well as approved sidewalk funding for College Parkway that was not used previously. The total budget for this project is \$375,000.00. City Council previously approved Local Option Sales Tax Series IV funds for sidewalk improvements. Further, the College Parkway project was completed in 2023. However, \$69,008.00 for the College Parkway Sidewalk Fund was erroneously charged to the LOST Sidewalk account. This action corrects that past error.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/6/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director Public Works and Engineering
Brad Hinote, PE, City Engineer

ATTACHMENTS:

1. Bid Tabulation
2. Final Vendor Reference List
3. Project Limits Map Around OJ Semmes Elem. School
4. Project Limits Map Within the Eastgate Subdivision

PRESENTATION: No

TABULATION OF BIDS

BID NO: 24-007

TITLE: 2023 SIDEWALK PHASE 2

Submittals Due: 12/27/2023, 2:30 P.M. Department: Engineering	SITE & UTILITY, LLC Pensacola, FL	JRM CONSTRUCTION GROUP, INC. Pace, FL	CHIVERS CONSTRUCTION, INC. Cantonment, FL	ROGAR MGMT & CONSULTING OF FL, LLC Miami, FL
Base Bid	\$329,641.00	\$387,119.00	\$455,491.00	\$594,553.76

Submittal Due Date: 12/27/23

Bid No.: 24-007

FINAL VENDOR REFERENCE LIST
2023 SIDEWALK PHASE II
ENGINEERING

Vendor Name	Address	City	St	Zip	3MWBE
00463 A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
06754 AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
07749 ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
07176 ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
08104 BCK SPECUALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
06978 BEAR GENERAL CONTRACTORS LLC	1216 N PALAFOX ST STE A	PENSACOLA	FL	32501	
03699 BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
03806 BIGGS CONSTRUCTION CO INC	2510 NORTH PACE BLVD	PENSACOLA	FL	32505	Y
05345 BIRKSHIRE JOHNSTONE LLC	PO BOX 30580	PENSACOLA	FL	32503	
06501 BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
07052 BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
02285 BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
07863 C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
04204 CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
04965 CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6810 FIELDS LANE	PENSACOLA	FL	32505	Y
07047 CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
03355 D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
07060 D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
00705 DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
06587 ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
04994 EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
04852 EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	Y
07270 EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
03203 EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
05517 FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
07435 GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
05049 GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
00428 GREENHUT CONSTRUCTION COMPANY	23 SOUTH A STREET	PENSACOLA	FL	32501	
05871 GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW RD	MILTON	FL	32583	Y
06345 GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
00059 GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
04410 GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
06956 GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
07482 GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
01735 GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
03666 H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
07038 HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	

Submittal Due Date: 12/27/23

Bid No.: 24-007

FINAL VENDOR REFERENCE LIST
2023 SIDEWALK PHASE II
ENGINEERING

Vendor Name	Address	City	St	Zip	3MWBE
08065 HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
04471 HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
02297 INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
06724 JAMES RICH BUILDERS INC	7049 WEATHERWOOD DRIVE	PENSACOLA	FL	32506	
07156 JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
08539 JRM CONSTRUCTION GROUP INC	4617 HEATHERWOOD WAY	PACE	FL	32571	
06816 LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
07649 LTS CONSTRUCTION LLC	4771 BAYOU BLVD #290	PENSACOLA	FL	32503	Y
08179 LYNN, STEVEN W DBA MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
02160 MANGUM, RON DBA RESIDENTIAL RENOVATION COMPANY INC	6299 WINDWOOD DRIVE	PENSACOLA	FL	32504	
07066 MCDELT, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
01621 NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
00272 PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
05895 PARSCO LLC	700 N DEVILLIERS STREET	PENSACOLA	FL	32501	
06034 PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
05502 PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
07317 PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS RD	MILTON	FL	32570	Y
01830 R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
04967 RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
00168 RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
03188 ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
08576 ROGAR MGMT & CONSULTING OF FL LLC	12011 SW 129TH CT UNIT 5	MIAMI	FL	33186	
06545 SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	
01145 SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
02806 THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	
00248 UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PKWY	GULF BREEZE	FL	32563	
08393 TAYLOR'D CONSTRUCTION & CO. LLC	1560 CADENCE LOOP	PENSACOLA	FL	32514	
03031 W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
03044 WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
02172 WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
06921 YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 68

Proposed Sidewalk Around OJ Semmes Elem. School

Legend

O.J. Semmes Elem.

Proposed Sidewalk



Proposed Sidewalk in Eastgate Subdivision

Legend

 Audubon Dr

 Eastgate Subdivision

 Proposed Sidewalk





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-280

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-27 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE - PENSACOLA POLICE DEPARTMENT SUMMER YOUTH ACTIVITIES

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 2024-27.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department (PPD) is requesting \$5,000 from the Law Enforcement Trust Fund (LEFT) 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 relationship between law enforcement and the community promotes a safe, engaged community.

The requested \$5,000 will help PPD fund the following:

Youth summer activities such as CampHero is a one-week day camp developed and led by the Pensacola Police Department. This camp includes upwards of sixty (60) elementary and middle school-aged children, from Pensacola area schools, geared towards positive interaction with everyday heroes to include officers and staff of the PPD, the medical flight crew from

LifeFlight, local military service members and veterans at NAS Pensacola, our brothers and sisters at Pensacola Fire Department, and local EMS responders.

During the five days, PPD provides meals and snacks, t-shirts, transportation for field trips, craft supplies, lanyards, and IDs. This is a great community outreach tool that allows children to interact with police in a positive manner. The enhancement of relationships between law enforcement and the community promotes a safe and engaged community.

PRIOR ACTION:

None

FUNDING:

Budget: \$5,000

Actual: \$5,000

FINANCIAL IMPACT:

The funds would be from the Law Enforcement Trust Fund and would have no impact on the City's General Fund. The attached Supplemental Budget Resolution will appropriate funds for this purpose.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/11/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-27
2. Supplemental Budget Explanation No. 2024-27
3. Letter of Certification re Resolution No. 2024-27

PRESENTATION: No

**RESOLUTION
NO. 2024-27**

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	5,000
As Reads:	Operating Expense	61,257
Amended		
To Read:	Operating Expense	66,257

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

MARCH 2024- SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2024-27

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>5,000</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>5,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>5,000</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	Youth Summer Activities (CAMP HERO)	\$5,000
Total Requested		\$5,000


Eric Randall, Chief of Police

3/5/24
Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-299

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-29 - INSURANCE SETTLEMENTS
RELATED TO THE DESIGN AND CONSTRUCTION OF THE CHAPPIE JAMES MUSEUM
PROJECT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-29.

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

HEARING REQUIRED:

SUMMARY:

The City, as part of the design of this expansion project, hired an external engineering firm who was tasked with delivering the City an actionable set of construction plans; however, errors in these plans made obtaining building permits impossible. The resulting redesign of the project caused additional costs of construction above what was contained in the budget revised by Council in September of 2023.

The City Attorney's Office has delivered a demand letter to the engineering firm of record seeking compensation for the costs resulting from the errors.

PRIOR ACTION:

May 9, 2022 - The CRA approved final design plans for the General Daniel "Chappie" James, Jr. Museum and Flight Academy Phase II Project and authorized staff to proceed with bid solicitation.

May 11, 2023 - City Council approved a Memorandum of Understanding with the Chappie James Museum of Pensacola, Inc. for administration of African American Historical and Cultural Grant #23.S.AA.900.120 to support the project and adopted Supplemental Budget

Resolution No. 2023-02 to appropriate the funding.

July 20, 2023 - City Council approved a Memorandum of Understanding with the General Daniel "Chappie" James Flight Academy, Inc. and the Chappie James Museum of Pensacola, Inc. to store classroom and office equipment during the construction period of the project. Further, the City agreed to repay the Chappie James Flight Academy for the value of the equipment, in the sum of \$125,158.44, in the event the project failed to take place.

September 14, 2023 - City Council approved allocating \$105,000 from Local Option Sales Tax (LOST) for the completion of this project.

FUNDING:

Budget:	<u>\$162,763</u>	Anticipated Subrogation Settlement
Actual:	\$117,000	Increased Construction Costs
	<u>\$45,763</u>	Engineering Allocation
	\$162,763	TOTAL

FINANCIAL IMPACT:

This supplemental budget resolution recognizes anticipated proceeds from claims filed for errors related to the design of the Chappie James Expansion Museum. These errors caused increases in construction costs and increased time and overhead costs for City staff. While this claim is being pursued, the proceeds have not been received. If the claim is not successful in the full amount, then the increased increase would be borne by the Local Option Sales Tax Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/11/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-29
2. Supplemental Budget Explanation No. 2024-29

PRESENTATION: No

**RESOLUTION
NO. 2024-29**

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. LOCAL OPTION SALES TAX FUND

As Reads	Other Miscellaneous Revenues	123,800
Amended		
To Read:	Other Miscellaneous Revenues	286,563
As Reads	Capital Outlay	15,352,231
Amended		
To Read:	Capital Outlay	15,514,994

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

MARCH 2024 - SUPPLEMENTAL BUDGET RESOLUTION - INSURANCE SETTLEMENTS - CHAPPIE JAMES MUSEUM EXPANSION - EXPLANATION NO. 2024-29

FUND	AMOUNT	DESCRIPTION
LOCAL OPTION SALES TAX		
Estimated Revenues		
Other Misc. Revenue - Subrogation Settlements	162,763	Increase the Anticipated insurance settlements related to the Chappie James Museum Expansion project.
Total Revenues	<u>162,763</u>	
Appropriations		
Capital Outlay	162,763	Increase appropriation for Capital Outlay
Total Appropriations	<u>162,763</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-279

City Council

3/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

CMAR CONTRACT FOR AMERICAN MAGIC

RECOMMENDATION:

That City Council award a contract for RFQ # 24-012 Provide Construction Manager at Risk Services (CMAR) with Guaranteed Maximum Price for the High-Performance Maritime Center of Excellence and American Magic at the Port of Pensacola to Greenhut Construction Company, Inc. of Pensacola, FL for pre-construction services in the amount of \$50,000 and a Guaranteed Maximum Price to be agreed upon at design completion. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents 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. RFQ #24-012 Provide Construction Manager at Risk Services (CMAR) with Guaranteed Maximum Price for the High-Performance Maritime Center of Excellence and American Magic at the Port of Pensacola was published January 5, 2024 and closed February 6, 2024.

The following firms submitted responses to RFQ #24-012:

1. Bear General Contractors, LLC
2. Greenhut Construction Company, Inc.
3. Morette Company
4. Wharton-Smith, Inc.

In a publicly noticed meeting on February 20, 2024 the following firms were scored and shortlisted:

1. Greenhut Construction Company, Inc.
2. Morette Company
3. Wharton-Smith, Inc.

Presentations from shortlisted firms were held on March 1, 2024, and Greenhut Construction Company was scored as the top firm.

Construction Manager at Risk was selected as the delivery method for the project because it allows the builder to work with the design team related to constructability and schedule and cost efficiencies. The CMAR process includes pre construction services whereby the CMAR works with design team and provides feedback related to constructability, schedule and cost. Long-lead time items are also ordered during pre construction. Upon design completion, the CMAR and the City will negotiate a Guaranteed Maximum Price (GMP) for constructing the project. Once the GMP has been established, the CMAR assumes the risk for the project schedule and budget. In summation, the CMAR delivery method should result in a more efficient project budget and schedule. Florida statutes provides guidance related to CMAR delivery method. A notable and successful City project that utilized the CMAR delivery method was MRO Hangar 2 at Pensacola International Airport.

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

February 20, 2024 - Council approval of Lease Agreement between the City of Pensacola, Florida and Bella Mente Quantum Racing Association (American magic) at the Port of Pensacola

FUNDING:

Budget:

\$3,963,120 Governor's Job Growth Grant Fund

\$8,500,000 Triumph Gulf Coast Grant

\$2,625,000 FSTED Grant (Agreement Pending)

\$15,088,120 TOTAL

Actual:

\$1,107,024 Muller and Muller A&E Contract Phase I
\$ 740,004 Muller and Muller A&E Contract Phase II
\$ 50,000 Greenhut CMAR Pre-Construction Services

\$1,897,028 TOTAL

FINANCIAL IMPACT:

The total budget for this project is \$15,088,120 and is funded by the Florida Commerce Governor's Job Growth Grant, Triumph Gulf Coast, and FDOT's Florida Seaport Transportation Economic Development (FSTED) fund. The FSTED Grant was approved at the 2023 FSTED Board of Directors Fall meeting but the grant agreement will not be generated by FDOT until July 2024 (the start of the State's Fiscal Year).

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/14/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Clark Merritt, Port Director
Erica Grancagnolo, Economic Development Director

ATTACHMENTS:

1. Construction Manager at Risk Contract

PRESENTATION: No



CONSTRUCTION MANAGER AT RISK CONTRACT

BETWEEN

**CITY OF PENSACOLA
(City)**

AND

**GREENHUT CONSTRUCTION COMPANY, INC
(Construction Manager at Risk)**

PROJECT:

**AMERICAN MAGIC FACILITY
AT PORT OF PENSACOLA**

THIS CONTRACT is made and entered into this _____ day of March, 2024 by and between **CITY OF PENSACOLA**, a Florida municipal corporation (hereinafter referred to as the "City") and _____, a _____ (hereinafter referred to as the "Construction Manager").

RECITALS

- A. The Mayor of the City of Pensacola is authorized and empowered to execute this Contract on behalf of the City.
- B. The City intends to design, renovate, and finish out Warehouse #10 at the Port of Pensacola (the "Port") and to make other improvements at the Port (collectively, the "Project") which shall be leased to and occupied by Bella Mente Quantum Racing Association Corp. ("Tenant"), the current conceptual design of such facilities being more particularly described in Exhibit "A" attached hereto.
- C. The Construction Manager has represented to the City its ability to provide design phase services and to construct the Project as provided herein.
- D. Based on this representation, the City desires to enter into this Contract with the Construction Manager for the design phase services and construction phase services identified in this Contract.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the Construction Manager as follows:

ARTICLE 1 -TERMS AND DEFINITIONS

1.1 As used in this Contract and the other Contract Documents, the following terms shall have the indicated meanings, unless another definition is clearly required or expressly provided elsewhere in a Contract Document:

Addenda - Written or graphic instruments issued prior to the submittal of the GMP Proposal which clarify, correct, or change the GMP Proposal requirements.

Alternate Systems Evaluations - Alternatives for design, means and methods, or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Directive – A written order directing a change in the Work and proposing a change to the Contract Price and/or Contract Time.

Change Order or Amendment - A written instrument issued after execution of the Contract Documents signed by the City and Construction Manager, stating their agreement upon (1) all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount, if any, of the adjustment to the Contract Amount; and the extent, if any, of the adjustment to the Contract Time; or (2) modifications of other contract terms.

City: The City of Pensacola, a Florida municipal corporation, which is a party hereto and the owner of the Project and for which this Contract is to be performed. In all respects hereunder, City's performance is pursuant to City's position as the owner of a construction project. In the event City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to City as a party to this Contract. By entering into this Contract, the City recognizes that, except if and to the extent otherwise expressly provided in this Contract, it is waiving sovereign immunity as to the enforcement of its legal obligations under the express terms of this Contract, but no further.

City Representative – Erica Grancagnolo, Economic Development Director for the City of Pensacola, or some other employee expressly designated in writing by the then-current Mayor of the City as City Representative under this Contract.

City's Contingency - A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or unforeseen site conditions. The amount of the City's Contingency will be set by the City and will be in addition to the project costs included in the Construction Manager's GMP packages. Use and management of the City's Contingency is described in Section 2.7.

Construction Documents – The plans, specifications and drawings prepared by the Design Professional, including without limitation the Drawings and the Project Manual, after correcting for permit review requirements.

Construction Manager - The Construction Manager at Risk for the Project, being the construction management firm which is a party to this Contract.

Construction Manager's Contingency, A fund to cover cost growth during the Project, the amount of which will be negotiated as a separate line item in each GMP Proposal but which shall not exceed two (2.0%) of the Cost of the Work. Use and management of the Construction Manager's Contingency is controlled by Section 2.7.

Construction Manager's Fee – The Construction Manager's administrative costs, overhead, and profit, whether at the Construction Manager principal or branch offices.

Construction Manager's Representative – The employee of Construction Manager designated in writing by Construction Manager as its representative for purposes of the Contract. Unless changed by a written document delivered to City's Representative, the Construction Manager's Representative shall be Ryan Greenhut.

Construction Schedule - The sequence of activities from the start of the Work to the Substantial Completion of the Work.

Contract - This written agreement for design phase services and construction services.

Contract Amount - Individually and collectively, the cost for services rendered by Construction Manager pursuant to this Contract composed of the Construction Manager's compensation for design phase services under Section 4.1 and the Construction Manager's Fee.

Contract Documents - The Construction Documents, Project Manual including drawings (plans) and specifications, any Addenda to the Project Manual, this Contract, Addenda, Change Orders, Amendments, the Performance Bond and Payment Bond and the Notice(s) to Proceed, are the documents which are collectively referred to as the Contract Documents.

Contract Price - The lesser of the sum of the items listed in Section 10.1 or the amount established as the Guaranteed Maximum Price (GMP), as amended by Change Order.

Contract Time - The time between the date of the Notice to Proceed for commencement of construction and substantial completion, including any milestone dates thereof, established in the Contract, as may be amended by Change Order.

Cost of the Work - The direct costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include without limitation direct labor costs, subcontract costs, costs of Materials and equipment incorporated in the completed construction, costs of other Materials and equipment, temporary facilities, building permit fees (if not paid for by City), Materials testing, and related items. The Cost of the Work shall not include the Construction Manager's Fee, Construction Manager's Contingency, or General Conditions Cost. "Cost of the Work" is further defined in Section 10.3.

Day - Calendar day unless otherwise specifically noted in the Contract Documents.

Deliverables - The work products prepared by the Construction Manager in performing the scope of Work described in this Contract. Some of the major deliverables to be prepared and provided by the Construction Manager during the design phase may include but are not limited to: Construction Management Plan, Constructability Review, Construction Schedule, Schedule of Values, Value Engineering, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed DBE Utilization, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team. Certain deliverables required from the Construction Manager, such as schedules and others may, in addition to being listed in this Contract, be included in the contract with Design Professional. The Construction Manager hereby acknowledges receipt of such Design Professional contract and agrees that the Construction Manager shall comply with all pertinent provisions listed in Design Professional contract relating to the role of the Construction Manager. The Contractor does not, under

any circumstances, assume the duties or obligations of a design professional or the Design Professionals.

Design Professional(s) - Muller & Muller, Ltd., an Illinois corporation, and Sam Marshall Architects, P.A., a Florida professional association, individually, collectively, and interchangeably, which are the professional organizations the City has contracted with to provide design services for the Project.

Drawings or Plans - Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the Construction Manager during the construction phase and which have been prepared or approved by the Design Professional and the City, including without limitation drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or bidability reviews and in preparing cost estimates (e.g. conceptual design drawings, preliminary design drawings, detailed design drawings at 30%, 60%, 90% or 100% and schematic, design development, construction documents); provided, however that "*not for construction*" Shop Drawings are not included in the term "Drawings".

Field Order: A written order which orders minor changes in the Work in accordance with Section 9.5, but which does not involve a change in the Contract Price or Contract Time.

Final Certificate of Payment: A certification by the City Representative and Design Professional that the Work has achieved Final Completion.

