



City of Pensacola

City Council

Agenda

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

April 11, 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 Jennifer Brahier

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 24-210 APPROVAL OF MINUTES: REGULAR MEETING DATED MARCH 21, 2024

Recommendation: That City Council approve minutes of the regular City Council Meeting dated March 21, 2024

Sponsors: Council President Casey Jones

Attachments: *Draft: Regular Meeting Dated 3/21/2024*

APPROVAL OF AGENDA

CONSENT AGENDA

2. 24-113 PROFESSIONAL SERVICES AGREEMENT GULF COAST TENNIS GROUP, LLC FOR THE OPERATION AND MANAGEMENT OF ROGER SCOTT TENNIS CENTER

Recommendation: That City Council approve the Professional Services Agreement with Gulf Coast Tennis Group, LLC for the Operation and Management of Roger Scott Tennis Center. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this

agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Professional Service Agreement - Gulf Coast Tennis Group, LLC
Roger Scott Tennis Center Maintenance Plan*

3. 24-303 AWARD OF BID NO. 24-015 - ASPHALT CONSTRUCTION SERVICES

Recommendation: That City Council award the contract for Bid No. 24-015 for the Asphalt Construction Services as an annual renewable contract to Roads, Inc. of NWF, the lowest and best responsible bidder, in the amount not to exceed \$1,000,000.00 per Fiscal Year. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this 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
Vendor List*

REGULAR AGENDA

4. 24-276 CITY OF PENSACOLA SWIMMING FACILITY MANAGEMENT AGREEMENT

Recommendation: That City Council approve the Swimming Facility Management Agreement with Young Men's Christian Association of Northwest Florida, Inc., for the Operation and Management of the Cecil T. Hunter Swimming Facility and the Roger Scott Swimming Facility. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *City of Pensacola Swimming Facility Management Agreement*

5. 24-297 ACCEPTANCE OF GRANT SUBAWARD AGREEMENT NO. 24-CA-11132544-015 - NATIONAL ARBOR DAY FOUNDATION

Recommendation: That City Council approve the acceptance of the National Arbor Day Foundation for community tree benefits in the amount of \$1,000,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms

of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Mayor D.C. Reeves

Attachments: *Grant Award 24-CA-11132544-015*

6. 24-298 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-28 - NATIONAL ARBOR DAY FOUNDATION GRANT

Recommendation: That City Council adopt Supplemental Budget Resolution No: 2024-28

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. 2024-28*
Supplemental Budget Explanation No. 2024-28

7. 24-301 RESOLUTION NO. 2024-34 - PAID PARKING FY24 BUDGET FEE SCHEDULE

Recommendation: That City Council approve Resolution No. 2024-34.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING AND MAKING REVISIONS TO THE FY24 BUDGET FEE SCHEDULE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2024-34 - Paid Parking Fee Schedule*

8. 24-122 RESOLUTION NO. 2024-16 - AMENDMENT TO THE PARKS AND RECREATION ROGER SCOTT TENNIS CENTER FEE SCHEDULE FOR FISCAL YEAR 2024

Recommendation: That City Council adopt Resolution No. 2024-16.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING AND MAKING REVISION TO THE FY24 BUDGET FEE SCHEDULES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2024-16*
 Roger Scott Tennis Center Fee Schedule-FY23
 Roger Scott Tennis Center Fee Schedule-FY 24
 Roger Scott Tennis Center Revised Fee Schedule-FY 24

9. 24-335 RESOLUTION NO. 2024 -32 SUPPORTING FLORIDA DEPARTMENT OF TRANSPORTATION TEMPORARY ROAD CLOSURE FOR SR 30 (US 98) GARDEN STREET PROJECT FROM "N" STREET TO SR 8A (I-110) RAMP

Recommendation: That City Council adopt Resolution No 2024-32.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, TO APPROVE A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF THE MILLING AND RESURFACING OF SR 30 (US 98) GARDEN ST FROM N ST TO SR 8A (I-110) RAMP, FPID 435178-3-52-01.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2024-32*
 Appendix A Road Closure Details

10. 24-338 PROPOSED ORDINANCE NO. 5-24 - VACATION OF RIGHT OF WAY - 100 WATER STREET AND 3600 BLOCK ELKTON STREET

Recommendation: That City Council adopt Proposed Ordinance No. 5-24 on second 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 - P.O. No. 5-24
 Planning Board Minutes - 2/13/24
 Application Vacation of Street Right of Way
 Sensitive Property Assessment - 2/20/24

11. 24-341 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 adopt Proposed Ordinance No. 6-24 on second 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 - P.O. No. 6-24
Letter Requesting Annexation, Zoning and FLUM Designation
Planning Board Minutes - 2/13/2024*

12. 24-344 PROPOSED ORDINANCE NO. 7-24 ZONING MAP AMENDMENT – RECENTLY ANNEXED PROPERTY - 422, 424, AND 400 BLOCK OF AIRPORT BOULEVARD

Recommendation: That City Council adopt Proposed Ordinance No. 7-24 on second reading.

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

Sponsors: Mayor D.C. Reeves

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

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 #: 24-210

City Council

4/11/2024

MINUTES

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED MARCH 21, 2024

ATTACHMENTS:

1. Draft: Regular Meeting Dated 3/21/2024



City of Pensacola

CITY COUNCIL

MINUTES

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

March 21, 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, Charles Bare, Jennifer Brahier, Teniade
Broughton, Allison Patton, Delarian Wiggins

**Council Members
Absent:**

Jared Moore

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Charles Bare

AWARDS

None

FIRST LEROY BOYD FORUM

Gloria Horning: Addressed Council regarding flooding in her neighborhood on South DeVilliers Street and indicated she would like a refund of the stormwater assessment fee on her property. She indicated that she's been getting some information from a City staff preon regarding the status of the application to raise her house. She referenced recent residential development by Adams Homes which she alleged installed French drains without proper permits. She also mentioned a City employee with an open sewer issue on their property.

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.

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

The motion passed by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,
Allison Patton, Delarian Wiggins

No: 0 None

APPROVAL OF AGENDA

Council Executive Kraher indicated that Item 22 (File ID 24-279) is eligible to be moved to the consent agenda. *No objections.*

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

The motion passed by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,
Allison Patton, Delarian Wiggins

No: 0 None

CONSENT AGENDA

A motion to approve consent agenda items 2, 3, 4, 5, 6, 7, and 22 was made by Council Member Brahier and seconded by Council Member Patton.

The motion passed by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,
Allison Patton, Delarian Wiggins

No: 0 None

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.

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.

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.

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.

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.

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.

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.

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

Kristen McAllister, CPA & Senior Manager of the Audit Division with Warren Averett addressed Council providing a brief summary and highlighted key items.

Following, Council Member Bare indicated he would have preferred a more in-depth presentation. Ms. McAllister indicated she would be happy to meet with him to go over in more detail.

There being no further discussion, the vote was called.

The motion by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,
 Allison Patton, Delarian Wiggins

No: 0 None

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.

Nominees were provided an opportunity to address the Council, with Council Members making comments and remarks throughout. Council Member Broughton inquired of each nominee's City Council District with Council Executive Kraher responding accordingly (based on nominees' application of interest provided in the agenda materials). Upon conclusion of discussion, Council President Jones called for a ballot vote.

Balloting and tallying takes place.

Council President Jones announced the results of the ballot as follows: City Council appointed Michael Blankenship, Suzanne Lewis, and Kirwan Price as members of the Parks and Recreation Board for a term of three (3) years,

expiring March 31, 2027.

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.

Council President Jones introduced the item and read into the record the requirements for conducting a quasi-judicial hearing. He also identified time constraints to be implemented for the hearing. *No objections*. He asked City staff if this issue was contested, which Planning & Zoning Manager Cannon indicated there is not a formal contest, but there are individuals who have expressed concerns. Finally, he provided an opportunity for (individual) Council Members to disclose any ex parte communications. *None indicated*.

Moving forward with the hearing proceedings, Council President Jones called on City Attorney Cobb to administer an oath to those intending to provide testimony and/or evidence. Council President Jones then called on Planning & Zoning staff to present evidence and testimony into the record.

Planning & Zoning Manager Cannon summarized the issue before Council, and highlighted the discussion and recommendation from the Planning Board and referenced background materials contained in the agenda package (on file).

Council President Jones then called for testimony and/or evidence on behalf of the applicant. David Anderson introduced his team to Council and provided a description of the services their company provides as it relates to applying for communications towers on behalf of wireless providers, in this case their client being Verizon. Harold Timmons then addressed Council providing the details of their request for use of the site (proposed to be located on Walmart property), as well as describing the elements of the proposed tower. He also relayed his discussions with various City staff reviewers and the Planning Board's review and recommendation, as well as requirements imposed on their use of the site by Walmart. He referred to background materials within the agenda package (on file).

Mr. Timmons along with his associate Sanjay Dhawan responded accordingly to questions from Council Members Bare and Brahier, and referenced graphics presented on overhead slides (on file with background materials).

Council President inquired if there was any rebuttal from City staff or applicant representatives with each indicating "no".

Public input was heard from the following individuals:

Warren Post (he also responded to questions from Council Member Brahier)

Carol Conde

Council President Jones then provided an opportunity for City staff and the applicant representative(s) to make closing statements.

Planning & Zoning Manager Cannon addressed Council reading into the record City Code Section 12-3-107 *Conditional Use Permit*, specifically subsection (d) *Standards for Approval* as enumerated (1) (2) (3) (4) (5) (6).

Mr. Timmons addressed Council responding to some of the questions and concerns expressed by public input speakers.

Council Member Bare and Brahier asked questions of applicant representatives with Mr. Timmons and Mr. Dhawan related to co-location of additional antennas, effects on wildlife (noting the proximity of Dunmire Woods Park), and flight path concerns which Airport Director Coughlin responded accordingly to questions.

There being no further questions, Council President Jones called for Council deliberations. Discussion ensued among Council with each Council Member being provided an opportunity to speak to the issue. During deliberations, **City Attorney Cobb addressed Council clarifying that the legal standard Council is required to base its decision and quoted 12-3-107 (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: (as enumerated (1) (2) (3) (4) (5) (6)", as well as the specific requirements regulating communications towers as a conditional use under Section 12-3-108 (d) *Standard for Approval* which has identical language, and also states, "Additionally, conditional use permit applications under the section must demonstrate to the city council that, without the grant of a conditional use permit, the applicant will be unable to provide personal wireless services within the area of the city that would be served by the proposed personal wireless facility". Therefore, there are seven (7) standards which it is mandatory that Council base its determination. Planning & Zoning Manager Cannon also re-read into the record Section 12-3-107 Conditional Use Permit, subsection (d) *Standards for Approvals* as enumerated (1) (2) (3) (4) (5) (6). Council Member Brahier stated she believes the applicant has not met the standard of approval based on Section 12-3-107 (d) (2) (3) and (6) and (as indicated as the seventh standard) 12-3-108 (d).**

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

The motion passed by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,

Allison Patton, Delarian Wiggins
No: 0 None

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.

Planning & Zoning Manager Cannon addressed Council explaining the request as outlined in the background materials (on file).

Charles Liberis, the applicant, was in attendance and indicated he was available to answer any questions.

There were no questions and no public input.