Final Completion: The date certified by City Representative and Design Professional in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; and the documents required by the Contract have been received by City Representative; and any other documents required to be provided by Construction Manager have been received by City Representative; and to the best of Design Professional's and City Representative's information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

Float - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

Guaranteed Maximum Price or GMP - The sum of the maximum Cost of the Work, Construction Manager's Fee, General Conditions Costs, sales tax, and Construction Manager's Contingency.

Guaranteed Maximum Price Amendment or GMP Amendment - Each amendment of this Contract establishing the Guaranteed Maximum Price for the entire Work or a sub-GMP for a portion of the Work and the related Contract Time.

GMP Plans and Specifications - The three sets of Plans and Specifications provided pursuant to Section 2.7.6 upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price (GMP) Proposal - Each offer or proposal of the Construction Manager

submitted on the prescribed form setting forth a proposed GMP for the entire Work or a sub-GMP for a portion of the Work.

General Conditions Costs -- Those costs and expenses of the Construction Manager during the construction phase of the Project that are considered by general industry practice to be general conditions costs, including but not limited to the following types of costs for the Construction Manager during the construction phase: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in the direct employ of the Construction Manager or Subcontractors; and fees for licenses. The parties agree that the General Conditions Costs shall also include a mark-up by a percentage equal to the Construction Manager's Fee expressed as a percentage of the Cost of Work.

Initiation Date -- The date upon which the Contract Time commences for the construction phase of the Project.

Inspector -- Any authorized representative or employee of the City Representative, Design Professional or City assigned to make necessary inspections of Materials furnished by Construction Manager and of the Work performed by Construction Manager.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Materials -- Materials incorporated in this Project or used or consumed in the performance of the Work. Materials includes, but is not limited to, equipment that will be installed and incorporated into the Work, but not equipment used or consumed solely in the performance of the Work.

Notice to Proceed - A written notice given by City to the Construction Manager for a specific date on which the Construction Manager will start to perform all or a specified portion of the Construction Manager's obligations under this Contract.

Payment Request - The form that is accepted by the City and used by the Construction Manager in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents or the City.

Pricing Documents -- The set of documents upon which the GMP or a sub-GMP, as the case may be, is negotiated, comprised of the following: (i) the Project Manual consisting of the set of Plans, Specifications, and Division-1 General Requirements, Special Provisions and Mandatory Requirements, (ii) the Estimated Construction Manager's Direct Construction Cost (including unit prices and quantities and explanatory notes), (iii) Construction Manager's General Condition Items, (iv) schedules developed by Construction Manager and approved by the City

Representative, and any other documents or exhibits utilized to derive the GMP or sub-GMP, as the case may be.

Project – The construction project described in the Contract Documents, including the Work described therein.

Project Manual – The official documents setting forth information and requirements; contract forms, bonds, and certificates; general and supplementary conditions of the Contract Documents; the specifications; and the plans and drawings of the Project.

Project Team - Collectively, the City, City Representative, Design Professional, Construction Manager, and other stakeholders who are responsible for making decisions regarding the Project.

Schedule of Values - Document required for construction phase of Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any segment of the Work having a separate specified Contract Price.

Shop Drawings - All drawings, diagrams, schedules and other data specifically prepared for the Work by the Construction Manager or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site - The land or premises on which the Project is located.

Specifications - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of Materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subconsultant - A person, firm or corporation having a contract with the Construction Manager to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor – A person, firm or corporation having a direct contract with Construction Manager including one who furnishes material manufactured to a special design according to the Project Manual for this Work but does not include one who merely furnishes material not so manufactured.

Sub-Guaranteed Maximum Price (Sub-GMP) – The Construction Manager shall divide the GMP into separate sub-GMPs if the City so directs. The Construction Manager shall make recommendations to the City as to desirable sub-GMPs. Each sub-GMP is a distinct and separate GMP for purposes of this Contract.

Substantial Completion – The date certified by City Representative and Design Professional when all conditions and requirements of permits and regulatory agencies have been satisfied and the City Representative has certified the Work is sufficiently complete in accordance with the Contract Documents so that the Project is available for beneficial occupancy by Tenant. A Certificate of Occupancy must be issued for Substantial Completion to be achieved; however, the issuance of a

Certificate of Occupancy or the date thereof is not determinative of the achievement of Substantial Completion.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Construction Manager or with any Subcontractor to furnish Materials or equipment to be incorporated in the construction phase Work by Construction Manager or any Subcontractor.

Surety - The surety company which is bound by the performance bond and payment bond with and for Construction Manager who is primarily liable, and which surety company is responsible for Construction Manager's acceptable performance of Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

Tenant - Bella Mente Quantum Racing Association, a Delaware nonprofit corporation qualified to do business in Florida as Bella Mente Quantum Racing Association Corp.

Work - The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, Materials, equipment and services provided or to be provided by Construction Manager to fulfill Construction Manager's obligations under the Contract Documents.

ARTICLE 2 - GENERAL DESIGN PHASE SERVICES

2.1 GENERAL

- 2.1.1 The Construction Manager shall provide Design Phase Services for the Project as specified in this Contract. Design Phase Services shall be undertaken only upon the City's issuance to the Construction Manager of a Notice to Proceed for all or a specified portion of such Design Phase Services. The Construction Manager, to further the interests of the City, shall perform the services required by, and in accordance with this Contract, to the satisfaction of the City Representative, exercising the degree of care, skill and judgment a professional construction manager performing similar services would exercise at such time, under similar conditions. The Construction Manager shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice.
- 2.1.2 As a participating member of the Project Team, the Construction Manager will provide to the City, City Representative, and Design Professional a written evaluation of the City's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 The Construction Manager will attend Project Team meetings which may include, but are not limited to, biweekly (through 60% design) design review meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions (if required by the City).

- 2.1.4 The Construction Manager will provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The Construction Manager will promptly notify the City in writing whenever the Construction Manager determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.
- 2.1.5 The Construction Manager, when requested by the City, will attend, make presentations and participate as may be appropriate in public agency and or community meetings germane to the Project. The Construction Manager will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

- 2.2.1 The Construction Manager shall prepare a Construction Management Plan which may include the Construction Manager's professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member's responsibilities and roles.
- 2.2.2 The Construction Manager shall add detail to its previous version of the Construction Management Plan to keep it current throughout the design phase, so that the Construction Management Plan is ready for implementation at the start of the construction phase. The update/revisions may take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional or the Construction Manager, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or Materials, and (g) funding issues identified by the City.
- 2.2.3 The Construction Manager shall submit his plans for mobilization for providing field offices for Construction Manager and City Representative. Such plan is to be submitted to the City through City Representative within 14 days after Notice-to-Proceed.

- 2.2.4 The Construction Manager shall submit a plan for hurricane preparedness to be reviewed and approved by the City.

2.3 CONSTRUCTION SCHEDULE

- 2.3.1 The fundamental purpose of the Construction Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the contractors, subcontractors, vendors and suppliers to be utilized for structuring of Project master summary schedule prepared by City Representative. Each Project Team member is responsible for its compliance with the Construction Schedule requirements. The Construction Manager will, however, develop and maintain the "Construction Schedule" on behalf of his Project Team based on input from the other entities with whom the Construction Manager has entered into a Construction Contract. The Construction Schedule will be consistent with the most recent revised/updated Construction Management Plan. The Construction Schedule will use the Critical Path Method technique, unless required otherwise, in writing by the City. The Construction Manager will use a scheduling software or application to develop the Construction Schedule that is acceptable to the City. The Construction Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Construction Schedule will indicate milestone dates for the phases once determined.
- 2.3.2. A Construction Schedule shall be provided with each GMP or sub-GMP, as the case may be, that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path. Any shortfall or overage in contract time or cost on one sub-GMP may not be allocated to any other sub-GMP.
- 2.3.2.1 The Critical Path Method diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities.
- 2.3.2.2 The Critical Path Method diagram schedule shall indicate all relationships between activities.
- 2.3.2.3 The activities making up the Construction Schedule shall be sufficiently detailed to assure that adequate planning has been done for execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
- 2.3.2.4 The Critical Path Method diagram schedule shall be based upon activities, which would coincide with the schedule of values.
- 2.3.2.5 The Critical Path Method diagram schedule shall show all submittals associated with each Work activity and the review time for each submittal.
- 2.3.2.6 The Construction Schedule shall show milestones, including milestones for City-furnished information, and shall include activities for City-furnished equipment and furniture when those activities are interrelated with the Construction Manager activities.

- 2.3.2.7 The Construction Schedule shall include a critical path activity that reflects an allowance for inclement weather and rain delay during the performance of the Contract. Pursuant to Section 8.1.6, the GMP Amendment shall describe the allocated allowance.
- 2.3.3 The Construction Schedule shall consider the City's and the Tenant's occupancy requirements and the Contract Time.
- 2.3.4 Float time shall be as prescribed below:
- 2.3.4.1 The total Float within the overall schedule is not for the exclusive use of either the City or the Construction Manager but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and completion dates.
- 2.3.4.2 The Construction Manager shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.
- 2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests and credit changes which result in savings of time to the Construction Manager, etc.). In such an event, the Construction Manager shall not be entitled to receive a time extension or delay damages unless the delaying event extends the Critical Path as measured on the date the delay commences.
- 2.3.5 The Construction Schedule will be updated and maintained by the Construction Manager throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the Construction Manager's plan for the performance of the construction phase Work. The Construction Manager will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The Construction Manager will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.
- 2.3.6 When phased construction is deemed appropriate and the City approves, the Construction Manager will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The Construction Manager will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and Materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

- 2.4.1 The Construction Manager will evaluate periodically the availability of labor, Materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposal and/or the Project Schedule.
- 2.4.2 The Construction Manager will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the Construction Manager to construct the Project. Before initiating construction operations, the Construction Manager may request additional investigations in its GMP Proposal to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents.
- 2.4.3 The Construction Manager will meet with the Project Team as required to review designs during their development. The Construction Manager will familiarize itself with the evolving documents through the various design phases. The Construction Manager will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected Materials, equipment and building systems and, labor and material availability. The Construction Manager will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as concerns that exist with respect to coordination of the Drawings and Specifications. The Construction Manager will recommend cost effective alternatives.
- 2.4.4 The Construction Manager will routinely conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.
 - 2.4.4.1 The Construction Manager will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of Materials, staging of site facilities, construction parking, and other similar pertinent issues.
 - 2.4.4.2 The Construction Manager will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named Materials and equipment are commercially available and

are performing well, or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.

2.4.4.3 The results of the reviews will be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the City, the Construction Manager will meet with the City, City Representative and Design Professional to discuss any findings and review reports.

2.4.4.4 The Construction Manager's reviews will be from a contractor's perspective and not with the perspective of a design professional or the Design Professionals, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professionals and not the Construction Manager.

2.4.5 It is the Construction Manager's responsibility to assist the Design Professional in ascertaining that, in the Construction Manager's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the Construction Manager recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it will promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

2.4.6 The Construction Manager will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the Construction Manager in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The Construction Manager will include the cost of the alternatives into the cost estimate and any GMP Proposals.

2.5 COST ESTIMATES

2.5.1 Unless otherwise agreed to by both parties, the Construction Manager shall provide a detailed cost estimate and a written review of the documents within 30 days after receipt of the documents for each of the following phases of design:

1. 30% Design Documents
2. 60% Design Documents
3. 90% Design Documents

The Design Professional and Construction Manager shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the City will make the final determination.

- 2.5.2 If any estimate submitted to the City exceeds previously accepted estimates or the City's Project budget, the Construction Manager shall make appropriate recommendations on methods and Materials to the City and Design Professional that the Construction Manager believes will bring the Project back into the Project budget.
- 2.5.3 In between these milestone estimates, the Construction Manager shall periodically provide a tracking report which identifies the upward or downward movements of costs due to value engineering or scope changes as well as tracking price escalations to major components. It shall be the responsibility of the Construction Manager to keep the City, City Representative and Design Professional informed as to the major trend changes in costs relative to the City's budget.
- 2.5.4 If requested by the City, the Construction Manager shall prepare a preliminary "cash flow" projection based upon historical records of similar types of projects to assist the City in the financing process.

2.6 DISPARITY GOALS PROGRAM

- 2.6.1 If directed by the City, the Construction Manager, based on information provided by the City Representative, Design Professional and City and prior to preparing the GMP Proposal described below, will meet with the City to obtain Minority and Women-owned Business Enterprise goals. The Construction Manager will identify the estimated value of Work to be performed by each Subcontractor/Supplier in Construction Specifications Institute (CSI) format. The minimum goals for Work to be performed during the construction phase by DBE or SBE firms will then be established and expressed as percentages of appropriate construction costs for the Project.
- 2.6.2 The Construction Manager will submit the following documents with the GMP proposal package if subcontractors have been selected prior to submission of the GMP proposal. If the GMP proposal is submitted prior to subcontractor selection, the Construction Manager will submit these documents before the selected DBE or SBE subcontractor commences onsite construction operations.
 - 2.6.2.1 In a tabulation form, the Construction Manager shall list all proposed DBE or SBE subcontractors who will be performing work under the respective GMP package. The Construction Manager will list the name of the firm, the value of work to be performed by that firm, and the estimated percentage of the total Project construction cost to be performed by that firm. When received by the City, these forms will be sent to the Purchasing Department to verify that the firms are properly certified within the City's system.
 - 2.6.2.2 Letters of Intent to Perform as a Subcontractor. These letters must be submitted for each Subcontractor or Supplier listed on the "Contractor's Statement of Proposed DBE or SBE Utilization" form. These letters are prepared by the respective subcontractors and indicate the

subcontractors' intent to perform the work as detailed on the Construction Manager's Utilization form for the indicated price.

- 2.6.3 Firms certified by the City of Pensacola are eligible to fulfill DBE/SBE subcontracting goals for City of Pensacola projects. The Construction Manager will ensure that the subcontractors the Construction Manager proposes to use on this Project are properly certified with the City at the time of receipt of bids for their respective bid package.

2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

- 2.7.1 The proposed GMP for the Project will be presented in a format acceptable to the City, including separate sub-GMPs (see Exhibits "B", "C", and "D" attached). The City may request GMP Proposals for all or any portion of the Work. Any GMP Proposals submitted by the Construction Manager will be based on and consistent with the current updated/revised cost estimate at the time of the request, the associated estimates for construction costs include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- 2.7.2 The Guaranteed Maximum Price shall be comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.
 - 2.7.2.1 The Cost of the Work is actual costs and is a not-to-exceed, reimbursable amount.
 - 2.7.2.2 The General Conditions Costs shall be a lump sum amount, which will include bonds and insurance premiums based on the full contract price for construction and which will be negotiated as a separate line item in the GMP Proposal for the Work and in the GMP Amendment.
 - 2.7.2.3 The Construction Manager's Fee shall be a percentage of the sum of the Cost of the Work and the Construction Manager's Contingency which shall be negotiated as a separate line item in the GMP Proposal for the Work and in the GMP Amendment. Salaries or other compensation of the Construction Manager's employees who are stationed or principally located in the office and branch offices are included in the Construction Manager's Fee. Cost related to principal office personnel who are stationed or principally located at the field office in a capacity directly related to performance of the Work is not included in the "Fee" and will be included in the Cost of Work.
 - 2.7.2.4 Construction Manager's Contingency is an amount the Construction Manager may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. Construction Manager's Contingency is assumed to be a direct project cost so will receive the mark up for the Construction Manager's Fee at the time of GMP submission, as provided in Section 2.7.2.3.
 - 2.7.2.5 Taxes are deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

- 2.7.3 City's Contingency are funds to be used at the discretion of the City to cover any increases in Project costs that result from City directed changes or unforeseen site conditions. Markups for Construction Manager's Fee and taxes will be applied by the Construction Manager at the time and to the extent that City's Contingency is used by Construction Manager.
- 2.7.4 The Construction Manager's Contingency is distinct and separate for each sub-GMP and may not be reallocated to other sub-GMPs. The amount of Construction Manager Contingency for each sub-GMP amendment will be negotiated separately and shall reflect the Construction Manager's risk from that point in the Work forward.
- 2.7.5 The Construction Manager, in preparing each GMP Proposal, will obtain from the Design Professional Construction Documents that have reached a minimum of 60% completion which include plans and specifications (including all revisions). The Construction Manager will prepare a preliminary GMP based on the 60% documents. Subsequently, the Construction Manager will obtain from the Design Professional Construction documents that have reached 90% completion of all plans and specifications. The Construction Manager will prepare a GMP Proposal based on the 90% documents. In both instances, the Construction Manager will mark the face of each document of each set upon which its proposed GMP is based. The final GMP Proposal shall be based on 100% Issued for Construction plans and Specifications which shall be marked on their face and identified as the GMP Plans and Specifications. The Construction Manager will send one set of the GMP Plans and Specifications to the City Representative, keep one set, and return the third set to the Design Professional.
- 2.7.7 A Project Schedule will be a part of each GMP Proposal(s) and will reflect the GMP Plans and Specifications. Any such Project Schedule will comply with the requirements of Section 2.3.
- 2.7.8 GMP Proposal(s) Review and Approval
- 2.7.8.1 The Construction Manager will meet with the City and its representatives, the City Representative, and the Design Professional to review each GMP Proposal(s) and the written statement of its basis. In the event the City discovers inconsistencies or inaccuracies in the information presented, the Construction Manager will make adjustments as necessary to the GMP Proposal, its basis or both.
- 2.7.8.2 The City upon receipt of any GMP proposal from the Construction Manager, may submit the GMP Plans and Specifications to an independent third party for review and verification. The third party will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposal. Cost estimates by the Construction Manager on the basis of which GMP is established must be reasonably compatible with such third-party estimates.
- 2.7.8.3 If the Construction Manager's GMP Proposal is greater than the independent third party's estimate in time or money, the City may require the Construction Manager to reconfirm its GMP Proposal. The Construction Manager will accept the independent third party's estimate for the Cost of Work as part of his GMP or present a report within seven days of a written request by the City identifying, explaining and substantiating the differences. The Construction Manager

may be requested to, or may at its own discretion, submit a revised GMP Proposal for consideration by the City. At that time the City may do one of the following.

- (a) Accept the Construction Manager's original or revised GMP Proposal, if within the City's budget, without comment.
- (b) Accept the Construction Manager's original or revised GMP Proposal that exceeds the City's budget and indicate in writing to the Construction Manager that the Project Budget has been increased to fund the differences.
- (c) Reject the Construction Manager's original or revised GMP Proposal because it exceeds the City's budget, and/or the independent third party's estimate, in which event, the City may, at the City's option: (i) direct the Design Professional to revise the Plans and Specifications to reduce the estimated Cost of the Work so that the GMP Proposal will be acceptable to the City; or (ii) terminate this Contract.

2.7.8.4 Upon acceptance by the City of the GMP for the Project, the City and Construction Manager shall execute a Guaranteed Maximum Price Amendment to memorialize such agreement.

2.7.8.5 If during the review and negotiation of GMP Proposals design changes are required, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the Construction Manager. The Construction Manager will promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

2.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

2.8.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal. They are qualifications-based selection and competitive bidding. Except as noted below, the selection of Subcontractors/Suppliers is the responsibility of the Construction Manager. In any case, the Construction Manager is solely responsible for the performance of the selected Subcontractors or Suppliers. Further, the pre-engineering metal hangar building supplier shall be selected as set forth in Section 2.7.5 above.