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

The motion passed by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,
Allison Patton, Delarian Wiggins
No: 0 None

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.

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

The motion passed by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,

Allison Patton, Delarian Wiggins
No: 0 None

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.

Planning & Zoning Manager Cannon addressed Council explaining, as indicated in the background materials (on file), that the FLUM and zoning designations will complete the annexation process for these parcels.

There were no questions and no public input.

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

The motion passed by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,
Allison Patton, Delarian Wiggins
No: 0 None

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

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

The motion passed by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,
Allison Patton, Delarian Wiggins

No: 0 None

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

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

The motion passed by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,
Allison Patton, Delarian Wiggins

No: 0 None

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.

Planning & Zoning Manager Cannon explained the request before Council as
indicated in the background materials (on file). She responded accordingly to
questions from Council members Bare and Brahier.

Public input was heard from the following individuals:

Doris Hayes
Joseph Kyle
Tony Jones
Ellis Jones
Girasol Alfonso
Jasmine Brown
Jeannie Rhoden
Tommy White (not in attendance)
Ryan Novota (applicant's representative)
Valerie Jones

Throughout public input, Council Members asked questions of some speakers and

Assistant Planning & Zoning Manager Harding responding accordingly on behalf of staff.

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

Discussion ensued among Council. Mr. Novota and Ms. Jones responded to questions from Council Member Broughton.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,
Allison Patton, Delarian Wiggins

No: 0 None

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

Withdrawn from agenda due to denial of request during public hearing.

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

Withdrawn from agenda due to denial of request during public hearing.

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.

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

Council President Jones inquired about the status of the sidewalk project on College Parkway which Deputy Administrator Forte indicated it is complete.

There being no further discussion, the vote was called.

The motion passed by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,
Allison Patton, Delarian Wiggins
No: 0 None

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.

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

The motion passed by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,
Allison Patton, Delarian Wiggins
No: 0 None

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.

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

The motion passed by the following vote:

Yes: 6 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton,
Allison Patton, Delarian Wiggins

No: 0 None

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.

Approved as indicated above during Consent Agenda.

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher made comments commending the Mayor and City Administration, various City staff, and Council staff for their leadership, hard work, and diligence this week under challenging conditions.

MAYOR'S COMMUNICATION

City Administrator Fiddler echoed Council Executive Kraher's remarks.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Brahier provided details related to her discretionary funding allocation to *Hope Above Fear*.

Council Member Bare shared about his son's upcoming performance at UWF.

Council President Jones thanked everyone for their work this week.

SECOND LEROY BOYD FORUM

None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 7:59 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 #: 24-113

City Council

4/11/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROFESSIONAL SERVICES AGREEMENT GULF COAST TENNIS GROUP, LLC FOR THE OPERATION AND MANAGEMENT OF ROGER SCOTT TENNIS CENTER

RECOMMENDATION:

That City Council approve the Professional Services Agreement with Gulf Coast Tennis Group, LLC for the Operation and Management of Roger Scott Tennis Center. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Approval of the Professional Services Agreement will replace the current Professional Service Agreement with Gulf Coast Tennis Group, LLC for a term of three (3) years and implement a comprehensive operation, management, and maintenance plan to perform, deliver, and carry out, in a professional manner, the types of projects and services that meet the programmatic requirements of tennis facilities in accordance with the terms of agreement.

PRIOR ACTION:

July 21, 2022 - City Council approved the Professional Services Agreement with Gulf Coast Tennis Group, LLC for the Operation and Management of Roger Scott Tennis Center.

November 9, 2017 - City Council approved the Mayor's award recommendation to Gulf Coast Tennis Group, LLC for RFP#17-024 Operation and Management of Roger Scott Tennis Center.

FUNDING:

Budget: \$135,000 Minimum Annual Fee

Actual: \$135,000 Minimum Annual Fee

FINANCIAL IMPACT:

The total amount of compensation payable by Provider to City shall be a minimum annual fee of \$135,000 ("Annual Fee") to the City in 12 equal monthly installments of \$11,250 each in advance no later than the first day of each month. At the end of each year, if Provider's gross revenue from all sources exceeds \$1,125,000, then the total payment to the City shall be "trued up" to 12% of gross revenue up to \$1,416,668, (equaling a total payment of up to \$170,000.16) or 11% of gross revenue up to \$1,818,182 (equaling a total payment of up to \$200,000.02) plus 10% of all gross revenue over \$1,818,182, all plus sales tax (if applicable).

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/22/2024

STAFF CONTACT:

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

ATTACHMENTS:

1. Professional Service Agreement - Gulf Coast Tennis Group, LLC
2. Roger Scott Tennis Center Maintenance Plan

PRESENTATION: No

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF PENSACOLA, FLORIDA AND
GULF COAST TENNIS GROUP LLC**

This Professional Services Agreement ("Agreement") is entered into this ____ day of _____, 2024 by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida ("City") and Gulf Coast Tennis Group LLC a Florida limited liability company ("Provider" or "Operator") for professional tennis operations and management services at City's Roger Scott Tennis Center; (hereinafter, each a "Party" and collectively the "Parties").

In consideration of the mutual covenants and promises herein contained, Provider and City agree as follows:

TERMS:

I. RECITALS:

The recitals are true and correct and are hereby incorporated into and made a part of Agreement.

II. TERM:

The term of Agreement shall be three (3) years, commencing on Effective Date.

III. SCOPE OF SERVICE

A. Provider agrees to provide Services as specifically described, and under the special terms and conditions set forth in this Agreement.

B. Provider represents and warrants to City that:

1. it possesses all qualifications, licenses and expertise required for the performance of the Services;
2. it is not delinquent in the payment of any sums due to City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to City;
3. all personnel assigned to perform Services are and shall be, at all times during the term, fully qualified and trained to perform the tasks assigned to each; and
4. Services will be performed in the manner, at such times, and for the budgeted amounts described herein.

- C. Provider represents and warrants to City that all of its personnel who provide or may provide Services have completed and satisfied:
1. All background checks and other requirements in accordance with Florida Statutes, in particular FS 943.0438, and that all requirements have been timely and properly enforced. In addition, while engaging in activities upon City property and City owned facilities, the Provider shall not employ or utilize the volunteer services of any person who has been convicted of or pled guilty or nolo contendere to or has had an adjudication withheld of any of the following charges: a sexual offense, child abuse, contributing to the delinquency of a minor, or abuse of an elderly or vulnerable person.
 2. Policies are in place and enforced to ensure there is no discrimination to Provider participants, their families, caretakers, guardians, or observers based upon race, creed, religion, national origin, disability, or sex.
 3. Provider agrees to bear any and all costs associated with acquiring the required background screenings.
- D. Provider represents and warrants that all front desk personnel assigned to perform Services shall have, wear, and display proper identification during the performance of Services and that no identification shall be issued prior to the successful completion of background screening requirements.
- E. Provider represents and warrants that Provider shall not offer professional tennis instruction at any other location within Escambia and Santa Rosa Counties during the term of Agreement unless expressly authorized by Director of Parks and Recreation.
- F. Provider agrees and warrants that
1. any and all personnel providing Services related to Agreement shall be paid through Provider, and
 2. any and all liabilities regarding payment to or use of such personnel for any of the Services related to Agreement shall be borne solely by Provider.
- G. Provider agrees and warrants that neither Provider nor any of its personnel shall perform any work other than that listed in this agreement unless duly authorized by Provider or Provider's designated representative. Provider shall not be paid
1. for any work performed outside the Scope of Services for Agreement, or
 2. for any work performed by any of Provider's personnel not otherwise previously authorized in writing.

- H. Provider shall develop and implement a comprehensive operation and management plan to perform, deliver and carry out, in a professional manner, the types of projects and services that meet the programmatic requirements of Tennis Facilities in accordance with the terms of Agreement, which shall at a minimum, include the following:

1. OPERATION AND MANAGEMENT

Provider shall develop and implement a comprehensive operation and management plan to perform, deliver, and carry out, in a professional manner, the types of projects and services that meet the programmatic requirements of tennis facilities in accordance with the terms of Agreement, which shall at a minimum, include the following:

- a. Maintain at a minimum the following hours of operation:

Monday-Thursday	8:00 am to 9:00 pm
Friday	8:00 am to 7:00 pm
Saturday	8:00 am to 5:00 pm
Sunday	12:00 pm to 5:00 pm

The center will close for the following holidays: New Year's Day, Easter, Memorial Day, July 4, Thanksgiving, Christmas Eve, and Christmas Day. The center is open until noon on New Year's Eve.

The Parks and Recreation department reserves the right to require that the center and its entire amenities be open for special events and programs or closed for a period of time for maintenance.

- b. Provide individual and group tennis lessons and instruction;
- c. Junior tennis program, including but not limited to, lessons, matches, tournaments, league play, and clinics, will be vital to the success of Provider;
- d. Clinics for adults and youth, as well as summer clinics/camps for youth shall be provided for the summer months;
- e. Tennis instruction for beginners, intermediate, and advanced tennis players;
- f. Coordinate activities and events for users of Tennis Facilities. This shall include, but not be limited to the establishment of leagues, round robins, socials, and tournaments;
- g. A high performance academy/tennis training program to provide high-intensity training for professional and/or junior players;

- h. Provide staff for day-to-day operations, including, but not be limited to, answering telephones, assisting with program registrations, interacting with patrons of Tennis Facility, membership sales, customer service, tennis fees collection, records maintenance, daily court maintenance, etc.;
- i. Provide all equipment and furnishings needed to successfully operate and manage RSTC that are not provided by the City. The Provider will be responsible to provide their own computerized tracking system to ensure that they are able to meet all equipment requirements in this agreement. All functions shall be performed via this tracking system.
- j. Market Tennis Facilities to the general public locally, regionally, and nationally to recruit players and tournaments to the center,
- k. Recruit, train, supervise, certify, and pay instructors;
- l. Provide an instructor program that balances the importance of quality lessons with league play and tournament activity;
- m. Provide all memberships, certifications, and licenses needed to be properly registered to practice the profession, including USTA memberships, applicable certifications, and liquor license, and any others deemed necessary by the Parks and Recreation Director.
- n. Offer private tennis lessons for which Provider shall charge rates comparable to those charged for tennis pros at public facilities in the area. Provider shall maintain a delicate balance of court time for lessons as required and must be coordinated around the needs for leagues, tournaments, open play, clinics, etc. The Director of Parks and Recreation reserves the right to approve the court usage schedule;
- o. Adhere to membership, daily rates, and court rental fees at the established rates under the annual Approved Annual Budget document that is published on the City's website. The Provider may offer classes, programs, clinics, etc. not listed with fees set by the Provider.
- p. Adhere to a schedule of City-sponsored Tournaments as follows: Pensacola Futures Championship, Senior Games, and any other City-sponsored events/activities/camps;
- q. May offer food and beverage operation that may include a variety of sports drinks, sodas, teas, water. Provider will also include a variety of beer and wine. All revenues and costs associated with food and beverages remain with/are the responsibility of the Provider. Vending machines located on

site are part of the City-wide Parks and Recreation vending program. All proceeds from the vending machines will remain with the City.