2.8.2 The City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when the Construction Manager can demonstrate it is in the best interest of the Project.

2.8.2.1 Qualification based selection of a Subcontractor(s) or Supplier(s) shall only occur prior to the submittal of the GMP Proposal.

2.8.2.2 The Construction Manager will prepare a Subcontractor or Supplier selection plan and submit the plan to the City for approval. The Construction Manager shall apply the plan in the evaluation

of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation.

2.8.2.3 The Construction Manager must receive City approval of the selected Subcontractor(s) or Supplier(s).

2.8.2.4 The Construction Manager will negotiate costs for services/supplies from each Subcontractor or Supplier selected under this method, the City Representative shall participate in these negotiations. Approval of terms of negotiation by the City shall be required prior to Construction Manager entering into a Contract with the sub-contractor.

2.8.3 Unless the City approves self-performance of Work by the Construction Manager for a small portion of Work, all Work shall be competitively bid unless a Subcontractor or Supplier was selected pursuant to Section 2.8.2 above. Competitive bids may occur prior to or after the GMP Proposal(s). Subcontracts and purchase orders involving amounts not in excess of \$15,000 may be awarded without the prior approval of the City Representative.

2.8.3.1 The Construction Manager will develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by the City and solicit bids for the various Work categories. The Construction Manager will identify the DBE or SBE Subcontractors and Suppliers and during the bidding process keep the City informed on the progress of meeting the desired DBE or SBE goals. If there are not three qualified Subcontractors or Suppliers available for a specific trade or there are extenuating circumstances warranting such, the Construction Manager may request approval by the City to submit less than three names. Without prior written notice to the City, no change in the recommended Subcontractors or Suppliers will be allowed.

2.8.3.2 If the City objects to any nominated Subcontractor or Supplier or to any self-performed Work for good reason, the Construction Manager will nominate a substitute Subcontractor or Supplier that is acceptable to the City.

2.8.3.3 The Construction Manager will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers.

2.8.3.4 If the Construction Manager desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The Construction Manager's bid will be evaluated in accordance with the process identified below. If events warrant and the City concurs that in order to ensure compliance with the Project Schedule and/or cost, the Construction Manager may self-perform the specific Work. In that event, the City Representative may select either Construction Manager's price to perform the Work or any one of subcontractors' proposals, and there shall be no application of a preferred subcontract cost differential.

2.8.3.5 The Construction Manager shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the Construction Manager, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel

assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor or Supplier bids will be done with the City Representative in attendance to observe and witness the process. The Construction Manager will resolve any Subcontractor or Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

- 2.8.4 The Construction Manager will be required to prepare two different reports on the subcontracting process.
 - 2.8.4.1 Within fifteen days after each major Subcontractor or Supplier bid opening process, the Construction Manager will prepare a report for the City's review and approval identifying the recommended Subcontractors or Supplier for each category of Work. The report will detail (a) the name of the recommended Subcontractor or Supplier and the amount of the Subcontractor or Supplier bid for each subagreement, (b) the sum of all recommended Subcontractor/Supplier bids received, (c) and trade work and its cost that the Construction Manager intends to self-perform, if any.
 - 2.8.4.2 Upon completion of the Subcontractor or Supplier bidding process, the Construction Manager shall submit a summary report to the City of the entire Subcontractor or Supplier selection process. The report will indicate, by bid process, all Subcontractors or Suppliers contacted to determine interest, the Subcontractors or Suppliers solicited, the bids received, and costs negotiated, and the recommended Subcontractors or Suppliers for each category of Work.
- 2.8.5 The approved Subcontractors or Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Schedule of Values for each segment of the Project.
- 2.8.6 If after receipt of sub-bids or after award of Subcontractors or Suppliers, the City objects to any nominated Subcontractor or Supplier or to any self-performed Work for good reason, the Construction Manager will nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor or Supplier bids for the Work affected. Once such substitute Subcontractors or Suppliers are approved by the City, the Construction Manager's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.
- 2.8.7 Promptly after submission of the GMP Proposal for the Work, the City will conduct a pre-award conference with the Construction Manager and other Project Team members. At the pre-award conference, the Construction Manager will (a) review the nominated slate of Subcontractors or Suppliers and discuss any concerns with or objections that the City has to any nominated Subcontractor or Supplier; (b) discuss City concerns relating to any proposed self-performed Work; (c) review the Construction Manager's proposed Contract Price for the Work during the construction phase; (d) discuss the conditions, if any, under which the City will agree to leave any portion of the remaining Contractor's Contingency within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of Commencement of the Contract time for the construction phase Work; (f) schedule the pre-construction conference; and (g) discuss other matters of import.

ARTICLE 3 - PERIOD OF DESIGN PHASE SERVICES

- 3.1 The design phase services described in this Contract will be performed by Construction Manager in accordance with the most current update/revised Construction Schedule. Material and substantial repeated failure on the part of the Construction Manager to adhere to the Construction Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the City.
- 3.1.1 Upon failure to adhere to the approved Construction Schedule, City may provide written notice to Construction Manager that it intends to terminate this Contract unless the problem cited is cured, or commenced to be cured, within three days of Construction Manager's receipt of such notice.
- 3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Local time) on the day of performance.

ARTICLE 4 - DESIGN SERVICES PHASE COMPENSATION AND PAYMENTS

- 4.1 The Construction Manager's compensation for all design phase services for the Project shall be Fifty Thousand and 00/100 Dollars (\$50,000.00).

The City may withhold payment of the design phase services fee to such extent reasonably necessary as a result of (a) third party claims arising out of the services of the Construction Manager and made against the City and as verified by the City within 30 days of receipt of said claim. The City's release of payment to the Construction Manager after said claim does not relieve the Construction Manager from any liability or responsibility otherwise covered in the contract and subsequently arising out of said claim; (b) for the amount of any, over billing, overpayment, or fraud discovered upon audit; (c) failure to make payment prompt payments to sub-consultants; (d) payment request received which includes fees for unapproved sub-consultants; (e) the amount required to correct performance of services not in accordance with generally accepted standards of care of services by the Construction Manager or its sub-consultants. The City's withholding of design services payments to Construction Manager shall not in any way relieve the Construction Manager of its obligations to continue to perform its services under this Contract.

- 4.2 Progress payments for design phase shall be paid as follows: \$16,667.00 upon completion of design phase services up to and including 30% design (including 30% design cost estimates); \$16,667.00 upon completion of design phase services up to and including 60% design (including GMP Proposal); and \$16,666.00 upon completion of all design phase services.

The Construction Manager's monthly billing shall be on a form approved by the City and shall include a cover sheet in which the following is shown:

1. Original amount.
2. The total previous amounts received.
3. The remaining balance to complete the Design Services Phase Project.
4. Amount Due.

Additionally, the monthly billing shall include, without limitation, a narrative of the Work completed and a statement of Reimbursable Expenses incurred.

The City shall make payment to the Construction Manager in accordance with its standard billing and payment procedures and applicable Florida Statutes. Invoices must be received and approved by the City by the 20th of month in order to be paid in City check cycle. Ordinarily the City issues checks for payment of invoices on the 10th of each month. A complete and accurate billing from the Construction Manager must have been received and approved by the City Representative and forwarded to the Office of the Port Director by the last day of the month for consideration of payment on the 10th of the following month. Items received after the last day of the month will be processed in the following payment cycle.

- 4.3 Intentionally left blank.
- 4.4 If the City requests additional services, a Change Order or Amendment will be executed and the compensation set forth above will be adjusted as agreed by the parties.
- 4.5 The Construction Manager will pay all sums due Subconsultants for services and reimbursable expenses within fourteen (14) calendar days after the Construction Manager has received payment for those services from the City. No retainage shall be held in conjunction with design phase services provided by the Construction Manager.
- 4.6 The Construction Manager agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances by the City during the progress of any portion of the design phase services specified in this Contract. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period as may be mutually agreed which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights herein.
- 4.7 If any design phase service(s) executed by the Construction Manager is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the Construction Manager, the Construction Manager shall be fully paid for the services performed prior to the abandonment or suspension, and all reasonable costs of demobilization and re-mobilization..
- 4.8 When authorized by the City, the Construction Manager will be entitled to reimbursement at cost for design phase services and related expenses incurred for reasonable travel expenses incurred for travel outside of Pensacola, Florida, approved in advance by the City, consisting of reasonable charges for air transportation (not to exceed standard coach rates), ground travel (for automobile rental, taxi, parking, etc. not to exceed \$50 per day), and authorized expenses while traveling (not

to exceed the corporate rate at major business hotels in the area and a per diem for meal and miscellaneous business expenses of \$30) shall be reimbursed. The Construction Manager shall provide detailed receipts for all reimbursable charges.

ARTICLE 5 - CONSTRUCTION PHASE SERVICES

5.1 The Construction Manager shall cause to be performed all of the Work required by the Contract Documents as revised or added to from time to time to reflect clarifications and approved changes.

5.2 THE WORK

5.2.1 It is the intent of City to describe in the Contract Documents a functionally complete Project to be constructed in accordance with the Contract Documents. Any Work, Materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the Construction Manager whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids. City shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

5.2.2 The Construction Manager agrees that the Work shall be performed in a good and professional manner, free from defects in Materials and workmanship, and that all Materials shall be new and approved by or acceptable to the City Representative, except as otherwise expressly provided for in the Contract Documents. The Construction Manager shall cause all Materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the improvements.

5.2.3 The Construction Manager shall plan, record, and update, at least monthly, the construction schedule of the Work (the "Construction Schedule") utilizing the Critical Path Method ("CPM") of scheduling. As part of each GMP Proposal, the Construction Manager shall prepare and submit for the City Representative's approval the Construction Schedule. It shall indicate the dates for the commencement and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the City Representative's approval. The Construction Schedule shall encompass all of the Work of all trades necessary for the construction of the Work and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis.

5.2.4 SUPERINTENDENCE AND SUPERVISION

- 5.2.4.1 The Construction Manager shall keep on the Project during its progress, a competent English-speaking superintendent or project manager (hereinafter referred to as "superintendent") and any necessary assistants, all satisfactory to the City Representative. The superintendent must be approved by the City Representative before the Work begins and shall not be changed except with the written consent of City Representative, unless the superintendent proves to be unsatisfactory to the Construction Manager and ceases to be in its employ in which case the replacement superintendent must be approved by the City Representative. The superintendent shall represent the Construction Manager and all direction given to the superintendent shall be as binding as if given to the Construction Manager and will be confirmed in writing by City Representative upon the written request of the Construction Manager.
- 5.2.4.2 Daily, the Construction Manager's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected the progress of the Work; time of commencement of Work for the day; the Work being performed; Materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site including representatives of City and City Representative; any conditions or occurrences encountered which impact the timely and efficient performance of the Work; and the time of termination of work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by the City. The Construction Manager may, at its option, maintain its daily log in electronic format.
- 5.2.4.3 The City Representative and the Construction Manager shall meet every week or as determined by the City Representative, during the course of the Work to review and agree upon the Work performed to date, establish the controlling items of Work for the week and to discuss such other matters as may contribute to the successful completion of the Project. The City Representative shall publish, keep, and distribute minutes and any comments thereto of each such meeting.
- 5.2.4.4 If the Construction Manager, at any time, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Project Manual, it shall be the Construction Manager's duty to immediately inform City Representative, in writing, and City Representative will promptly review the same. Any Work done after such discovery, until authorized, will be done at the Construction Manager's sole risk.
- 5.2.4.5 The Construction Manager shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Construction Manager shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- 5.2.5 The Construction Manager shall, from the perspective of a contractor and not a design professional, check Plans, Specifications and other data to verify all dimensions, quantities and details shown and shall notify City Representative of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery.

The Construction Manager will not be allowed to take advantage of any error, omission or discrepancy. The Construction Manager shall be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents if the Construction Manager recognized such error, omission or discrepancy and knowingly failed to report it to City Representative.

5.2.6 DIFFERING SITE CONDITIONS

5.2.6.1 In the event that during the course of the Work the Construction Manager encounters an underground utility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, the Construction Manager, without disturbing the conditions and before performing any Work affected by such conditions, shall, no later than forty-eight (48) hours after their discovery, or 9:00 am the next business day, whichever is later, notify City Representative in writing of the existence of the aforesaid conditions. City Representative shall, within one (1) business day after receipt of the Construction Manager's written notice, investigate the site conditions identified by the Construction Manager. If, in the sole opinion of City Representative, the conditions do materially so differ and cause an increase or decrease in the Construction Manager's cost of, or the time required for, the performance of any part of the Work, City Representative shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both, which is subject to approval by the City pursuant to Section 9.4, hereof. If City Representative and the Construction Manager cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be determined by the City Representative in accordance with Article 30. Should City Representative determine that the conditions of the Project site are not so materially different as to justify a change in the terms of the Contract, City Representative shall so notify City and the Construction Manager in writing, stating the reasons. The City Representative's determination of differing site conditions is subject to Section 30.1.

5.2.6.2 No request by the Construction Manager for an equitable adjustment to the Contract under this provision shall be allowed unless the Construction Manager has given written notice in strict accordance with the provisions of Section 5.2.6.1. Failure to give such written notice shall constitute an unequivocal waiver of any equitable adjustment under this provision.

5.2.6.3 No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by City Representative as the date of Substantial Completion.

5.2.7 SHOP DRAWINGS

5.2.7.1 The Construction Manager shall submit Shop Drawings as required by the Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency,

technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

- 5.2.7.2 Within thirty (30) calendar days after the Project Initiation Date specified in the Notice to Proceed, The Construction Manager shall submit to City Representative a list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list ("the Schedule of Submission") by City Representative shall in no way relieve the Construction Manager from submitting complete Shop Drawings and providing Materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- 5.2.7.3 After the approval of the list of items required in Section 5.2.7.2 above, the Construction Manager shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.
- 5.2.7.4 The Construction Manager shall thoroughly review and check the Shop Drawings and each and every copy shall show its approval thereon.
- 5.2.7.5 If the Shop Drawings show or indicate departures from the Contract requirements, the Construction Manager shall make specific mention thereof in its letter of transmittal to the City Representative and the party submitting the Shop Drawings. Neither such letter of transmittal pointing out such departures nor the failure to point out such departures shall relieve the Construction Manager from its responsibility to comply with the Contract Documents.
- 5.2.7.6 Provided such submittals are in conformity with the approved Schedule of Submission, City Representative shall coordinate review and approval of Shop Drawings by Design Professional within fifteen (15) calendar days from the date received, unless said Drawings are rejected for material reasons. Approval of Shop Drawings will be general and shall not relieve the Construction Manager of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of Materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Shop Drawings have been approved by Design Professional. Approval shall not relieve the Construction Manager from responsibility for errors or omissions of any sort on the Shop Drawings.
- 5.2.7.7 It is the Construction Manager's responsibility to assemble the Shop Drawings for all interconnecting and/or interdependent items, check them and then make one submittal to City Representative along with its comments as to compliance, noncompliance, or features requiring special attention. No approval will be given for partial submittals of Shop Drawings for items which interconnect and/or are interdependent.

5.2.7.8 If catalog sheets or prints of manufacturer's standard drawings are submitted as Shop Drawings, any additional information or changes on such Shop Drawings shall be typewritten or lettered in ink.

5.2.7.9 The Construction Manager shall submit the number of copies required by City Representative. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

5.2.7.10 The Construction Manager shall keep one set of Shop Drawings marked with Design Professional's approval at the job site at all times.

5.2.7.11 The Construction Manager acknowledges and agrees that the Design Professional shall be obligated to review and comment on each Shop Drawing or technical submittal a maximum of three (3) times and that Construction Manager shall bear the cost of additional reviews.

5.2.8 FIELD LAYOUT OF THE WORK, RECORD DRAWINGS AND EQUIPMENT DATA

5.2.8.1 The entire responsibility for establishing and maintaining line and grade in the field lies with the Construction Manager. The Construction Manager shall maintain an accurate and precise record of the location and elevation of all underground site utilities installed by the Construction Manager, sealed by a Professional Surveyor. The Construction Manager shall deliver these records in good order to City Representative as each segment of the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper.

5.2.8.2 The Construction Manager shall maintain in a safe place at the project site one record set of the Contract Documents in good order and marked currently to record all changes made during construction and an accurate and precise location of all portions of the Work sufficient for the preparation of accurate as-built drawings.

5.2.8.3 Prior to, and as a condition precedent to Final Payment, the Construction Manager shall submit to City Representative the Construction Manager's project record drawings acceptable to the Design Professional.

5.2.8.4 Concurrently with the turnover of any piece of equipment to the City, the Construction Manager shall deliver to Program Manager for delivery to the City all equipment data, along with its recommended spare parts list, maintenance manuals, manufacturer's warranties and operations manuals as may be required for the City employees or agents to maintain and operate any equipment delivered as a part of the Work.

5.2.9 Inspection and Testing

5.2.9.1 City Representative and City shall at all times have access to the Work, and the Construction Manager shall provide for use by the City Representative Construction Manager's on-site construction trailer for such access and for inspecting, measuring and testing as is reasonably needed.

5.2.9.2 Should the Contract Documents, City Representative's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, the Construction Manager shall provide and update weekly for the City Representative a two (2) week "look-ahead" schedule denoting all activity to be performed and highlighting those that need testing and approval. If the testing or approval is to be made by an authority other than City, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and where practicable, at the source of supply. If any of the Work is covered up without approval or consent of City Representative, it must, if required by City Representative, be uncovered for examination and properly restored at the Construction Manager's expense.

5.2.9.3 Reexamination of any of the Work may be ordered by City Representative and if so ordered, the Work must be uncovered by the Construction Manager. If such Work is found to be in accordance with the Contract Documents, City shall pay the cost of reexamination and replacement by means of a change order. If such Work is not in accordance with the Contract Documents, the Construction Manager shall pay such cost as part of the GMP.

5.2.9.4 Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of, the Contract Documents. No action of an inspector shall form the basis of a claim of delay to the Contract.

5.2.9.5 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by the Construction Manager to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of the Construction Manager will constitute a material breach of this Contract.

5.2.10 TAXES

5.2.10.1 The Construction Manager shall pay all applicable sales, consumer, use and other taxes required by law. The Construction Manager is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

5.2.10.2 Taxes shall be a reimbursable cost under Section 10.3.5 (6). All such taxes shall be included in the GMP.

5.2.11 Construction Manager shall perform Work under this Contract only from 6:00 a.m. until 7:00 p.m., Mondays through Saturdays, but excluding Christmas Day, New Year's Day, Memorial Day and the Saturday prior to Memorial Day, July 4, Labor

Day and the Saturday prior to Labor Day, and Thanksgiving Day and the Friday and Saturday after Thanksgiving Day. No Work shall be performed during any other hours, days or evenings except with the prior written consent of the City Representative and in accordance with applicable City ordinances.

ARTICLE 6 - PRIORITY OF PROVISIONS

- 6.1 The Contract Documents shall be interpreted so as to eliminate inconsistencies or conflicts, but in the event of any conflict, requirements for greater quantity and/or more expensive work shall govern.
- 6.2 In case of conflicts between the provisions of this Contract, any ancillary documents executed contemporaneously herewith or prior hereto, or any other of the Contract Documents, the provisions of this Contract (including all Exhibits and Attachments) shall prevail.
- 6.3 Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans shall have the same effect as if shown or mentioned respectively in both. In case of disagreement between the written and graphic portions of the Project Manual, the written portion shall govern.
- 6.4 The organization of the Specifications into divisions and sections and the arrangement of Plans shall not control the Construction Manager in dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade. The organization of the Specifications and the arrangement of the Plans are for the convenience of the Construction Manager and are not intended to relieve the Construction Manager from its obligation to conduct a complete study of the Plans, Specifications and Addenda for the purpose of directing the various Subcontractors and suppliers as to their respective responsibilities.