- r. While a fully operational pro-shop is not required, amenities such as racquet re-stringing and basic tennis equipment must be provided for purchase.
- s. Send members and/or email subscribers a customer service survey at least quarterly and provide results to Parks and Recreation Director within ten (10) business days;
- t. Any of the aforementioned requirements under this section shall be subject to any changes at the discretion of and only upon approval by Parks and Recreation Director or Mayor.

2. MAINTENANCE

- a. Provide for janitorial services and supplies, and all Routine Maintenance and Periodic Maintenance responsibilities attributed to the Roger Scott Tennis Center Operator as described in the Roger Scott Tennis Center Maintenance Plan attached hereto as Exhibit A. In the event the operator fails to perform routine maintenance or cleaning, Parks and Recreation Director, at their discretion, may require operator to reimburse related expenses for services contracted by the city. Reimbursable expenses may include an administrative surcharge of up to 20%.
- b. Provide monthly an itemized report of all Routine Maintenance and Periodic Maintenance responsibilities completed during the prior month, including copies of completed daily/weekly grounds and facilities cleaning checklists, in a report form agreed upon by the Operator and the City. Some minor equipment will be available at the start, however, this equipment has a short shelf life and it will be the responsibility of Provider to replace it as needed;
- c. City will retain ownership of Tennis Facility and will be responsible for the Routine Maintenance and Periodic Maintenance attributed to the City as described in Exhibit A.
- d. Coordinate any and all repairs or maintenance with City via the work order process;
- e. Identify prospective, potential, and existing maintenance issues, submit them to Building Maintenance, and follow-up on the work orders as needed; Attached to this agreement is a Maintenance Plan for the facility that describes tasks that occur daily, weekly, monthly, annually and every 2-15 years. Maintenance Plan will include but is not limited to hard courts, clay courts, awnings/shade structures, furnishings, wind screens, buildings and systems within, sidewalks, landscaping and irrigation. Maintenance Plan will designate city and/or operator responsibilities. Maintenance Plan is in

addition to the routine maintenance/cleaning checklist. Repairs to facility damages that occur through operator's failure to adhere to maintenance responsibilities, accidents, or negligence, at the discretion of the Parks and Recreation Director will be billed to the operator.

- f. Ensure, by regular upkeep and/or timely repairs, that all equipment needed to provide all services under the Agreement is available and in good-working order and shall ensure that at no time will service be adversely affected due to inoperable, damaged, substandard, and/or defective equipment;
- g. Not allow areas to become dirty, a nuisance, hazard, annoyance, inconvenience or become detrimental to the public's health or safety, by maintaining the Tennis Facility on a daily basis. The Director of Parks and Recreation reserves the right to direct Provider in a manner to improve these areas;
- h. Accept Tennis Facilities in an "as is" condition, with any and all defects, if any, latent and patent, as provided under Agreement;
- i. Maintain Tennis Facility in the same or better condition throughout the term of Agreement;
- j. Make no changes, alterations, or improvements to the electrical service, plumbing systems, mechanical equipment, floors, walls, ceiling, counters, doors, without prior written approval from City;
- k. City shall make repairs to the electrical service, plumbing system, mechanical equipment, flooring, and painting walls and ceilings when necessary; as determined by the City;
- l. Provide reasonable advance notice when requesting routine maintenance items to be done by City;
- m. Refrain from adding additional electrical equipment which would increase the total electrical service load at the facilities, without City approval;
- n. Report daytime emergencies and request routine maintenance through City;
- o. Routinely power wash hard courts, walkways, and court drains;
- p. Maintain clay courts in optimum playing condition. The city will provide clay every 12-18 months to assist in satisfying this requirement;

- q. Replace worn lines, nets and all other tennis-related Tennis Facility equipment as needed in order to maintain optimum condition of equipment. City will provide capital items or other related equipment at its discretion to improve the service and appearance of Tennis Facility. These items may be requested by Provider, but are not guaranteed;
- r. Report landscape-related issues to park maintenance;
- s. Assist Parks and Recreation with managing court-related matters at Armstrong Park, Bayview Park, and Hollice T. Williams Park, including net repair, court repair advice, etc. All costs associated with these courts will be the responsibility of the Parks and Recreation department;
- t. Submit reports to Parks and Recreation department and Parks and Recreation Board as required under Agreement, as needed and on a routine basis;
- u. Work with Parks and Recreation staff to ensure that Tennis Facility is maintained to the highest standards possible;
- v. Any of the aforementioned requirements under this section shall be subject to any changes at the discretion of, and only upon approval by Parks and Recreation Director.

IV. COMPENSATION:

- A. In consideration of the operation, management, maintenance and programming of Tennis Facilities under Agreement, City and Provider agree upon the following as appropriate consideration for the rights and services provided for in Agreement.
- B. The total amount of compensation payable by Provider to City shall be a minimum annual fee of \$135,000 ("Annual Fee") to the City in 12 equal monthly installments of \$11,250 each in advance no later than the first day of each month. At the end of each year, if Provider's gross revenue from all sources exceeds \$1,125,000, then the total payment to the City shall be "trued up" to 12% of gross revenue up to \$1,416,668, (equaling a total payment of up to \$170,000.16) or 11% of gross revenue up to \$1,818,182 (equaling a total payment of up to \$200,000.02) plus 10% of all gross revenue over \$1,818,182, all plus sales tax (if applicable).
- C. Operator to provide Parks and Recreation Director annually with an itemized profit and loss statement within 30 days of completion of calendar year, showing all facility revenue and operator expenses. Gross revenue must include pro-session fees, camps, daily court fees, memberships, tournaments, pro-shop sales, and revenue from all other sources.
- D. Monthly installment payments shall be remitted to the City of Pensacola Treasury Department, P.O. Box 12910, City of Pensacola, Florida 32521, along with penalty and interest due , if any, until paid in full in accordance with the Pensacola City Code. If Annual Fee is calculated to exceed One Hundred Thirty-Five Thousand Dollars and No/Cents (\$135,000), the final "true up" installment shall be due on the first day of the month following receipt of profit and loss statement.
- E. Provider agrees that upon Expiration Date, all accrued pre-paid membership fees shall be due and owing by Provider to City. Upon Expiration Date, City and Provider shall determine the amount of pre-paid membership fees due and owing to the City and Provider shall remit the balance due to City within forty-five (45) days of Expiration Date.

V. TENNIS FACILITIES:

- A. City shall grant to Provider, non-exclusive rights to occupy and use Tennis Facilities for the purposes described herein under Agreement and in accordance with the following limitations:
 - 1. Provider shall be permitted to enter and occupy the area at any time year-round to perform Services required under Agreement.
 - 2. Provider agrees and warrants that Provider shall be permitted to use Tennis Facilities solely for the purposes of performing Services as required under

Agreement and shall not use Tennis Facilities, nor permit any other person or entity to use Tennis Facilities for any purposes not authorized by Agreement.

3. Provider agrees and acknowledges that City is owner of Premises and Tennis Facilities and that Agreement is not meant to nor does it convey or grant any entitlements or property rights, title or interest in or to Premises or to Tennis Facilities to Provider by virtue of such right to use or occupy Premises or Tennis Facilities.
4. Except as specifically provided in Agreement, Provider acknowledges that City, its agents and personnel and other persons acting on behalf of City, have made no representation or warranty of any kind in connection with any matter relating to the physical condition, value, fitness, use or zoning of Tennis Facilities or Premises upon which Provider has relied directly or indirectly for any purposes, except as specifically set forth in Agreement.
5. Provider agrees and warrants that Provider has examined any and all items of City personal property, including City equipment, inventory, furnishings and supplies located at or on Tennis Facilities and used thereon in accordance with Agreement, and more particularly those certain items of City personal property which are specifically described and listed and Provider accepts all such items of City personal property in their present condition as is. City personal property includes – eight bar chairs, two maintenance carts, 36 court benches, 139 outside chairs, eight umpire chairs, eight six foot tables, 16 outside tables, two hand-held blowers, four inside chairs, one small table, two televisions, three computers, 19 court water coolers with stands, two ice machines, 44 court score keepers, five 16 foot bleachers, two ten row bleachers, four electric water fountains, one set of marquis letters, one golf cart, four ladders, tools for clay court maintenance, one lawn mower, one barbeque grill, six clay court foot baths, eight ladies room lockers, two two-drawer filing cabinets, one five drawer filing cabinet, one full-sized refrigerator, and one small-sized refrigerator.
6. Provider agrees and warrants that Provider shall maintain all City personal property in good operating condition and shall report to the City any dangerous condition immediately, or any disrepair within one business day.
7. Provider agrees and warrants that all City personal property shall remain property of City and shall not be removed for any reason or at anytime whatsoever.
8. City personal property notwithstanding, Provider agrees and warrants that Provider will provide all of Provider owned equipment, furnishings and supplies pursuant to this Agreement.
9. Provider agrees and warrants that Provider shall provide and utilize Provider owned computerized tracking system required in connection with the provision of services under Agreement.

10. Provider agrees and warrants that upon expiration or early termination of Agreement, Provider shall surrender Tennis Facilities, including all items of City personal property, to City in substantially the same condition as such Tennis Facilities and such items of City personal property were in on Effective Date.
- B. City reserves to itself the right of access in, over, under and through Tennis Facilities to perform its maintenance obligations and other obligations under Agreement, and in furtherance of the following:
1. City may enter and utilize Tennis Facilities at any time for purposes of providing all maintenance and repair of Tennis Facilities and Premises as necessary and required for the continuous, uninterrupted and effective provision of Services under Agreement.
 2. City may enter and utilize Tennis Facilities at any time for purposes of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In this regard, Provider understands and agrees that City shall bear no responsibility or liability for disruption or interference with Provider's use of Tennis Facilities, but City will make reasonable efforts to minimize such interference.

VI. OWNERSHIP OF DOCUMENTS:

Provider understands and agrees that any information, document, report or any other material whatsoever, and specifically including all data and information that is stored on any computer utilized by Provider to provide services under Agreement, regardless of whether such computers are owned by City or Provider, such information to be provided in a format required by City, and or which is otherwise obtained or prepared by Provider pursuant to or under the terms of Agreement, is and shall at all times remain the property of City. Provider understands and agrees that Provider is subject to and shall comply with Florida Statute 119, Public Records Act, as required herein in Agreement, and agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of Director of Parks and Recreation, which may be withheld or conditioned by Director of Parks and Recreation in his or her sole discretion. Provider is permitted to make and to maintain duplicate copies of the files, records, documents, etc. if Provider determines copies of such records are necessary and required subsequent to the termination of Agreement for Provider to comply with federal, state or local law or regulations, however, in no way shall the confidentiality as permitted by applicable law be breached. City shall maintain and retain ownership of any and all documents that result upon the completion of the work and Services under Agreement.

VII. AUDIT AND INSPECTION RIGHTS:

- A. City may, at reasonable times, and for a period of up to three (3) years following the termination of Agreement and all other pending matters are closed, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under Agreement.
- B. Provider agrees to provide access to the City or to any of its duly authorized representatives, to any books, documents, papers, and records of Provider which are directly pertinent to Agreement, for the purpose of audit, examination, excerpts, and transcripts.
- C. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after termination of Agreement per Florida General Records Retention Schedule, and all other pending matters are closed. Provider's failure to adhere to, or refuse to comply with, this condition shall result in the immediate cancellation of Agreement by the City.
- D. City may, at reasonable times during the term hereof, inspect Provider's work and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under Agreement conform to the terms hereof and/or the terms. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

VIII. FLORIDA PUBLIC RECORDS COMPLIANCE REQUIREMENTS:

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, Florida Statutes, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference. Further, all documents shall be retained per the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, available online.