ARTICLE 7 – CITY REPRESENTATIVE'S AUTHORITY

- 7.1 The City Representative will provide overall technical and management services to assist the City in maintaining schedules, establishing budgets, controlling costs, achieving quality and minimizing operational disruptions.
- 7.2 If at any time the City Representative observes or becomes aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, City Representative will promptly notify the City Representative and the Construction Manager and will direct that all reasonable steps be taken to correct such fault, defect or nonconformance. The City Representative shall have the authority to reject Work that does not in its opinion, conform to the Contract Documents.
- 7.3 To the extent requested by the City, City Representative will monitor the Work of the Construction Manager and shall coordinate all phases of its Work to facilitate completion of the Work in accordance with the established time period and estimate of construction cost.

- 7.4 City Representative shall have no control over construction means, method, techniques, sequences and procedures employed by the Construction Manager in the performance of the Work.
- 7.5 City Representative shall determine when the date of Substantial Completion has occurred.

ARTICLE 8 - TIME FOR PERFORMANCE OF CONSTRUCTION OF WORK

8.1 CONTRACT TIME

- 8.1.1 The Construction Manager shall be instructed to commence construction of the Work by written instruction in the form of a Notice to Proceed issued by the City Representative. The Notice to Proceed will not be issued until the Construction Manager's submission to the City of all required documents, including the CPM Schedule, and after execution of the GMP Amendment by both parties. The receipt of all initially required permits by the Construction Manager is a condition precedent to the issuance of a Notice to Proceed.
- 8.1.2 Time is of the essence throughout this Contract. The parties acknowledge that the Work may, in the City's discretion, proceed under partial permits. The Construction Manager shall provide City Representative with a schedule indicating specific dates by which completed drawings and permits must be received by the Construction Manager to ensure the uninterrupted progress of the Work in order to complete the Work as scheduled. If the City directs the Construction Manager to proceed under partial permits and such direction later results in additional costs that could have reasonable been avoided without such direction, the additional costs shall be added to the Guaranteed Maximum Price by a Change Order.
- 8.1.3 The Construction Manager shall achieve Substantial Completion no later than the Substantial Completion date set forth in the GMP Amendment (as adjusted by Change Orders) and shall achieve Final Completion no later than sixty (60) days after Substantial Completion.
- 8.1.4 If the Construction Manager fails to achieve Substantial Completion of the Work within the specified period of time, plus approved time extensions, the Construction Manager shall pay to City, for each calendar day after the time specified in the Guaranteed Maximum Price Amendment, plus any approved extensions, the *per diem* liquidated damages in the amount negotiated by the parties and included in each GMP Proposal and GMP Amendment for each day thereafter until Substantial Completion is achieved.

After Substantial Completion, should the Construction Manager fail to achieve Final Completion within the time specified in Section 8.1.3 above, plus approved time extensions thereof, for Final Completion and readiness for final payment, the Construction Manager shall pay to City, *per diem* liquidated damages in the amount negotiated by the parties and included in each GMP Proposal and GMP Amendment for each day thereafter until Final Completion is achieved.

These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use of the Work. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay, and both parties desiring to obviate any questions or disputes concerning the amount of said damages and the cost and effect of the failure of the Construction Manager to complete the Contract on time.

- 8.1.5 City is authorized to deduct liquidated damages from monies due to the Construction Manager for the Work under this Contract, or as much thereof as City may, at its own option, deem just and reasonable.
- 8.1.6 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for change in Contract Time pursuant to Section 8.3. These time extensions are justified only when rain or other inclement weather conditions cause delays over inclement weather allowance incorporated into the contract duration (schedule). The number of calendar days included in the Construction Schedule duration for the impact of inclement weather shall be negotiated by the parties and included in each GMP Proposal and GMP Amendment. In the event that more than the agreed number calendar days of weather impact (as set forth in the GMP Amendment) is documented, then the Contract Time shall be extended to compensate for loss of time due to weather. These time extensions are justified only when rain or other inclement weather conditions or related adverse soil conditions exceed the anticipated rain delay incorporated into the baseline project schedule.
- 8.1.7 Extension of the Contract Time shall be the Contractor's sole remedy for delay unless the same shall have been caused by acts constituting fraud, bad faith or active interference by the City with Contractor's performance of the Work and where and to the extent that such acts continue after Contractor's notice to City of such interference. City's exercise of any of its rights as it relates to changes in Work regardless of the extent or number of such changes, or City's exercise of any of its remedies of suspension of the Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as active interference with Contractor's performance of the Work. To exercise Contractor's right to extension of time due to City's active interference, Contractor shall, within seven calendar days of appreciating the active interference, or the next business day if the seventh day falls on a holiday or a weekend ("notification period"), notify City in writing of City's active interference. If Contractor fails to notify City of City's active interference within the notification period, then Contractor waives any rights under this Section to claim City's active interference from the end of the notification period until the City receives written notification of active interference from Contractor.
- 8.2 When the Construction Manager considers that the Work has reached Substantial Completion, the Construction Manager shall so notify Design Professional and City Representative in writing. Design Professional and/or City Representative shall then promptly inspect the Work. When Design Professional and City Representative, on the basis of such an inspection, determine that the Work has achieved Substantial Completion, Design Professional or City Representative will then prepare a Certificate of Substantial Completion in the customary form acceptable to the parties which shall

establish the Date of Substantial Completion; shall state the responsibilities of City and the Construction Manager for security, maintenance, utilities, damage to the Work, and insurance; and shall list all Work yet to be completed ("Punch List") to satisfy the requirements of the Contract Documents for Final Completion; and shall establish time for Final Completion of all such remaining Work. The failure to include any items of corrective Work on such list does not alter the responsibility of the Construction Manager to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated segment thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to City through the City Representative, after execution by the Construction Manager and City Representative, indicating their written acceptance of the responsibilities assigned to them in such Certificate.

8.3 NOTIFICATION OF CHANGE OF CONTRACT TIME OR CONTRACT PRICE

- 8.3.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice delivered by the Construction Manager to the City Representative within seven (7) calendar days of the commencement of the event giving rise to the claim and stating the general nature of the claim. Notice of the specific nature and elements of the claim shall be delivered within twenty (20) calendar days after the date of such written notice. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, notice of the extent of the claim with supporting data shall be delivered, unless City Representative allows in writing an additional period of time to ascertain more accurate data in support of the claim, and shall be accompanied by the Construction Manager's written sworn certification that the adjustment claimed is the entire adjustment in Contract Time and Contract Price to which the Construction Manager is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time or Contract Price shall be determined by City Representative in accordance with Article 30 hereof, if City Representative and the Construction Manager cannot otherwise agree. NO CLAIM FOR AN ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE WILL BE VALID IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Nothing in this Section shall be deemed to contradict or affect the application of Section 8.1.7 (no damages for delay).

ARTICLE 9 - CHANGES IN THE WORK OR TERMS OF CONTRACT DOCUMENTS

- 9.1 Without invalidating the Contract and without notice to any surety, City reserves and shall have the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders, Change Directives or Change Orders; any sums moved between Contract Price Elements included within the Contract Price must be accomplished by an appropriate Contract Price Element Adjustment Memorandum.

- 9.2 Any changes to the terms of the Contract Documents must be contained in a written document executed by the parties hereto prior to the initiation of any work reflecting such change. This section shall not prohibit the issuance of Change Directives executed only by City as hereinafter provided. The City Representative shall have authority to authorize and execute any Change Order on behalf of the City if the net increase in the GMP resulting from such Change Order is not greater than \$25,000.00. Otherwise, the Change Order must be executed by the Mayor or the City Administrator of the City.
- 9.3 The City Representative may direct the Construction Manager to expedite the Work by whatever means the Construction Manager may use, including, without limitation, increasing staffing or working overtime to bring the Work back within the Progress Schedule. If the expediting of Work is required due to reasons within the control or responsibility of the Construction Manager, then the additional costs incurred shall be chargeable to the Cost of the Work as part of the GMP. If the expediting of Work is required due to reasons outside the control or responsibility of the Construction Manager, then the additional costs incurred shall be the subject of an appropriate adjustment issued pursuant to Section 9.4 below.
- 9.4 Changes to the Work
- 9.4.1 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Change Orders or Change Directives.
- 9.4.2 The City Representative, as authorized by the City Representative, may initiate a change order request ("Change Order Request"), setting forth in detail the nature of the requested change. Upon receipt of a Change Order Request, the Construction Manager shall review the change order request with the City Representative prior to furnishing to the City Representative a statement setting forth in detail, with a suitable detailed breakdown including a breakdown of labor and Materials, the Construction Manager's estimate of the changes in the Estimated Construction Manager's Direct Construction Cost (as set forth as an exhibit, in the format of Exhibit "B" hereto, to the GMP Amendment) and changes to any other Contract Price Elements attributable to the changes set forth in such Change Order Request and proposed adjustments, if any, to the Contract Time resulting from such Change Order Request. If the City Representative accepts such the Construction Manager's Estimate, a Change Order shall be executed by an authorized representative of the City and delivered by the City Representative to the Construction Manager for execution. Agreement on any Change Order shall constitute a final settlement on all items affected therein, including without limitation any adjustment in the Guaranteed Maximum Price or the Contract Time, subject to performance thereof and payment therefore pursuant to the terms of this Contract and such Change Order.
- 9.4.3 The Construction Manager's fee on such changes shall be determined as follows:
- (a) A mutually acceptable fixed fee, or if none can be agreed upon,

- (b) The Construction Manager's Fee (expressed as a percentage as set forth in the GMP Amendment) multiplied by the net change to the Cost of the Work resulting from the Change Order. Any subcontractor's percentage markup for overhead and profit on change orders shall be reasonable, but in no event shall the aggregate of the subcontractor's overhead and profit markups exceed twenty percent (20%). In the event subcontractor is affiliated with the Construction Manager by common ownership or management, or is effectively controlled by the Construction Manager, no fee will be allowed on the subcontractor's costs. In the event there is more than one level of subcontractor, such as second and third tier subcontractors, the sum of all of the subcontractors' percentage markups for overhead and profit shall not in the aggregate exceed forty percent (40%).

- 9.4.4 All changes to construction contracts must be approved in advance in writing.
- 9.4.5 The Construction Manager shall not (and is under no obligation to) start work on any alteration requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved in writing by the City and the Construction Manager. Upon receipt of an approved Change Order, the Construction Manager shall promptly proceed with the Work set forth within the document.
- 9.4.6 In the event a satisfactory adjustment cannot be negotiated for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been approved by both parties, City reserves the right at its sole option to either: (a) issue a Change Directive; (b) terminate the Contract as it applies to the alteration in the Work and make such arrangements as may be deemed necessary to complete the alteration in the Work; or (c) submit the matter in dispute to City Representative as set forth in Article 30 of this Contract. During the pendency of the dispute, and upon receipt of Change Directive from the City Representative, the Construction Manager shall promptly proceed with the change in the Work involved and advise the City Representative and City Representative in writing within seven (7) calendar days of the Construction Manager's agreement or disagreement with the adjustment, if any, provided in the Change Directive for the Contract Price or Contract Time. The Construction Manager has no obligation to begin performing any alteration in the Work without a Change Directive.
- 9.4.7 On approval of any Contract change increasing the Contract Price, the Construction Manager shall ensure that the Performance Bond and Payment Bond are increased so that each reflects the total Contract Price as increased.
- 9.5 The City Representative shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or Contract Time.

9.6 Excusable Delay: Compensable and Non-Compensable

- 9.6.1. Excusable Delay is delay which extends the Contract Time, is not otherwise contemplated by the Contract (e.g., Section 8.1.6 allowance for inclement weather days), and is caused by circumstances beyond the control of the Construction Manager or its subcontractors, material persons, suppliers, or vendors. The Construction Manager is entitled to a time extension of the Contract Time for each day the Contract Time for the Work is delayed due to Excusable Delay. The Construction Manager shall document its claim for any time extensions as provided in Section 8.3 hereof.

Failure of the Construction Manager to comply with Section 8.3 as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

- 9.6.2 Excusable Delay may be compensable or non-compensable. Excusable Delay is compensable ("Compensable Excusable Delay") only if the Excusable Delay is solely caused by the fraud, bad faith or active interference by the City. In no event shall the Construction Manager be compensated for interim delays which do not extend the Contract Time.

The Construction Manager shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct cost recoverable by the Construction Manager shall be limited to the actual additional costs allowed pursuant to Section 10.3.

City and the Construction Manager recognize and agree that the amount of the Construction Manager's precise actual indirect costs for Compensable Excusable Delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the Construction Manager shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate the Construction Manager for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, all profit on indirect costs, job site and home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs recoverable. City shall pay the Construction Manager liquidated damages in the per diem amount negotiated by the parties and included in each GMP Proposal and GMP Amendment for each day the Contract Time for the Work is delayed due to a Compensable Excusable Delay.

When Excusable Delay is (i) caused by circumstances beyond the control of the Construction Manager, its subcontractors, material persons, suppliers and vendors, and is also caused by circumstances not meeting the criteria of Excusable Compensable Delay, or (ii) is caused jointly or concurrently by the Construction Manager or its subcontractors, material persons, suppliers or vendors and by the City or City Representative, then the Construction Manager shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 10 - PAYMENTS AND COST OF THE WORK

- 10.1 In full consideration of the full and complete performance of the Work and all other obligations of the Construction Manager hereunder, the City shall pay to the Construction Manager a sum of money, not to exceed the Guaranteed Maximum Price as adjusted by approved Change Orders, equal to the Contract Price which is defined to be the total of: (i) the Cost of the Work, (ii) the General Conditions Costs set forth in the GMP Amendment, (iii) the Construction Manager's design phase fee set forth in Section 4.1, (iv) so much of the approved amount of the Construction Manager's Contingency account as may have been expended, (v) so much of the approved amount of the City's Contingency account as may have been expended by Construction Manager for the Work, (vi) sales tax and (vii) the Construction Manager's Fee. The Contract Price shall not exceed the Guaranteed Maximum Price, adjusted to take into account any approved Change Orders, and shall mean those costs necessarily incurred and paid by the Construction Manager in connection with the performance of all the Work.
- 10.2 In the event that the Construction Manager's total approved expenditures for the Work exceed the Guaranteed Maximum Price, the Construction Manager shall pay such excess from its own funds, and the City shall not be required to pay any amount that exceeds the GMP, and the Construction Manager shall have no claim against the City on account thereof.
- 10.3 The term "Cost of the Work" shall mean the sum of all direct costs necessarily incurred and paid by the Construction Manager in the performance of the Work. Such costs shall be at rates not higher than those customarily paid in the locality of the Project except with the prior written consent of City. The Cost of the Work shall include only those items set forth in this Section 10.3 and shall not include any items listed in Section 10.4. Payment for any Work covered by the Contract shall be determined in one of the following ways:
- 10.3.1 Subcontractor Costs
- (1) Where the Work is covered by unit prices contained in the Contract Documents or an applicable subcontract, by application of unit prices to the quantities of items involved. If the quantity of any item of subcontractor Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued to adjust the unit price, if warranted.
 - (2) By mutual acceptance of a lump sum which subcontractor, the Construction Manager and City Representative acknowledge contains a component for overhead and profit, which shall be subject to the limitation of subcontractor fees set forth in Section 9.4.3. Whenever a change in subcontractor Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, the Construction Manager shall submit an initial cost estimate obtained from the subcontractor and acceptable to City Representative. The breakdown shall list the quantities and unit prices for Materials, labor, equipment and other items of cost. Whenever a change involves more than one subcontractor

and the change is an increase in the GMP, the overhead and profit percentage of each subcontractor and the Construction Manager, if applicable, shall be itemized separately.

- (3) If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the Work shall be determined in the same manner as the Construction Manager's Cost of the Work, subject to the limitation on subcontractor's fees set forth in Section 9.4.3.
- (4) If changes to subcontracted Work affect the GMP, such changes shall be accomplished in accordance with Section 9.4. The amount of decrease in the GMP for any change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and decreases are involved in any one change, the combined effect shall be figured on the basis of the net change in the GMP, if any.

10.3.2 The Construction Manager's Labor Costs: Payroll costs for employees in the direct employ of the Construction Manager in the performance of the Work who are stationed or principally located in the field or field office, including time spent on site by Kevin Spellman up to three days per week as follows: (a) salaries plus labor burden as set forth in the schedule of job classifications agreed upon by City and the Construction Manager and included in each GMP Proposal and GMP Amendment (Management Services); and, (b) as to all other labor costs, described on Exhibit "C" (General Conditions) at actual rates plus the percentage labor burden negotiated by the parties and included in each GMP Proposal and GMP Amendment. Salaries and labor burden for employees not employed full time on the Work covered by the Contract shall be apportioned on the basis of their time spent on the Work. Labor burden shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation, holiday pay and any other fringe or utilized benefits.

10.3.3 Materials and Equipment: Cost of all Materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith, adjusted in accordance with Article 12, pertaining to "Discounts, Rebates and Refunds;" rentals of all construction equipment and machinery and the parts thereof whether rented from the Construction Manager or others in accordance with rental agreements and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. If the total rent paid for any item of equipment rented from a vendor or from the Construction Manager's stock will exceed seventy (70%) percent of its fair market value, with City Representative's approval the item shall be purchased, a bill of sale issued by the Construction Manager, and the item shall become the property of the City. For equipment owned by the Construction Manager which is utilized in construction of the Work, cost shall be calculated on the actual cost of operation, proration of maintenance and actual depreciation in value.

10.3.4 The City reserves the right to purchase and/or supply Materials, tools or items of equipment to the Construction Manager which the City is able to provide at a lower cost than that available to the Construction Manager or has already purchased on a prior project or desires to direct purchase so as not to pay sales tax. In the event of such purchase or supply by the City, the actual purchase price shall be considered as an element of the Direct Construction Cost.

10.3.4.1 City certifies and represents that it is properly certified as an entity exempt from the payment of sales and use taxes in the State of Florida. Prior to City's purchase of any Materials pursuant to the provisions of Section 10.3.4, City shall provide Construction Manager, upon request, with documentation confirming such exemption, including City's Certificate of Entitlement. City acknowledges that Construction Manager may rely upon this certification and representation by City.

10.3.4.2 City may purchase Materials pursuant to the terms and conditions of this Section 10.3.4.

10.3.4.3 In the event City elects to purchase Materials directly, City and Construction Manager shall follow the following procedures:

(a) Prior to City's issuance of the Notice to Proceed, Construction Manager shall provide to City a list of the Materials and equipment potentially available for direct purchase by City. Such list shall include (i) an estimate of the value of each such item, (ii) an estimate of the sales/use tax savings on each such item, and (iii) the deadline for ordering each such item, such that the Materials can be timely ordered, fabricated and delivered so as not to delay the prosecution of the Work. Construction Manager shall not order any such items until not less than thirty (30) days after such list has been provided to City. City shall notify Construction Manager in writing of the Materials and equipment to be used or incorporated into the Work that City has determined that it will purchase directly. This notice must be provided to Construction Manager before the Construction Manager has ordered the Materials, and such Materials shall be ordered by City on or before the ordering deadline specified in such list.