IX. COMPLIANCE WITH FEDERAL STATE AND LOCAL LAWS:

Provider understands that agreements with local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all such applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Provider further agrees to include in all of Provider's agreements with any personnel for any Services related to Agreement this provision requiring personnel to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

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

X. CITY'S TERMINATION RIGHTS:

- A. The City, acting by and through its Mayor, shall have the right to terminate Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, the Provider shall remit all revenues collected less any expenses that have been incurred since that date. In no event shall the City be liable to Provider for any additional compensation and expenses incurred, other than that provided herein, or for any consequential or incidental damages.
- B. Mayor shall have the right to terminate Agreement, without notice or liability to Provider, upon the occurrence of an event of a material default hereunder. In such event, the City shall not be obligated to pay any amounts to Provider or services rendered by Provider after Provider's receipt of the notice of termination.

XI. INSURANCE:

A. General

Before starting and until termination of work for, or on behalf of the City, the Provider shall procure and maintain insurance of the types and limits specified.

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

B. Coverage

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.

C. Worker's Compensation

The Provider shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

D. Commercial General, Automobile and Umbrella Liability Coverages

The Provider 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 of Pensacola shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Provider agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

1. Commercial General Liability

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent contractors, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

2. Business Auto Policy

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

3. Umbrella Liability Insurance

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

E. Certificates of Insurance

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City shall be named as an Additional Insured and this contract shall be listed. If required by the City, the Provider shall furnish copies of the Provider'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. If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Provider shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate 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 Provider shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

F. Insurance of the Provider primary

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

G. Loss Control and Safety

The Provider 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 Provider shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Provider for the protection of all persons, including employees and property. The Provider shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

H. Hold Harmless

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

I. Pay on Behalf of the City

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

XII. NONDISCRIMINATION:

Provider represents to the City that Provider does not and will not engage in discrimination to the youth, their families, caretakers, guardians or observers on the basis of race, color, religion, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). Provider further covenants that no otherwise qualified individual shall, solely by any of the foregoing reasons be excluded from participation in, be denied services, or subject to discrimination under any provision of Agreement.

XIII. ASSIGNMENT:

Agreement shall not be assigned by Provider, in whole or in part, and Provider shall not assign any part of its operations, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion through the Mayor.

XIV. NOTICES:

All notices or other communications required under Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO PROVIDER:

TO THE CITY:

Mayor
222 W. Main Street
Pensacola, Florida 32502
(850) 435-1625

WITH COPIES TO:

Director, Department of Parks and Recreation
222 W. Main Street
Pensacola, Florida 32502
(850) 435-5679

Risk Manager, Department of Risk Management
222 W. Main Street
Pensacola, Florida 32502
(850) 435-1613

XV. DEFAULT AND REMEDIES:

- A. Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Escambia County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
- B. Title and paragraph headings are for convenient reference and are not a part of Agreement.
- C. No waiver or breach of any provision of Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D. Should any provision, paragraph, sentence, word or phrase contained in Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pensacola, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then the same shall be deemed severable, and in either event, the remaining terms and provisions of Agreement shall remain unmodified and in full force and effect or limitation of its use.
- E. Provider shall comply with all applicable laws, rules and regulations in the performance of Agreement, including but not limited to, licensure and certifications required by law for professional service providers.
- F. Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

XVI. SUCCESSORS AND ASSIGNS:

Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

XVII. INDEPENDENT PROVIDERS:

The Provider shall perform all work and services described in, and in accordance with, the Contract. The Provider warrants that all equipment, materials, and workmanship furnished, whether furnished by Provider or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Provider further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Provider shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Provider is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Provider.

XVIII. CONTINGENCY CLAUSE:

Funding for Agreement is contingent on the availability of funds and continued authorization for program activities and Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days written notice.

XIX. FORCE MAJEURE:

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sinkhole, other natural disasters, epidemic, pandemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

XX. CITY NOT LIABLE FOR DELAYS:

Provider hereby understands and agrees that in no event shall the City be liable for, or responsible to Provider or any personnel, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable

proceedings or on account of any delay(s) for any cause over which the City has no control.

XXI. USE OF NAME:

Provider understands and agrees that the City is not engaged in research for advertising, sales promotion, or other publicity purposes. Provider is allowed, within the limited scope of normal and customary marketing and promotion of its work, to use the general results of Services under Agreement and the name of the City. The Provider agrees to protect any confidential information provided by the City and will not release information of a specific nature without prior written consent of the Mayor in accordance with Florida state statutes.

XXII. NO CONFLICT OF INTEREST:

Pursuant to Chapter 112, Florida Statutes and Pensacola City Code Chapter 2-5, Sections 2-5-1 through 2-5-4 regarding conflicts of interest, Provider hereby certifies to City that no individual member of Provider, employee, or personnel under Agreement, nor any immediate family member of any of the same is also a member of any board, commission, or agency of the City. Provider hereby represents and warrants to the City that throughout the term of Agreement, Provider and its personnel will abide by this prohibition of the City Code.

XXIII. NO THIRD-PARTY BENEFICIARY:

No persons other than the Provider and the City (and their successors and assigns) shall have any rights whatsoever under Agreement.

XXIV. SURVIVAL:

All obligations (including but not limited to indemnity and obligations to defend and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination of Agreement shall survive such expiration or earlier termination.