(b) Construction Manager shall prepare, on City's form, a purchase order directed to the vendor of the Materials sufficient to describe and order the Materials which City has elected to purchase directly, and shall provide such purchase order to City. Such purchase order shall provide that the purchased item shall be FOB job site. Construction Manager's submission of a completed purchase order form is a representation by Construction Manager to City that the Materials described therein comply with the Contract Documents. City may not prepare or issue a purchase order not prepared by Construction Manager.

(c) City shall execute the purchase order and shall issue the purchase order directly to the vendor supplying the Materials, including, as an attachment to such purchase order, a copy of the City's Certificate of Exemption in accordance with the provisions of Florida Administrative Code, Paragraph 12A-1.094, Public Works Contracts.

(d) The vendor shall then issue its invoice directly to City, and City shall pay the invoice according to its terms directly to vendor from public funds.

(e) City shall provide Construction Manager with a copy of each invoice and proof of payment.

(f) Upon receipt of each invoice and proof of payment, Construction Manager shall prepare, not more frequently than monthly, a Change Order reducing the Guaranteed Maximum Price by the amount paid by City for the directly purchased Materials plus the amount of sales or use tax which Construction Manager would have paid on such Materials had Construction Manager purchased the Materials itself. The Change Order shall then be executed as provided in the Contract Documents. However, the Construction Manager's Fee and the Construction Manager's Contingency shall be calculated as if the Guaranteed Maximum Price was not reduced by the amount paid by City for directly purchased Materials; provided that the amount of sales or use tax savings resulting from direct purchases by City shall be excluded from the Cost of the Work for the purpose of calculating the Construction Manager's Fee and the Construction Manager's Contingency.

(g) City shall take title to the Materials at the time of delivery by the vendor to the job site, and all warranties with respect to such Materials shall run directly from the vendor to City; however, Construction Manager shall be deemed a third-party beneficiary of such warranties. City's direct purchase of Materials shall not, however, alter any of Construction Manager's obligations under the Contract Documents, including but not limited to Construction Manager's warranty obligations under the Contract Documents.

(h) As provided above, direct purchases by City shall be FOB the jobsite, so the vendor assumes the risk of loss or damage to the Materials from the date of submission of the order until the Materials are delivered to the job site and properly unloaded and stored at the job site, upon which City shall assume the risk of loss or damage to the Materials.

10.3.4.4 The provisions of this Section 10.3.4 do not relieve Construction Manager of its obligations to install any directly purchased Materials in compliance with the Contract Documents.

10.3.4.5 If City fails to order any direct-purchase Materials on or before the date specified by the Construction Manager pursuant to Section 10.3.4.1 and such failure delays the critical path of the Work, Construction Manager shall be entitled an equitable adjustment of the Contract time, unless Construction Manager is at fault for such delay.

10.3.4.6 City shall indemnify and hold the Construction Manager harmless of and from any liability for sales and use taxes, including any penalties and interest, for direct purchases by City should it be determined that the purchases, in fact, are subject to the payment of sales and use taxes or that the methodology described herein is not sufficient to exempt such direct-purchase Materials from sales and use taxes.

10.3.5 Miscellaneous costs:

- (1) The receipted cost of telephone, telegrams, postage, photographs, blueprints, office supplies, first aid supplies and related miscellaneous costs reasonably incurred in direct support of the Work at the Project Location.
- (2) Premiums (net) on bonds and insurance, not included in General Conditions Costs, including subcontractor bonds, if any, that the Construction Manager is obligated to secure and maintain under the terms of the Contract Documents or as may otherwise be required, subject to the written approval of the City. Premiums paid as part of the Construction Manager's Cost shall be net of trade discounts, volume discounts, dividends and other adjustments. All insurance and bonds shall be provided by companies acceptable to the City. Self-insurance by the Construction Manager or insurance through any affiliates of the Construction Manager shall not be permitted without the City's prior written approval. City's approval shall not be required on subcontractor bonds, and premiums thereof shall be considered a Cost of the Work.
- (3) The cost of obtaining and using any utility services required for the Work that are not paid directly by City, including fuel and sanitary services at the Project site.
- (4) The cost of removal of debris from the site. The Project site, lay-down locations, and staging sites will be kept clear of all debris on a daily basis. All subcontracts shall require subcontractors to promptly (no less than weekly) remove all debris created by their activities, and the Construction Manager shall exercise its best efforts to enforce such requirements or to effect the removal of the debris of the subcontractors who fail in this regard. Provided, however, the Construction Manager shall not be required to remove debris created by the City's separate contractors or operators except pursuant to Change Order procedures set forth herein.
- (5) The cost and expenses, actually sustained by the Construction Manager in connection with the Work, of protecting and repairing adjoining property, if required, except to the extent that any such cost or expense is:
 - (a) the responsibility of the Construction Manager under Article 28, reimbursable by insurance or otherwise;
 - (b) due to the failure of the Construction Manager to comply with the requirements of the Contract Documents with respect to insurance; or,
 - (c) due to the failure of any officer of the Construction Manager or of any of its representatives having supervision or direction of the Work to exercise good faith or the standard of care normally exercised in the conduct of the business of a general contractor experienced in the performance of work of the magnitude, complexity and type encompassed by the Contract Documents, in any of which events any such expenses shall not be included in the Construction Manager's costs.

- (6) Federal, state, municipal, sales, use and other taxes, as applicable to the Project, all with respect to services performed or Materials furnished for the Work, it being understood that none of the foregoing includes such taxes.
- (7) All reasonable costs and expenditures necessary for the operation of the project job site office, including cost of field computer equipment and software in accordance with Exhibit "C".
- (8) The proportion of necessary transportation, travel and subsistence expenses of the Construction Manager's employees, excluding travel time, incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.
- (9) Cost, including transportation and maintenance, of all Materials, supplies, office equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Construction Manager.
- (10) Deposits lost for causes other than the Construction Manager's negligence; royalty payments and fees for permits and licenses.
- (11) Cost of premiums for additional bonds and insurance, not included in General Conditions Costs, and required because of changes in the Work.
- (12) Cost of shuttling employees to and from the job site to the designated parking and/or staging area, if required.
- (13) Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants, employed for services specifically related to the Work.
- (14) Any other expenses or charges incurred, with the prior written approval of the City Representative, in the performance of the Work.

10.4 Overhead. "Overhead" is defined as any and all other costs, not referenced in Section 10.3, of the Construction Manager and its operation. The direct cost of the Work shall not include Overhead. The Construction Manager agrees to furnish and perform, as a part of the Contractor's Fee and without reimbursement, said Overhead items which include, but are not limited to, the following Materials and services:

10.4.1 Payroll costs and other compensation of the Construction Manager's officers, executives, principals (of partnership and sole proprietorship), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Construction Manager who are principally located in its principal or a branch office for general administration that are not specifically identified as necessary labor on Exhibit "C", all of which are to be considered administrative costs covered by the Construction Manager's fee.

- 10.4.2 Other than those expenses authorized on Exhibit "C", expenses of the Construction Manager's principal and branch offices.
- 10.4.3 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work and charges against the Construction Manager for delinquent payments.
- 10.4.4 Other overhead, general expense costs or charges of any kind and the cost of any item not specifically and expressly included in Section 10.3.
- 10.4.5 Costs in excess of the Guaranteed Maximum Price.
- 10.4.6 Entertainment and meal expenses and charges of a personal nature.
- 10.4.7 Bonuses, profit-sharing or other special labor charges not included in Section 10.3.2, above.
- 10.4.8 Any outside legal fees incurred without prior written approval from the City Attorney's Office.

10.5 PROGRESS PAYMENTS

- 10.5.1 The City shall make payment to the Construction Manager in accordance with its standard billing and payment procedures and applicable Florida Statutes. Invoices must be received and approved by City by the 20th of month in order to be paid in City check cycle. Ordinarily the City issues checks for payment of invoices on the 10th of each month. A complete and accurate billing from the Construction Manager must have been received and approved by the City Representative and forwarded to the Office of the Port Director by the 20th day of the month for consideration of payment on the 10th of the following month. Items received after the 20th day of the month may be processed in the following payment cycle.
- 10.5.2 Five percent (5%) of all monies earned by the Construction Manager shall be retained by City until Final Completion and acceptance by City of the Work in accordance with Section 10.8 hereof. After ninety percent (90%) of the Work has been completed, the City Representative may reduce the retainage to two and one-half percent (2-1/2%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the sole discretion of the City Representative, and the Construction Manager shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of City.
- 10.5.3 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - 10.5.3.1 Defective Construction Manager or subcontractor Work not remedied.
 - 10.5.3.2 Claims filed or upon reasonable evidence indicating probable filing of claims by other parties against the Construction Manager relating to the Project.

10.5.3.3 Failure of the Construction Manager to make payments properly to subcontractors or for material or labor.

10.5.3.4 Damage to another contractor not remedied.

10.5.3.5 Liquidated damages.

10.5.4 Fifteen (15) days prior to the first Request for Payment, the Construction Manager shall prepare an initial schedule of values for approval by the City Representative allocating the entire estimated the Construction Manager's Direct Construction Cost among the various portions of the Work (the "Schedule of Values"). The Schedule of Values shall list the cost of Materials, the cost of labor, the cost of equipment and the cost of subcontractor Work separately for the portions of the Work delineated. Each monthly Request for Payment shall be for a sum equal to (i) that portion of the Construction Manager's Direct Construction Cost equal to the percentage of the Work completed; plus (ii) the amount of the Construction Manager's General Conditions actually expended; plus (iii) the amount of the Construction Manager's Fee equal to the percentage of the Work completed; provided, however, that prior to the date of the Final Request, and unless subject to reduction under Section 10.5.2, the aggregate of the Construction Manager's Fee payments shall not exceed ninety-five percent (95%) of the Construction Manager's Fee.

The Construction Manager's Direct Construction Cost shall be segregated and detailed in a manner satisfactory to the City Representative, with sufficient supporting documentation and description of charges for the City Representative to evaluate the charges. The Request for Payment shall indicate the percentage of completion of each portion of the Work, and the total Work, as of the end of the period covered by the Request for Payment. The Schedule of Values shall be used as one basis for reviewing the Request for Payment when such amounts are approved. The Request for Payment may include the cost of Materials not incorporated in the Work but delivered and suitably stored at the Project location or at some other location approved, in writing in advance, by the City. Materials stored off-site must be supported by a detailed invoice, bill of sale (transferring ownership to the City) and insurance certificate naming the City as additional insured equal to or exceeding the cost of the material so acquired.

10.6 If the City Representative, in its good faith judgment, determines that the portion of the Guaranteed Maximum Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Plans, Specifications and Addenda, no additional payments will be due to the Construction Manager hereunder unless and until the Construction Manager, at its sole cost, performs a sufficient portion of the Work so that such portion of the Guaranteed Maximum Price then remaining unpaid is determined by the City Representative to be sufficient to so complete the Work.

10.7 The City Representative and the City shall review each such Request for Payment and may make such exceptions as the City Representative or the City reasonably deem necessary or appropriate under the state of circumstances then existing. In no event shall the City be required to make payment for items of the Construction Manager's Cost to which the City Representative or the City reasonably take exception.

- 10.8 Thirty (30) days after Final Completion of the Work and acceptance thereof by the City or as soon thereafter as possible, the Construction Manager shall submit a final request for payment ("Final Request") which shall set forth all amounts due and remaining unpaid to the Construction Manager (including the unpaid portion of the Construction Manager's Fee). Upon approval of the final request for payment, the City will issue a Final Certification of Payment in the customary form acceptable to the parties. The Construction Manager shall deliver to the City a Final Receipt in form and substance reasonably satisfactory to the parties and their respective legal counsel.
- 10.9 Except for the Construction Manager's Fee, the Construction Manager shall use the sums advanced to it pursuant to this Article 10 solely for the purpose of performance of the Work and the construction, furnishing and equipping of the Work in accordance with the Plans, Specifications and Addenda and payment of bills incurred by the Construction Manager in performance of the Work.
- 10.10 Within 10 calendar days the Construction Manager shall pay all bills for labor and material performed and furnished by its subcontractors, suppliers and material providers, in connection with the construction, furnishing and equipping of the Work and the performance of the Work.
- 10.11 Upon completion of the Work or the appropriate parts thereof, and subject to the City's prior written approval, the Construction Manager shall sell to a third party or purchase itself at the then fair market value thereof from the City (said value determination being subject to the City's written approval), all hoists, scaffolding, forms, tools, surplus material, equipment and other items purchased for use in the Work with funds furnished therefore by the City as part of the Construction Manager's Cost. The amounts received from such sale shall inure to the City as a separate transaction outside the scope of this Contract.
- 10.12 In the event the Construction Manager submits charges as a Cost of the Work that are not specifically covered by this Contract, and to which the City Representative objects, the Construction Manager must, as a condition precedent to pursuit of any other method of dispute resolution, notify the City Representative in writing, within twenty (20) days after the City Representative objects to said charge, that the Construction Manager desires to resubmit the charge for resolution. The charge will then be resubmitted and an attempt to resolve the charge may be made by the Construction Manager, the City Representative and the City. Any charge not approved by the City Representative within thirty (30) days of resubmission will be presumed to be disallowed, and the Construction Manager may thereafter pursue such remedies as may be available to it under this Contract.

ARTICLE 11 – DISCOUNTS, REBATES AND REFUNDS.

- 11.1 All cash discounts obtained on payments made by the Construction Manager shall accrue to the City unless the Construction Manager actually advanced its own funds, prior to receipt of funds from City, to make the payment giving rise to the discount. When the Construction Manager becomes aware that a cash discount may be available to City, the Construction Manager shall, prior to advancing its own funds, timely notify City Representative of such opportunity so City can make the required payment to achieve the

discount for the City, the Construction Manager shall only advance its own funds if City declines to make the early payment. All trade discounts, rebates and refunds, and all returns from sale of surplus Materials and equipment shall accrue to City, and the Construction Manager shall make provisions so that they shall be obtained.

ARTICLE 12 - SUBCONTRACTS AND PURCHASE ORDERS

- 12.1 Provisions for selection of subcontractors are defined under Section 2.8. Additionally, the following shall be required for all subcontract and purchase order agreements.
- 12.2 When the City Representative has approved the award of any such subcontract or purchase order, the Construction Manager shall contract solely in its own name and behalf, and not in the name or behalf of the City, with the specified subcontractor or supplier. the Construction Manager's subcontract form shall provide: that the subcontractor shall perform its portion of the Work in accordance with all applicable provisions of this Contract and the other Contract Documents; that subcontractor is bound to the Construction Manager to the same extent as the Construction Manager is bound to the City; that subcontractor shall have the Construction Manager and City named as additional insureds on its comprehensive general liability insurance and provide an insurance certificate evidencing same; for termination of the subcontract by the Construction Manager in the same manner and method as provided in Article 23 of this Contract, or as otherwise provided in such subcontract, whichever is more protective of the City's interest; and shall further provide that, in the event this Contract is terminated for any reason, that the subcontractor shall, at the City's option, perform its subcontract for the City, or for a contractor designated by the City, without additional or increased cost, provided the subcontractor is paid in accordance with its subcontract. Nothing contained herein shall impose on the City an obligation to assume any subcontract or make any payment to any subcontractor to perform pursuant to this Section 12.2, and nothing contained herein shall create any contractual relationship between the City and any subcontractor.

The contract between the Construction Manager and subcontractor(s) shall provide that, in the event of this Contract termination for any reason, the subcontractor shall at City's option perform its contract for the City, or for a Construction Manager or Contractor designated by the City, without additional or increased cost. In that event, the Construction Manager shall sign and require subcontractor(s) to sign an assignment of rights under its contract to City or the City's designee in a form approved by the City. Nothing contained herein shall, however, create any obligation of City to assume any contract or make any payment to any the Construction Manager subcontractor unless the City chooses to assume such contract in accordance with the terms of this provision.

- 12.3 If the City Representative shall designate as the selected subcontractor or supplier a bidder whose bid exceeds that of the bidder recommended by the Construction Manager, whose bid complies with the Plans, Specifications and Addenda (the amount by which the bid of the selected subcontractor exceeds the bid of the bidder recommended by the Construction Manager is referred to herein as the "preferred subcontractor cost differential"), then the City Representative may designate that the preferred subcontractor cost differential shall be charged against the Construction

Contingency or any surplus amounts within the City's Contingency, as mutually agreed by the parties, or the Guaranteed Maximum Price shall be increased by the amount of the preferred subcontractor cost differential.

- 12.4 All subcontracts shall, so far as practicable, contain unit prices and any other feasible formula for use in determination of the cost of changes in the Work.

ARTICLE 13 - INSPECTION OF WORK

- 13.1 As to means and methods, by executing the GMP Amendment, the Construction Manager represents that it has inspected the location or locations of the Work and has satisfied itself as to the condition thereof and that the Guaranteed Maximum Price is just and reasonable compensation for all Work, including all foreseen or reasonably foreseeable risks, hazards and difficulties in connection therewith. The Construction Manager is not making any representations as to any sub-surface, concealed or latent conditions.
- 13.1.1 The City and the City Representative at all times shall have access to the Work for inspection thereof but shall not be obligated to conduct any such inspection. The Construction Manager shall provide proper and safe facilities for such access and inspection by the City and City Representative. If any of the Work is required to be inspected or approved by any public authority, the Construction Manager shall cause such inspection or approval to be performed at its sole expense.
- 13.1.2 No inspection performed or failed to be performed by the City or City Representative hereunder shall be a waiver of any of the Construction Manager's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.
- 13.1.3 The Construction Manager shall check all Materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Construction Manager's Cost.
- 13.2 City or its designee shall have the right to inspect and copy the books and records and accounts of the Construction Manager and all subcontractors including but not limited to books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda which relate in any way to the Project, and to any claim for additional compensation made by the Construction Manager, and to conduct an audit of the financial and accounting records of the Construction Manager which relate to the Project and to any claim for additional compensation made by the Construction Manager. the Construction Manager shall preserve and make available to City all financial records, supporting documents, statistical records and any other documents which relate to the Project and to any claim for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.). During the Project and for the appropriate records retention period, the Construction Manager shall provide City access to its books and records at the Construction Manager's usual place of business in Florida upon seventy-two (72) hours written notice. If any audit has been initiated and audit findings have not been

resolved at the end of the retention period, the books, records and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

- 13.2.1 The Construction Manager's records shall include, but not be limited to accounting records (hard copy, as well as computer readable data), written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders and bid recaps), original estimates and estimating work sheets, correspondence, change order files (including, but not limited to, documentation covering negotiated settlements), back charge logs and supporting documentation, project general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends and any other supporting evidence deemed necessary by the City to substantiate charges related to this Contract (all of the foregoing hereinafter referred to as "records").
- 13.2.2 The Construction Manager shall require all subcontractors, insurance agents and suppliers to keep and maintain comparable records for the same time period and to permit the City to review, inspect and audit such records. The Construction Manager shall include such requirements in all subcontracts and purchase orders issued.
- 13.3 If an audit inspection or other examination by the City or the City's representatives in accordance with this Article discloses overcharges (of any nature) by the Construction Manager to the City in excess of three percent (3%) of the total billings, the cost of the City's audit (whether performed by the City or outside auditors) shall be reimbursed or paid to the City by the Construction Manager. Any adjustments and/or payments which must be made as a result of any such audit, inspection or examination of the Construction Manager's invoices and/or records shall be made within a reasonable amount of time (not to exceed thirty (30) days) from presentation of the City's findings to the Construction Manager.
- 13.4 If the Florida Public Records Act (Chapter 119, Florida Statutes), is determined by the City to be applicable to the Construction Manager's records, the Construction Manager shall comply with all requirements of that Act.
- 13.5 Because of the nature of the relationship between the City and the Construction Manager, none of the Construction Manager's documents which in any way relate to the Project shall be deemed confidential or trade secrets between the City and the Construction Manager. Without placing a limitation on the general nature of the foregoing, the Construction Manager's original budgeting and estimating documents and support documents relating to the Construction Manager's preconstruction services, the Construction Manager's general conditions, the Construction Manager's management services, the Construction Manager's fee and the preparation of any bids for self-performing Work shall be available for disclosure under the Florida Public Records Act and to audit by the City pursuant to this Section.

13.6 Construction Manager shall comply with the Florida Public Records Act to the full extent that it is applicable to Construction Manager and this Contract.

13.7 Construction Manager shall:

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

13.8 In the event that Construction Manager fails to comply with the provisions of sections 13.4, 13.5, 13.6 or 13.7 of this Contract, the City may, without prejudice to any other right or remedy and after having given Construction Manager five (5) days' written notice, during which period Construction Manager still fails to comply with said provisions of this Contract, terminate this Contract for cause.

IF CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, 222

WEST MAIN STREET, PENSACOLA, FLORIDA 32502;
PUBLICRECORDS@CITYOFPENSACOLA.COM; (850) 435-1715.

ARTICLE 14 - WORK IN PROGRESS

- 14.1 The Construction Manager shall protect and prevent damage to all phases of the Work, and any existing facilities or improvements, including but not limited to the protection thereof from damage by the elements, theft or vandalism.
- 14.2 The City reserves the right to perform other work on Port property concurrently with the Project. The Construction Manager shall cooperate and coordinate its Work with the work of the City or separate contractor employed by the City. The Construction Manager shall afford the City and any of the City's separate contractors reasonable access to the Work for storage of material and equipment and for the prosecution of their work and shall connect and coordinate its Work with theirs as is reasonably inferable from the Contract Documents.

ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

- 15.1 The Construction Manager agrees that it shall not knowingly transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance, (as defined in Section 15.4), except in accordance with applicable Environmental Laws. Further, in performing the Work, the Construction Manager shall not knowingly cause any release of hazardous substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws.
- 15.2 In the event the Construction Manager encounters on the Project site any Hazardous Substance, or what the Construction Manager reasonably believes to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project Location, in violation of any applicable Environmental Laws, the Construction Manager shall immediately stop work in the area affected and report the condition to the City Representative in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of the City Representative if in fact a Hazardous Substance has been encountered and has not been rendered harmless.
- 15.3 The City Representative may direct the Construction Manager by utilization of the City's Contingency account funds to remediate and/or render harmless the Hazardous Substance in accordance with any applicable permits then in existence, but the Construction Manager shall not be required to remediate and/or render harmless the Hazardous Substance absent such direction. If the Construction Manager is not so directed, the Construction Manager shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.
- 15.4 For purposes of this Contract, the term "Hazardous Substance" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound or mixture, which are defined in or included under or regulated by any local, state or

federal law, rule, ordinance, bylaw, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and The Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Construction Manager's responsibility to comply with this Article 15 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

ARTICLE 16 - CITY LICENSES, PERMITS AND FEES

- 16.1 Pursuant to the Public Bid Disclosure Act, THE DOLLAR AMOUNT OF EACH LICENSE, PERMIT OR FEE THE CONSTRUCTION MANAGER WILL HAVE TO PAY THE CITY BEFORE OR DURING CONSTRUCTION, OR THE PERCENTAGE METHOD OR UNIT METHOD OF ALL LICENSES, PERMITS AND FEES REQUIRED BY THE CITY AND PAYABLE TO THE CITY BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT IS AS FOLLOWS:
 - 16.1.1 All fees payable to the City have been or will be paid by the City. All permit fees to other governmental agencies will be paid by the City. The Construction Manager shall be responsible for obtaining all necessary licenses, building and other permits, and similar authorizations from governmental authorities required or necessary to perform its obligations hereunder, and shall give all notices required by, and otherwise comply with, all applicable laws, ordinances, rules, regulations and restrictions.
 - 16.1.2 Occupational Licenses must be in effect as required by applicable law, and must be submitted within fifteen (15) days of execution of this Contract, paid for by the Construction Manager.
 - 16.1.3 Licenses, permits and fees which may be required by the State of Florida, State Agencies or by other local governmental entities are not included in the above.
- 16.2 The Construction Manager shall notify the City Representative in writing of all conflicts between the Contract Documents and any laws, ordinances, rules, regulations and restrictions that come to the attention of the Construction Manager. If the Construction Manager performs any of the Work knowing it to be contrary to any such laws, ordinances, rules, regulations or restrictions and fails to give the City Representative written notice thereof prior to performance thereof, the Construction Manager shall bear all costs, liabilities and expenses arising therefrom as part of the GMP.

ARTICLE 17 – PORT SECURITY

- 17.1 All or a portion of the Work will require access to Port security areas. All individuals who require such access shall comply with all applicable laws and regulations including those imposed by the Port and all law enforcement agencies. The Construction Manager specifically agrees and recognizes that such laws and regulations may impede the efficiency of those working in secure areas and has accepted all risk associated with such potential inefficiency.
- 17.2 The City shall have the right, but not the duty, to audit the employment records of the Construction Manager or any of the Construction Manager's subcontractors or suppliers to investigate compliance with this Article. The City may terminate this Contract for default if it finds any evidence which indicates that the Construction Manager has not complied with the obligations imposed by this Article.

ARTICLE 18 - PERSONNEL

- 18.1 All personnel used or employed by the Construction Manager in the performance of the Work shall be qualified by training and experience to perform their assigned tasks. At the request of the City or the City Representative, the Construction Manager shall not use in the performance of the Work any personnel deemed by the City or the City Representative to be incompetent, careless, unqualified to perform the Work assigned to that person, or otherwise unsatisfactory to the City.
- 18.2 The Construction Manager agrees that in the performance of the Work called for by this Contract, it will employ only such labor, and engage subcontractors that employ only such labor, as will not delay or interfere with the speedy and lawful progress of the Project, and as will be acceptable to and work in harmony with all other workers employed on the Project site or on any other building, structure, or other improvement which the Construction Manager or any other contractor may then be erecting or altering on behalf of the City.

ARTICLE 19 -CONSTRUCTION MANAGER'S WARRANTIES

- 19.1 The Construction Manager warrants to City and Tenant (Tenant being an intended third party beneficiary of the provisions of this Article 19) that all Materials and equipment under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by City Representative, the Construction Manager shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. This warranty is not limited by the provisions of Article 21.
- 19.2 The Construction Manager further represents and warrants to City and Tenant (Tenant being an intended third party beneficiary of the provisions of this Article 19):

That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to perform this Contract; that it is able to furnish the Materials, and Services; that it is experienced in and competent to perform the Work contemplated by this Contract; and it is qualified to do the Work herein and is authorized to do business in the state in which the Project is located.

That the Construction Manager holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

That the Work shall be constructed in a good and proficient manner, free from defects, and in strict compliance with the Contract Documents.

ARTICLE 20 - DEFECTIVE WORK

- 20.1 City Representative shall have the authority to reject or disapprove Work which City Representative finds not to be in conformance with the Contract Documents . If required by City Representative, the Construction Manager shall promptly either correct all non-conforming Work or remove such non-conforming Work and replace it with conforming Work. The Construction Manager shall pay all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel. Such costs shall be included in the GMP.
- 20.2 Should the Construction Manager fail or refuse to remove or correct any non-conforming Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by City Representative, City shall have the authority to cause the non-conforming Work to be removed or corrected or make such repairs as may be necessary at the Construction Manager's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to the Construction Manager and deducted from the GMP, or may be charged against the Performance Bond. In the event of failure of the Construction Manager to make all necessary repairs promptly and fully, City may declare a default.
- 20.3 If, within one (1) year after the date of Final Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found not to be in conformance with the Contract Documents, the Construction Manager, after receipt of written notice from City, shall promptly correct such nonconforming Work within the time specified by City without cost to City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the Construction Manager might have under the Contract Documents. Any condition that is the result of a lack of maintenance, neglect, or mis-use by the City or Tenant is not considered non-conforming
- 20.4 Failure to reject any non-conforming Work or Material shall not in any way prevent later rejection when such non-conformance is discovered.

- 20.5 The provisions of this Article 20 shall not apply to corrective Work attributable solely to the acts or omissions of any separate contractor or subcontractor of the City or the Tenant unless the Construction Manager is acting in such capacity or capacities.
- 20.6 The Construction Manager's responsibility to make repairs and redo Work under this Article 20 is in addition to the Construction Manager's responsibility to the City for any other damages of any kind for which the Construction Manager would be legally responsible.
- 20.7 If the City and the Construction Manager deem it inexpedient to require the correction of Work not conforming to the requirements of the Contract Documents, an equitable deduction from the Contract Sum and the Guaranteed Maximum Price shall be made by agreement between the Construction Manager and the City. Until such settlement, the City may withhold such sums as the City deems just and reasonable from moneys, if any, due the Construction Manager. If no moneys are held by the City, reimbursement shall be made to the City within thirty (30) days by the Construction Manager.
- 20.8 The Construction Manager's express warranty herein shall be in addition to, and not in lieu of, any other warranties or remedies the City may have under this Contract, at law, or in equity for non-conforming Work.

ARTICLE 21 - QUALITY CONTROL

- 21.1 The Construction Manager shall develop and maintain a program, acceptable to the City and City Representative, to assure quality control of the Work. Within twenty-one (21) calendar days after issuance of the Notice to Proceed, the Construction Manager shall submit its quality control plan to the City Representative. City Representative will review the Quality Control Plan and respond to the Contractor within twenty-one (21) calendar days of receipt. As part of that plan, the Construction Manager must designate a Quality Control Manager who has full authority to act as the Construction Manager's agent to institute any and all actions necessary for the successful implementation of the Plan. The Quality Control Manager must always be available upon four (4) hours' notice to administer the Quality Control Plan.
- 21.2 All subcontracts shall include a term requiring subcontractors to comply with the Construction Manager's Quality Control Plan. If at any time the contractor or a subcontractor is not in compliance with the approved Quality Control Plan, or a part of it, affected portions of the Work will be deemed disapproved. In that event, the Construction Manager and/or subcontractors must cease work on the affected operation and submit to the Project Manager a written explanation of how the suspended operation will be brought back into compliance.

ARTICLE 22 - SIGNAGE

- 22.1 Any requirements for a project sign shall be as set forth within the Specifications section.

- 22.2 All construction signage, including, but not limited to, that appearing on tower cranes and other construction equipment located at the Project Location, shall be subject to the prior written approval of the City Representative. The Construction Manager recognizes that all signage may be disallowed, in the City Representative's sole discretion, and that existing signage or advertising on construction equipment, field officers, trailers, construction fences, etc., may be required to be masked or deleted, all at no cost or expense to the City. Such signage will be considered an overhead expense pursuant to Section 10.4 and shall not be included within the Cost of the Work.

ARTICLE 23 - CITY'S RIGHT TO TERMINATE CONTRACT

- 23.1 If the Construction Manager fails to begin the Work within ten (10) calendar days after the Notice to Proceed, or persistently fails to perform the Work with sufficient workers and equipment or with sufficient Materials to insure the prompt completion of the Work, or repeatedly and materially performs the Work in a manner not in conformance with the Contract Documents, or fails to prosecute the Work substantially in accordance with the accepted schedule such that it is apparent that the Work cannot be completed within the Contract Time, or if the Construction Manager materially fails to perform any material term set forth in the Contract Documents, or if the Construction Manager becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or for any other cause whatsoever does not carry on the Work in a reasonably acceptable manner, City may give notice in writing to the Construction Manager and its Surety specifically identifying such delay, neglect or default, specifying the same. If the Construction Manager, within a period of ten (10) calendar days after such notice, does not proceed in accordance therewith, then City may upon written certificate from City Representative of the fact of such delay, neglect or default (and delivery of such certificate to the Construction Manager), and the Construction Manager's failure to comply with such notice, terminate the services of the Construction Manager, exclude the Construction Manager from the Project site and take the prosecution of the Work out of the hands of the Construction Manager, and appropriate or use any or all Materials and equipment on the Project site as may be suitable and acceptable, all without being in breach of the Contract. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is completed. In addition City may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to the Construction Manager. In case the damages and expenses so incurred by City shall exceed the unpaid balance, then the Construction Manager and its surety shall be liable and shall pay to City the amount of said excess.
- 23.2 If after notice of termination of the Construction Manager's right to proceed, it is determined for any reason that the Construction Manager was not in default, the rights and obligations of City and the Construction Manager shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 23.3 below.

- 23.3 This Contract may be terminated for convenience in writing by City upon ten (10) days written notice to the Construction Manager (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Construction Manager shall be paid for all Work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the Construction Manager relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for Work/services performed. No payment shall be made for profit for Work/services which have not been performed.
- 23.4 Upon receipt of Notice of Termination pursuant to Sections 23.1 or 23.3 above, the Construction Manager shall promptly discontinue all affected Work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

ARTICLE 24 - CONSTRUCTION MANAGER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If City Representative fails to review and approve or state in writing reasons for rejection of any Application for Payment within twenty (20) days after it is properly presented, or if City fails either to pay the Construction Manager within thirty (30) days after presentation by City Representative of any sum certified by City Representative, or to notify the Construction Manager and City Representative in writing of any objection to the Application for Payment, then the Construction Manager may give written notice to City and City Representative of such delay, neglect or default, specifying the same. If City or City Representative (where applicable), within a period of ten (10) calendar days after such notice shall not remedy the delay, neglect, or default upon which the notice is based, then the Construction Manager may stop work or terminate this Contract and recover from City payment for all Work executed and reasonable expenses sustained therein plus reasonable termination expenses. Any objection made by City to an Application for Payment may be submitted by the Construction Manager to City Representative in accordance with the provisions of Article 30 hereof.

ARTICLE 25 - CITY'S RESPONSIBILITIES

- 25.1 The City, at no cost to the Construction Manager, will furnish the following information and services:
- 25.1.1 One copy of data the City determines pertinent to the Work.
- 25.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
- 25.2 The City additionally will:
- 25.2.1 Contract separately with one or more design professionals to provide architectural and/or

engineering design services for the Project. The scope of services for the Design Professional will be provided to the Construction Manager as described in Article 1. The Construction Manager will have no right to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.

- 25.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the Construction Manager except for those copies whose cost has been reimbursed by the City.
- 25.2.3 Provide the Construction Manager with adequate information in its possession or control regarding the City's requirements for the Project.
- 25.2.4 Give prompt written notice to the Construction Manager when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the City may provide written notice to Construction Manager that it intends to terminate this Contract unless the problem cited is cured, or commenced to be cured, within three days of Construction Manager's receipt of such notice.
- 25.2.25 Notify the Construction Manager of changes affecting the budget allocations or schedule.
- 25.3 The City will approve the Project Budget and Project Schedule and render decisions and furnish information that the City Representative deems appropriate to the Construction Manager.

ARTICLE 26 - CONTRACT CONDITIONS

26.1 PROJECT DOCUMENTS AND COPYRIGHTS

- 26.1.1 City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared specifically in the performance of this Contract (collectively referred to as Project Documents) shall be and remain the property of the City and shall be delivered to the City Representative before the final payment is made to the Construction Manager. Nonetheless, in the event these Project Documents are altered, modified or adapted without the written consent of the Construction Manager, which consent the Construction Manager shall not unreasonably withhold, the City agrees to hold the Construction Manager harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the City's alteration, modification or adaptation of the Project Documents.
- 26.1.2 Construction Manager to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the Construction Manager, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the Construction Manager.

26.1 .3 License to City for Reasonable Use: The Construction Manager hereby grants, and will require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created by the Construction Manager for the Project and this Contract. This license will also include the making of derivative works. In the event that the derivative works require the City to alter or modify the Project Documents, then Section 26.1.1 applies.

26.1.4 Documents to Bear Seal: When applicable and required by state law, the Construction Manager and its Subconsultants will endorse by a Florida professional seal all plans, works, and Deliverables prepared by them for this Contract.

26.2 COMPLETENESS AND ACCURACY OF CONSTRUCTION MANAGER'S WORK

The Construction Manager will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole expense correct its Work or Deliverables. Any damage incurred by the City as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the Construction Manager to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional Construction Manager in Pensacola, Florida would exercise under similar conditions. The fact that the City has accepted or approved the Construction Manager's Work or Deliverables will in no way relieve the Construction Manager of any of its responsibilities under the Contract, nor does this requirement to correct the Work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional.

26.3 ALTERATION IN CHARACTER OF WORK

26.3.1 In the event an alteration or modification in the character of Work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the Work or Deliverable will nonetheless be performed as directed by the City. However, before any altered or modified Work begins, a duly executed Change Order, Amendment or Change Directive will be issued.

26.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the Construction Manager may accordingly be adjusted by mutual agreement of the contracting parties.

26.3.3 No claim for extra Work done or Materials furnished by the Construction Manager will be allowed by the City except as provided herein, nor will the Construction Manager do any Work or furnish any Material(s) not covered by this Contract unless such Work or Material is first authorized in writing. Work or Material(s) furnished by the Construction Manager without such prior written authorization will be the Construction Manager's sole jeopardy, cost, and

expense, and the Construction Manager hereby agrees that without prior written authorization from the City no claim for compensation for such Work or Materials furnished will be made.

26.4 DATA CONFIDENTIALITY

- 26.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the Construction Manager in the performance of this Contract.
- 26.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Construction Manager in connection with the Construction Manager's performance of this Contract shall be treated in conformity with provision of Section 13.5.
- 26.4.3 The Construction Manager will not divulge data to any third party without prior written consent of the City. The Construction Manager will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data:
 - 26.4.3.1 Data which was known to the Construction Manager prior to its performance under this Contract unless such data was acquired in connection with work performed for the City;
 - 26.4.3.2 Data which was acquired by the Construction Manager in its performance under this Contract and which was disclosed to the Construction Manager by a third party, who to the best of the Construction Manager's knowledge and belief, had the legal right to make such disclosure and the Construction Manager is not otherwise required to hold such data in confidence; or
 - 26.4.3.3 Data, which is required to be disclosed by the Construction Manager by virtue of law, regulation, or court.
- 26.4.4 In the event the Construction Manager is required or requested to disclose data to a third party, or any other information to which the Construction Manager became privy as a result of any other contract with the City, the Construction Manager will first notify the City as set forth in this Article of the request or demand for the data. The Construction Manager will timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.
- 26.4.5 The Construction Manager, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, will promptly deliver, as set forth in this section, a copy of all data to the City. All data will continue to be subject to the confidentiality agreements of this Contract.
- 26.4.6 The Construction Manager assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are

violated by the Construction Manager, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

26.5 PROJECT STAFFING

26.5.1 Prior to the start of any Work or Deliverable under this Contract, the Construction Manager will submit to the City, a Project specific organization chart for the Construction Manager staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto) that will be involved in performing the services prescribed in the Contract. Unless otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the Construction Manager desires to change such key personnel from performing such services under this Contract, the Construction Manager will submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

26.5.2 The Construction Manager will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the Construction Manager's staff, the Construction Manager will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

26.6 INDEPENDENT CONTRACTOR

26.6.1 The Construction Manager is and will be an independent contractor, not an agent or employee of the City, and whatever measure of control the City exercises over the Work or Deliverable pursuant to the Contract will be as to the results of the Work only. No provision in this Contract will give or be construed to give the City the right to direct the Construction Manager as to the details of accomplishing the Work or Deliverable. These results will comply with all applicable laws and ordinances. The Construction Manager shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

26.7 SUBCONSULTANTS

26.7.1 Prior to beginning the Work or Deliverable, the Construction Manager will furnish the City for approval, the names of all Subconsultants to be used on this Project. Subsequent changes are subject to the approval of the City.

ARTICLE 27 - INSURANCE; LOSS CONTROL AND SAFETY

- 27.1 Before beginning performance of any of the Construction Manager's obligations under this Contract, the Construction Manager shall at a minimum provide, pay for and maintain in force at all times during the term of this Contract (and thereafter if and to the extent expressly provided in this Article) insurance of the type and on the terms and conditions specified in this Article. The cost of this insurance shall be included in the Guaranteed Maximum Price.
- 27.2 The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City and Tenant shall be named as Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. Neither the City nor the Tenant shall be considered liable for premium payment, entitled to any premium return or dividend or considered a member of any mutual or reciprocal company. Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only.
- 27.3 The term City as used in this section of the Contract is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, and representatives. Construction Manager shall maintain its professional insurance coverage required under this Contract in force until final acceptance of the Project or completion of the Construction Manager's services under this Contract. Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:
- 27.3.1 Commercial General Liability coverage will be provided by the Construction Manager and shall provide at a minimum contractual liability applicable to this specific Contract, personal injury liability and property damage liability. The City and Tenant shall be named as Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. Neither the City nor the Tenant shall be considered liable for premium payment, entitled to any premium return or dividend or considered a member of any mutual or reciprocal company. Minimum limits of \$5,000,000 per occurrence-for liability must be provided, plus additional umbrella insurance coverage of \$15,000,000. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits reinstated under the policy. The coverage shall be written on occurrence-type basis. A combination of General Liability and Excess/Umbrella policies may be used to achieve the total limits required. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, and must include:

Premises and/or operations.

Contractual Liability.

Independent contractors.

The Construction Manager shall maintain in force until at least three (3) years after Final Completion coverage for Products and Completed Operations, including broad form Property Damage.

Explosion, Collapse and Underground Coverages.
Use of explosives is prohibited on port property.

Property Damage and Bodily Injury.

Personal and Advertising Injury Coverage

City and Tenant shall be expressly included as additional insureds.

27.3.2 Builder's Risk Insurance coverage will be provided by the Construction Manager as provided in the Builders' Risk Insurance Addendum to Contract attached hereto and incorporated herein by reference.

27.3.3 Intentionally left blank.

27.3.4 Environmental Impairment insurance coverage in the event the Construction Manager is called upon to remediate and/or render harmless any Hazardous Substance discovered in the course of construction as stated in Section 15.3 with minimum limits of \$1,000,000, per occurrence and in the aggregate, with a deductible up to \$25,000.

27.3.5 Business Automobile Liability: Business Automobile Liability with minimum limits of Three Million Dollars (\$3,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, with additional umbrella insurance coverage of \$15,000,000. A combination of Auto Liability and Excess/Umbrella policies can be used to achieve the total limits required. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles.

Hired and Non-Owned Vehicles.

27.3.6 Workers' Compensation Insurance: Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the

State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of \$1,000,000 per person/accident, \$1,000,000 per person/disease, \$1,000,000 aggregate-disease.

27.4 The Construction Manager shall furnish to the Risk Management Department of the City of Pensacola and City Representative Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of Work under this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.

27.5 Coverage is to remain in force until all performance required of the Construction Manager is completed. However, Products and Completed Operations coverage under the General Liability Policy must remain in effect 3 years after Final Completion. All policies must be endorsed to provide City with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the Final Completion of the Project, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.

27.6 Certificates of Insurance

Required insurance shall be documented in the Certificates of Insurance which provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured, except with respect to Professional Liability and Workers Compensation Insurance, and this contract shall be listed. If required by the City, the Construction Manager shall furnish copies of the Construction Manager's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Construction Manager shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Construction Manager shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations.

27.7 Insurance of the Construction Manager Primary

The Construction Manager's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Construction

Manager's coverage. The Construction Manager's policies of coverage will be considered primary as relates to all provisions of the Contract.

27.8. LOSS CONTROL AND SAFETY

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

ARTICLE 28 - INDEMNIFICATION

- 28.1 The Construction Manager shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract. This indemnification survives the term of the Contract.
- 28.2 The Construction Manager shall indemnify and hold harmless the Tenant and the City Representative and their respective officers and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract. This indemnification survives the term of the Contract.
- 28.3 In the event that any action or proceeding is brought against the City or any other indemnified person or entity which alleges facts which, if proven, would require indemnification by the Construction Manager under this Article, the Construction Manager upon written notice from City, shall resist and defend such action or proceeding by counsel satisfactory to City at the Construction Manager's sole expense. This indemnification shall obligate the Construction Manager to defend at its own expense or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City or any other person indemnified under this Article, excluding only those which do not allege that the injuries were caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager or persons employed or utilized by the Construction Manager in the performance of the Construction Contract, to include without limitation, employees, agents, subcontractors and suppliers. This indemnification survives the term of the Contract.

- 28.4 In any and all claims against the City or any other indemnified person or entity or any of their agents or employees brought by any employee of the Construction Manager or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.
- 28.5 The monetary limits on the extent of the indemnification provided per occurrence under this Article shall be \$15 million. The City and the Construction Manager specifically agree that this amount bears a reasonable commercial relationship to the Contract.

ARTICLE 29 - PERFORMANCE AND PAYMENT BOND AND QUALIFICATIONS OF SURETIES

- 29.1 Concurrently with the execution of the GMP Amendment, the Construction Manager shall furnish a Performance Bond and a separate Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached hereto as Attachment 1.
- 29.1.1 Each Bond shall be in the amount of one hundred percent (100%) of the Guaranteed Maximum Price guaranteeing to City the timely completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material providers, laborers, or subcontractors employed pursuant to this project. Each Bond shall be with a surety company which is qualified pursuant to Section 29.2.
- 29.1.2 Each Bond shall be prepared so as to be subject to the Florida Statute of Limitations specified in § 95.11(2)(b) Florida Statutes, with liability equal to one hundred percent (100%) of the GMP.
- 29.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, the Construction Manager shall ensure that the bond(s) referenced above shall be recorded in the public records of Escambia County and provide City with evidence of such recording.
- 29.2 QUALIFICATION OF SURETY**
- 29.2.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
- 29.2.2 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting

limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the surety company shall provide City with evidence satisfactory to City that such excess risk has been protected in an acceptable manner.

- 29.2.3 The City will only accept a surety bond from a company with a rating of A or better provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Florida Department of Financial Services, the City shall review and either accept or reject the surety company based on the financial information available to the City. A surety company that is rejected by the City may be substituted by the bidder or proposer with a surety company acceptable to the City, but only if the bid amount does not increase.

ARTICLE 30 – DISPUTE RESOLUTION

- 30.1 Dispute Resolution. The parties hereto agree that City Representative shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any Work done and Materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and City Representative's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in this Article. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement shall be submitted to City Representative in writing within twenty-one (21) calendar days. City Representative shall notify City and Construction Manager in writing of City Representative's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless City Representative requires additional time to gather information or allow the parties to provide additional information. City Representative shall provide the City and Construction Manager with a written basis for their decision. All nontechnical administrative disputes shall be determined by the City Representative pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Construction Manager, City Representative, and City shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

In the event the determination of a dispute under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price or Contract Time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to

address all pending objections before a mediator mutually agreed upon by the parties. Each party shall pay one-half of fees associated with the use of a mediator, unless other persons (such as the Design Professionals, subcontractors, etc.) participate, in which event each participant shall pay an equal share. Mediation shall be done in accordance with the standards of the Florida Rules of Civil Procedure. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law.

Construction Manager and the City agree that City Representative and Design Professional may be brought into any mediation or litigation as a party upon written demand of either party and approval of the mediator or court.

Pending resolution of any dispute arising under this Contract, other than termination hereof, the Construction Manager shall proceed diligently with performance of this Contract and the City shall continue to make payments in accordance with the Contract Documents.

ARTICLE 31 – NON-SOLICITATION STATEMENT

- 31.1 The Construction Manager warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Construction Manager any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 32 - MISCELLANEOUS

- 32.1 Venue Selection. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and the applicable laws of the United States of America. Venue for litigation concerning this Contract shall be exclusively in the appropriate Florida state court located in Escambia County, Florida.
- 32.2 Truth in Negotiation Certificate. Execution of this Contract by the Construction Manager shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of this Contract. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.
- 32.3 This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and the applicable laws of the United States of America. Venue

for litigation concerning this Contract shall be exclusively in the appropriate Florida state court located in Escambia County, Florida.

32.4 Public Entity Crimes Act

32.4.1 The Construction Manager represents that the execution of this Contract will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes).

32.4.2 In addition to the foregoing, the Construction Manager further represents that the it has not been placed on the convicted vendors list as described in Florida Statute 287.133(2) (a); that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime"; and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Construction Manager has been placed on the convicted vendor list.

32.5. Ownership of Contract Documents: Any and all reports, photographs, surveys, Plans, Specifications, detail drawings and other drawings prepared or created in connection with the Project are and shall remain the property of the City and are not to be used by the Construction Manager on any other project and shall be relinquished to the City at Final Completion or upon termination, whether finished or unfinished; provided, however, that the Construction Manager may maintain one record set of as-built drawings.

32.6. Representatives

32.6.1 The City Representative shall be the City's representative on the Project unless and until the City notifies the Construction Manager in writing that some other person or entity shall be the City's representative. The City Representative is authorized to recommend approval of Changes and increases in the Contract Price, but Contract Documents and Changes shall be binding on the City only if signed by the City.

32.6.2 The Construction Manager shall advise the City, in writing, of any limitations on the authority of the Construction Manager's Representative; otherwise, the Construction Manager's Representative shall be considered to have full authority to execute any and all instruments requiring the Construction Manager's signature and to act on behalf of the Construction Manager with respect to all matters arising out of this Contract.

32.7 Assignment: The Construction Manager shall not assign this Contract or subcontract it as a whole without the written consent of the City; nor shall the Construction Manager assign any monies due or to become due to it hereunder, without the previous written consent of the City.

32.8 Nondiscrimination, Equal Employment Opportunity and Americans With Disabilities Act: The Construction Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and

employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. the Construction Manager agrees to furnish City with a copy of its Affirmative Action Policy.

- 32.9 Waiver: No consent or waiver, express or implied, by either party to this Contract to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party hereunder, nor deemed to be a modification of this Contract. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection by, payment by or tentative approval or acceptance by the City, or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the Work or any part thereof and shall not release the Construction Manager from any of its obligations hereunder.
- 32.10 Construction of Terms: Unless the context clearly intends to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other. The term "person" shall be deemed to include an individual, corporation, unincorporated organization, partnership, trust, government and governmental agency or subdivision, as the context shall require.
- 32.11 Captions: The captions used for the Articles and Sections in this Contract are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Contract or any Article or Section hereof.
- 32.12 Entire Agreement; Severability; Amendments: These Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in the Contract Documents. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Article 9 above. In the event any provision of the Contract Documents shall be found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remainder of this Contract shall not be affected thereby and each remaining provision, term, covenant or condition of the Contract Documents shall continue to be effective.
- 32.13 Notices: All notices to be given hereunder shall be in writing, and may be given by depositing the same in the United States Mail addressed to the party to be notified, postpaid, return receipt requested or by delivering the same in person to such party with a request for a written receipt of acknowledgment of delivery. All notices to be given to the parties hereto shall be sent to or made to the addresses shown below.

The place for giving notice shall remain the same as set forth herein unless changed in the manner provided in this Section.

For City: Erica Grancagnolo
Economic Development Director,
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502

For the Construction Manager:

Ryan Greenhut
Greenhut Construction Company, Inc.
P.O. Box 12603
Pensacola, Florida 32591-2603

32.14 Counterparts: This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

32.15 Other Terms and Conditions

32.16 Neither the Construction Manager nor City intends to directly or substantially benefit a third party by this Contract other than the Tenant, it being expressly agreed that the Tenant is an intended third-party beneficiary of the following provisions of the Contract: Article 19, Article 20, and Article 27. Therefore, the parties agree that other than the Tenant, there are no third party beneficiaries to this Contract and that other than the Tenant, no third party shall be entitled to assert a claim against either of them based upon this Contract.

32.17 Neither the Construction Manager nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic to or incompatible with the Construction Manager's loyal and conscientious exercise of judgment related to its performance under this Contract. The Construction Manager agrees to prohibit its subcontractors, by written contract, from having any conflicts within the meaning of this Section.

32.18 Preparation of this Contract has been a joint effort of City and the Construction Manager and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

32.19 It is a requirement of City that it enter into contracts only with firms that certify the establishment of a drug free work place in accordance with Florida Statute. Execution of this Contract by the Construction Manager shall also serve as the Construction Manager's required certification that it either has or that it will establish a drug free work place in accordance with Florida Statute 287.087.

32.20 The Construction Manager agrees to comply with the provisions of Attachment 2, "Federal, State, and Grant Contract Provisions." As used in Attachment 2, "Contractor" and "contractor" mean the Construction Manager, and "contract", "Contract", "agreement", and "Agreement" mean this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

OWNER:

Attest:

CITY OF PENSACOLA,
a Florida municipal corporation

Ericka L. Burnett, City Clerk

By: _____
D. C. Reeves, Mayor

CONSTRUCTION MANAGER:

Attest:

**GREENHUT CONSTRUCTION
COMPANY, INC.,** a Florida corporation

Printed Name: _____
Title _____

By: _____
Printed Name: _____
Title: _____

Approved as to Content:

Erica Grancagnolo,
Economic Development Director

Approved as to Form and Execution:

BEGGS & LANE, RLLP
a Florida limited liability partnership,
Outside Legal Counsel

By: _____
John P. Daniel, Partner

Builders' Risk Insurance Addendum to Contract

Builder's Risk Insurance, coverage must be provided at replacement cost, covering the full contract value for the construction being performed. Such builder's risk policy shall be written on an All-Risk form that includes coverage for reasonable compensation a Construction Manager's services and expenses required as a result of such insured loss. This insurance shall insure the interests of the Contractor, sub-contractors, and sub-sub-contractors in the Project. Property covered by the builder's risk insurance shall include City's Direct Purchase Materials whether stored on or off-site and temporary building(s) or structure(s) at the Project site, other than any of Contractor's office trailer(s). In addition, such builder's risk insurance shall cover portions of the Project stored off the site, and portions of the Project in transit. **The City shall be named as an additional insured on such policy. The policy shall include a waiver of subrogation endorsement and a severability of interest endorsement.** Builder's risk Insurance deductibles shall be subject to the following requirements:

- (a) The deductible under this policy shall not exceed \$500,000 for loss caused by FLOOD or NAMED WINDSTORM or \$250,000 for all other perils.
- (b) The City shall not be liable for amounts that may represent a deductible or retention in any insurance policy. The payment of such deductible or retention shall be the sole responsibility of the Contractor. A loss or losses insured under this insurance policy shall be adjusted by the Contractor and its insurance company. The Contractor shall use the proceeds from the builder's risk policy to repair or replace the damaged property, but the Contractor's obligation to repair or replace the damaged property shall not be limited by the amount of builder's risk policy proceeds. The Contractor shall be responsible for all damages and necessary repairs and replacements whether or not the loss is covered in the builder's risk policy and whether or not the proceeds from the builder's risk policy are sufficient to pay the full cost of necessary repairs and replacements.
- (c) The policy coverage may not terminate until final acceptance of the work described in this contract by City. Final acceptance shall not be deemed to have been made solely on account of substantial completion.
- (d) The policy shall contain coverage for damage of loss caused by breakage, freezing, temperature extremes or temperature change, water, leakage, or seepage.
- (e) The final terms and conditions of the builder's risk policy, including but not limited to modifications to the foregoing, shall be part of the GMP Amendment.

EXHIBIT A

CURRENT CONCEPT DRAWINGS

Figure 1
Building Location

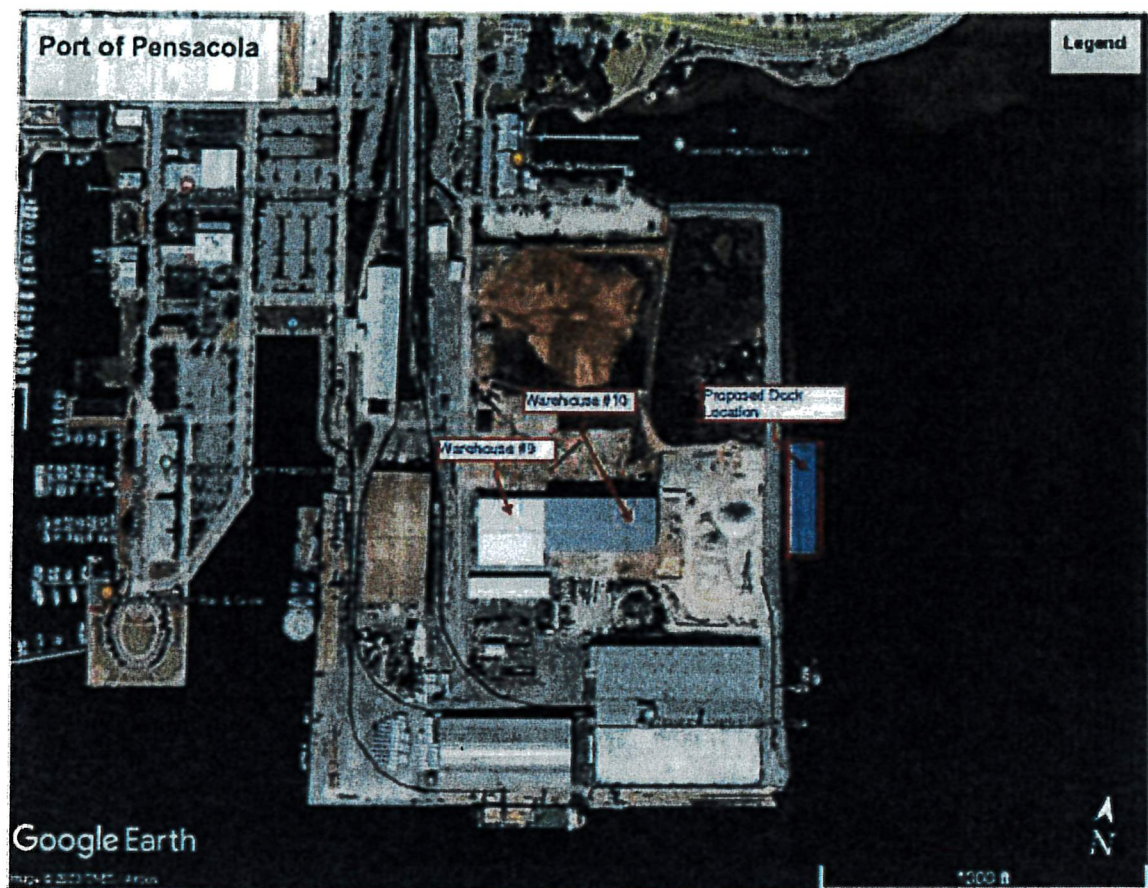


EXHIBIT A

E:\DWG\misc\American Magic\Concept Lease Area.dwg, Dec 18, 2023 - 2:51:00PM, rgalgar

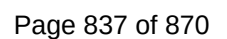


Figure 3
Mezzanine Option

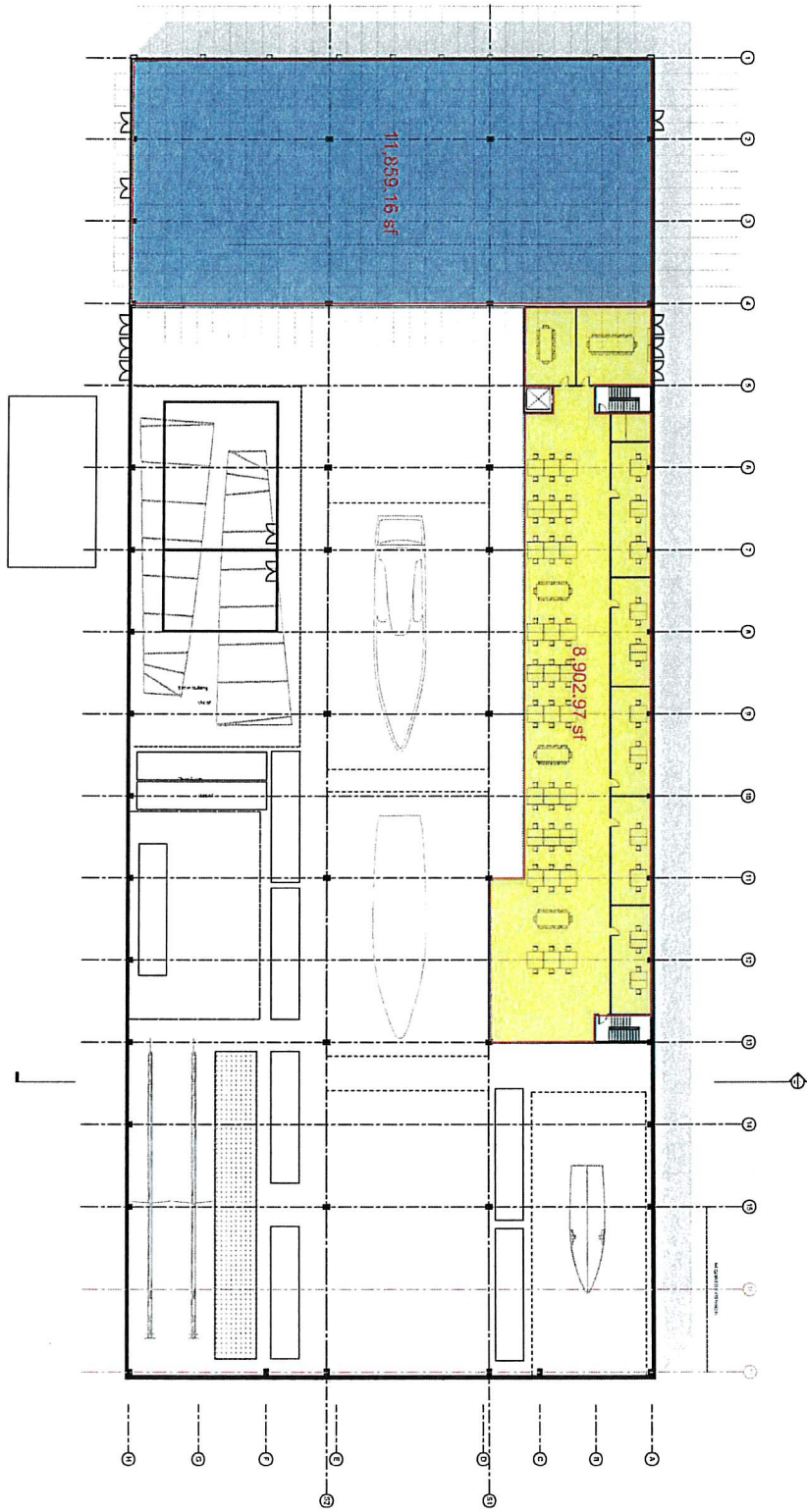


Figure 4
Building First Floor Layout

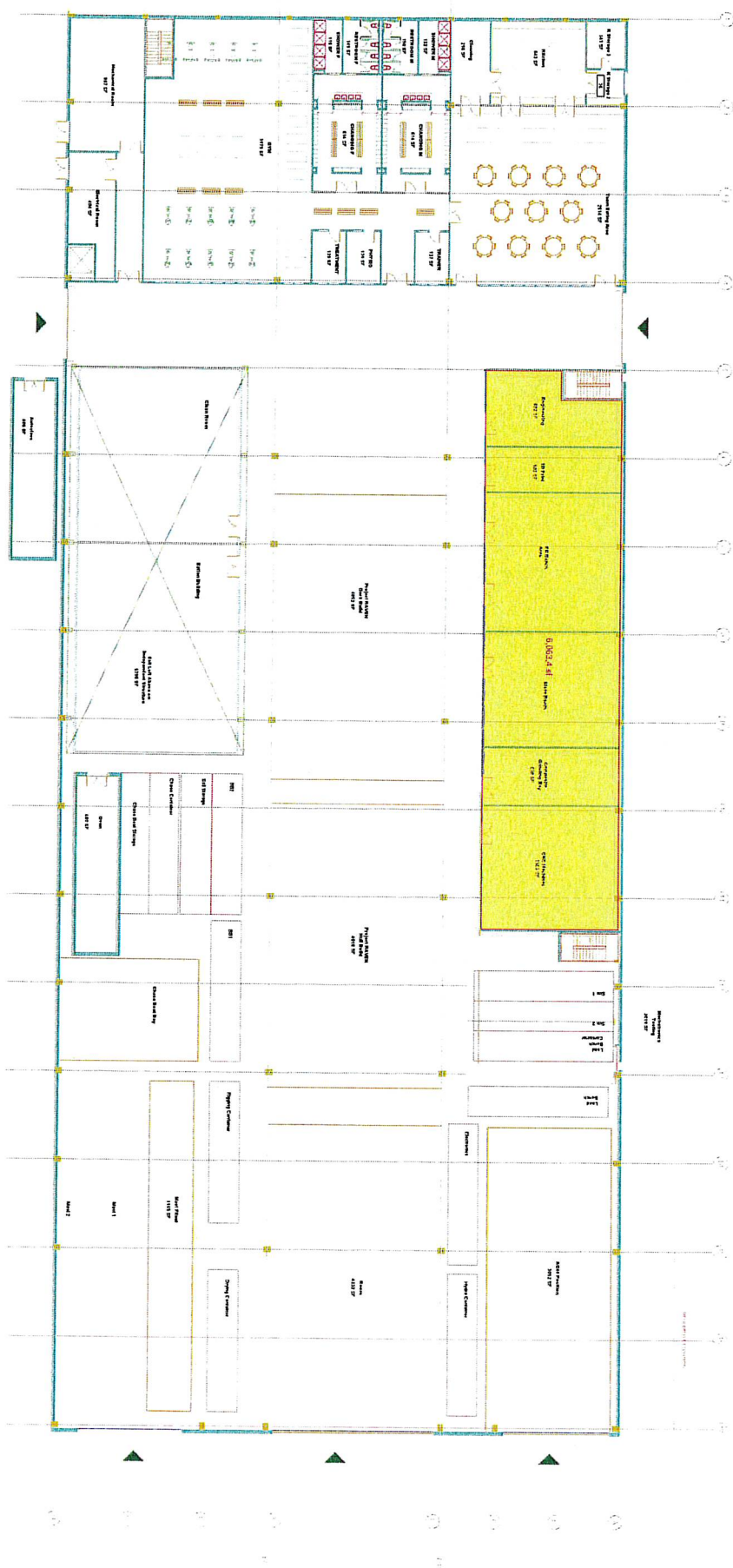
[illegible]

EXHIBIT B

ESTIMATED CONSTRUCTION MANAGER'S DIRECT CONSTRUCTION COST

Based on ____ % Contract Documents as of _____

CONSTRUCTION COSTS

Item#	Description	Cost Estimate
DC-1		\$
DC-2		\$
DC-3		\$
DC-4		\$
DC-5		\$
DC-6		\$
DC-7		\$
DC-8		\$
DC-9		\$
DC-10		\$
DC-11		\$
DC-12		\$
DC-13		\$
DC-14		\$
DC-15		\$
DC-16		\$
DC-17		\$
DC-18		\$
DC-19		\$
DC-20		\$
DC-21		\$
DC-22		\$
DC-23		\$
DC-24		\$
DC-25		
TOTAL ESTIMATED DIRECT CONSTRUCTION COST		\$0

The above breakdown of Direct Construction Costs is estimated values, not contractual limits. The Total Estimated Direct Construction cost is included in the GMP. The Schedule of Values, per Section 10.5.4, will be the basis of the monthly progress billings.

The above listed Construction Costs do not include:

- General Conditions
- Insurance & Bonds
- Construction Manager's Management Services
- Reconstruction Services
- Consideration for Indemnification
- Contract Documents Completion Allowance
- Construction Manager's Contingency
- Construction Manager's Fee
- City Allowance Account

EXHIBIT "C"

CONSTRUCTION MANAGER'S GENERAL CONDITIONS

Included In GMP

Item#	(Description	Cost
GC-1.0 On-Site Offices		
GC-1.1		
GC-1.2		
GC-1.3		
GC-1.4		
GC-1.5		
GC-1.6		
GC-1.7		
GC-1.8		
GC-1.9		
GC-1.10		
GC-1.11		
GC-1.12		
GC-1.13		
GC-1.14		
GC-1.15		
GC-1.16		
GC-1.17		
GC-1.18		
GC-1.19		
GC-1.20		
GC-1.21		
GC-1.22		
GC-1.23		
Subtotal:		
GC-2.0 Temporary Utilities		
GC-2.1		
GC-3.0 Temporary Construction Services		
GC-3.1		
GC-3.2		
GC-3.3		
GC-3.4		
GC-3.5		
GC-3.6	Cont.	
GC-3.7		
GC-3.8		
GC-3.9		
GC-3.10		

EXHIBIT "C"

CONSTRUCTION MANAGER'S GENERAL CONDITIONS

GC-4.0 Clean-Up

GC-4.1		
GC-4.2		
GC-4.3		
GC-4.4		

GC-5.0 Safety

GC-5.1		
GC-5.2		
GC-5.3		
GC-5.4		
GC-5.5		

GC-6.0 Testing & Inspection

GC-6.1		
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GC-7.0 Fees & Permits

GC-7.1		
GC-7.2		
GC-7.3		
GC-7.4		

GC-8.0 Equipment

GC-8.1		
GC-8.2		
GC-8.3		
GC-8.4		
GC-8.5		
GC-8.6		

Subtotal: Total General Conditions:

\$
\$

/Notes:

All General Condition items are to be reimbursed at cost and include cost of material, labor, fringe and sales tax where applicable.

The individual line items of General Conditions are estimated values and the total cost of General Conditions is included in the GMP.

EXHIBIT D - SUBMITTAL REQUIREMENTS FOR THE GMP

A preliminary GMP Proposal is due when Construction Documents (CD) are progressed to at least 60% completion. A final GMP Proposal is due when Construction Documents are progressed to 90% completion (unless City requests a final GMP Proposal at an earlier stage).

GMP proposal(s) submittals; one original and four (4), copies will be requested by the City for review by City, City Representative and Design Professional.

Table of Contents:

1. Scope of Work
 2. Summary of the GMP
 3. Schedule of Values - summary spreadsheet and backup documents
 4. List of Plans and Specifications used for GMP Proposal
 5. List of clarification and assumptions
 6. Project Schedule
1. Scope of Work will consist of a brief description of the Work to be performed by Construction Manager and major points that the Construction Manager and the City must be aware of pertaining to the scope.
 2. All substantiating data utilized in compilation of items "B" thru "D" will also be submitted as an Exhibit to this contract.

The general condition fee includes bond and insurance cost. All costs should be listed individually for future use.

PROJECT #:

DATE:

PROJECT NAME:

GMP Summary				Amount
A.	Cost of Work (Labor, Materials, Equipment, Warranty)			\$
INDIRECT COSTS				RATE
B.	CM Contingency			% \$
C.	Constuction Fee			% \$
D.	General Conditions			% \$
	D1	Payment and Perfomance bond	\$	%
	D2	Insurance	\$	%
E.	Sales Taxes			%
F. TOTAL GMP				\$
G. Owner's Contingency				\$

Formulas:

$$\text{Total GMP: } A+B+C+D+E = F$$

Rates (Percentages) are calculated by dividing each amount by F, such as B/F, D/F, and D1/F

(Do not acquire bond or insurance until notified by the City.)

3. Schedule of Values - spread sheet with the estimated cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the Construction Manager's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values.
4. A list of the Plans and Specifications with latest issuance date including all revisions used in preparation of the GMP proposal.
5. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal, to supplement the information contained in the documents.
6. A Critical Path Method diagram construction schedule.
7. After cost of GMP has been agreed upon, detailed breakdown of Cost of General Conditions and other elements of GMP cost shall be included herein as attachment "A" and in Construction Contract as Exhibit "C".

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

For questions regarding the submittal requirements, please contact:

Erica Grancagnolo
Economic Development Director,
City of Pensacola
222 W. Main Street
Pensacola, FL 32502
Office: (850) 435-1687
Cell: (850) 530-5901

Note 1: Insert authorized attester if known and their title.

Note 2: Insert the authorized Construction Manager attester (normally the Corporate Secretary or the Assistant Corporate Secretary of the Construction Manager office executing the contract.

ATTACHMENT 1

PAYMENT & PERFORMANCE
BONDS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ of the State of _____ and County of _____ hereinafter, known as the Principal, and _____, a corporation chartered and existing under the laws of the State of _____ and duly authorized to do business in the State of Florida as Surety, are held and firmly bound unto the City of Pensacola, Florida hereinafter known as the City, in the penal sum of _____ Dollars (\$ _____) for the payment whereof we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with City, dated _____, for _____ (list or describe contract).

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the City under which agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made part of this obligation.

Now should the above named Principal and all claimants, as defined in Section 255.05(1) of the Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorneys' fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, to remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work to the Plans and Specifications.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of section 255.05 of the Florida Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof. The payment bond required to exempt an City under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and material used to improve real property shall be deemed to include of this subsection.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

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

As to Principal:

Signed, sealed and delivered in
the presence of:

Principal

Witness

Notary Public

By: _____(L.S.)

State of _____

County of _____

As to Surety:

Signed, sealed and delivered in
the presence of:

Surety

Witness

Notary Public

By: _____(L.S.)

State of _____

County of _____

Approved as to form:

City's Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ of the State of _____ and County of _____ hereinafter, known as the Principal, and _____, a corporation chartered and existing under the laws of the State of _____ and duly authorized to do business in the State of Florida as Surety, are held and firmly bound unto the City of Pensacola, Florida hereinafter known as the City, in the penal sum of _____ Dollars (\$ _____) for the payment whereof we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with City, dated _____, for (list or describe contract.)

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the City under which agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound Principal fails to faithfully and fully carry out and comply with the terms and conditions of said contract and complete the work therein specified, it shall be the duty of the Surety herein to assume the responsibility for the performance of the contract and to complete the work specified therein, including, but not limited to, obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said contract, and liquidated damages, and such alterations or additions as may be made therein or in the plans and specifications, and shall comply with all laws pertaining to said work, and shall comply with and perform any and all warranties and/or guarantees provided for in said contract. If the Principal faithfully and fully carries out and complies with the terms and conditions of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work to the Plans and Specifications.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of section 255.05 of the Florida Statutes, and is intended to be a bond on compliance with the requirements thereof.

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

As to Principal:

Signed, sealed and delivered in
the presence of:

Principal

Witness

Notary Public

By: _____(L.S.)

State of _____

County of _____

As to Surety:

Signed, sealed and delivered in
the presence of:

Surety

Witness

Notary Public

By: _____(L.S.)

State of _____

County of _____

Approved as to form:

City's Attorney

ATTACHMENT 2
FEDERAL, STATE, AND GRANT CONTRACT PROVISIONS

1. ***TRIUMPH GULF COAST REQUIRED INDEMNITY PROVISION***

The Construction Manager shall indemnify, defend, save and hold harmless Triumph Gulf Coast, Inc., a Florida not-for-profit corporation, the City of Pensacola, a public body corporate, and all of its officers, directors, agents and employees, from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent actor occurrence of omission or commission of the Construction Manager or its officers, agents or employees.

2. ***BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))***

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the parties as a waiver of that or any other available remedy.

3. ***TERMINATION FOR CAUSE OR CONVENIENCE (2 CFR § 200 Appendix II(B))***

The City may terminate this Contract for cause or for convenience as more particularly provided in Article 23 of the foregoing Contract to which this Attachment 2 is attached.

4. ***CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT***

Clean Air Act

Contractor agrees to 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 Regional Office of the Environmental Protection Agency. See 2

C.F.R. Part 200, Appendix II(G).

The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.

5. ***DEBARMENT AND SUSPENSION***

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R.pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R.pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Construction Manager Certification: The Construction Manager certifies by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by signing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to the applicable solicitation or proposal.

6. ***ACCESS TO RECORDS***

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

7. ***COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS***

This is an acknowledgement that federal financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

8. ***NO OBLIGATION BY FEDERAL GOVERNMENT***

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

9. ***PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS***

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

10. ***EQUAL EMPLOYMENT OPPORTUNITY***

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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: 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 contractor 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor 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 contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has

a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor 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.

The contractor 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.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor 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.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor 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 contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary

responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

11. ***CONTRACT WORK HOURS AND SAFETY STANDARDS ACT***

Compliance with the Contract Work Hours and Safety Standards Act. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the

clauses set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

12. **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

13. **BYRD ANTI-LOBBYING AMENDMENT.**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or

an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

14. ***LOBBYING AND INFLUENCING FEDERAL EMPLOYEES***

- (1) No Federal appropriated funds shall be paid, by or on behalf of the Construction Manager, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Construction Manager shall

complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.

15. ***CONTINGENT FEES***

The Construction Manager represents that it has not employed or retained any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Construction Manager, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from any amounts due and owing to the Construction Manager, or otherwise recover from the Construction Manager, the full amount of such fee, commission, percentage, gift, or consideration.

16. ***NONDISCRIMINATION***

The Construction Manager warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, or disability.

17. ***FLORIDA DEPARTMENT OF COMMERCE REQUIRED INDEMNITY PROVISION***

The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Commerce and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees.

18. ***ADDITIONAL PROVISIONS***

The provisions of Attachment B attached to this Attachment 2 are hereby incorporated herein by reference. In the event of a conflict between any provision in Attachment B and any other provision of this Attachment 2, the provision in Attachment B shall control.

ATTACHMENT B Federal Provisions

FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract, 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subcontractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(I) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(II), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(I), and that such information is correct and complete;

(II) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(III) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 636). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 636) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 356), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$160,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more -- as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification -- First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 Implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 Implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 - 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20690. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.