XXV. MANDATORY USE OF E-VERIFY SYSTEM:

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

PROVIDER

CITY OF PENSACOLA

(Provider's Name)

Mayor, D.C. Reeves

By _____
Member

City Clerk, Ericka L. Burnett

(Printed Member's Name)

Approved As To Substance:

By _____
Member

Parks and Recreation Director

(Printed Member's Name)

Legal in form and valid as drawn:

Heather Lindsay, Assistant City Attorney

Attachment "A"

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

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

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

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

**THE OFFICE OF THE CITY CLERK, (850) 435-1715
PUBLCRECORDS@CITYOFPENSACOLA.COM
222 WEST MAIN STREET, PENSACOLA, FL 32502**

INSURANCE AND INDEMNIFICATION

Attachment "B"

GENERAL

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

COVERAGE

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.

Worker's Compensation

The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence for liability must be provided. If the required limits of liability afforded should become impaired by reason of any claim, then the Lessee agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Lessee shall furnish copies of the Lessee'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.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate 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 Lessee shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

The Lessee shall retain control over its employees, agents, servants, 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 Lessee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees and property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and persons employed or

utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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

EXHIBIT A
ROGER SCOTT TENNIS CENTER MAINTENANCE PLAN

	Routine Maintenance					Periodic Maintenance				Responsible Party	Notes
	Daily	Weekly	Bi-weekly	Monthly	1 Year	3 Year	5-6 yrs	15 years	As needed		
Tennis Courts											
Clean/Blow the court surface to remove debris and prevent slips and falls	X									RSTC Operator	
Check the net tension and make adjustments as needed	X									RSTC Operator	
Inspect the court surface for any signs of cracks, holes, or other damage daily; Conduct thorough annual inspection; Report any issues to the City	X				X					RSTC Operator	
Inspect Lights and report burnt out fixtures or damage to City		X								RSTC Operator	
Check and maintain the court drainage system		X								RSTC Operator	
Monitor windscreens for damage and after storms; Repair as needed or report to the city if replacement is needed.				X					X	RSTC Operator	
Inspect fences/gates for damage and after storms; Report damages to the City				X					X	RSTC Operator	City Repairs
Use power washer to remove algae/sticky debris buildup									X	RSTC Operator	
Repair dips in backboard							X			City	
Order and replace windscreens if deteriorated or damaged							X			City	Operator installs
Order and repace nets									X	RSTC Operator	
Resurface/restripe acrylic							X			City	
Grind and resurface asphalt and resurface/restripe acrylic								X		City	
Clay Courts											
Brush/rake/sweep the court surface to groom courts, remove any loose material, divets, and maintain proper texture	X									RSTC Operator	
Check for surface damage and low spots and add material/ level as needed				X						RSTC Operator	
Roll courts to keep lines down and courts firm				X						RSTC Operator	
Replace lines as they deteriorate/shed									X	RSTC Operator	
Check and adjust the net tension as needed	X									RSTC Operator	
Check and maintain the court drainage system		X								RSTC Operator	
Inspect low end of courts and remove excess material		X								RSTC Operator	
Ensure proper water application to keep the court surface moist		X								RSTC Operator	
Check sub-surface irrigation system to ensure proper functioning; Report major irrigation repair needs to the City				X						RSTC Operator	City repairs
Winterize/protect irrigation system if freezing temps expected									X	RSTC Operator	
Remove any weeds growing in the court		X								RSTC Operator	
Monitor windscreens for damage and after storms; Repair as needed or report to the city if replacement is needed				X					X	RSTC Operator	
Inspect fences/gates for damage and after storms; report damages to the City				X					X	RSTC Operator	City repairs
Ensure proper storage and maintenance of court maintenance equipment	X									RSTC Operator	
Inspect Lights and report burnt out fixtures or damage to City		X								RSTC Operator	
Regularly check court temperature and adjust maintenance schedule as needed										RSTC Operator	
Order and replace windscreens if deteriorated							X			City	Operator installs
Order and repace nets									X	RSTC Operator	
Order and add 1500lb of clay per court annually as needed					X					City	Operator installs
Laser Grade and resurface courts							X			City	

	Routine Maintenance					Periodic Maintenance				Responsible Party	Notes
	Daily	Weekly	Bi-weekly	Monthly	1 Year	3 Year	5-6 yrs	15 years	As needed		
Grounds & Landscaping											
Trim and edge around court to maintain its uniform appearance			X							City	
Pressure Wash sidewalks/bleachers					X					RSTC Operator	
Mow Lawn Areas			X							City	
Maintain Landscaping around Office Pro Shop and grounds			X							City	
Trim trees									X	City	
Inspect storm drainages for blockages and keep free of debris; report major drainage issues to the City.				X					X	RSTC Operator	
Clean and Blow Parking Lot				X						RSTC Operator	
Restripe parking stalls						X				City	
Resurface and restripe asphalt								X		City	
Inspect Irrigation system monthly and repair as needed				X					X	City	
Inspect backflow					X					City	
Amenities & Furnishings											
Clean drinking fountain(s)	X									RSTC Operator	
Replace drinking fountain(s)									X	City	
Repair damage to Domestic Water lines									X	City	
Winterize drinking fountain and de-winterize in spring					X					City	
Clean and maintain seating, shading structures, and misc. amenities	X									RSTC Operator	
Replace bleachers									X	City	
Replace benches and seating									X	City	
Replace shade fabric									X	City	
Buildings and Structures											
Clean and restock Restrooms	X									RSTC Operator	
Clean office/pro shop	X									RSTC Operator	
Wash windows office/pro shop				X						RSTC Operator	
Deep clean carpets and flooring					X					RSTC Operator	
Inspect buildings for rodent damage or pest activity monthly; conduct pest control measures as needed				X					X	RSTC Operator	
Repaint Patio Area Exterior								X		City	
Repaint Office/Pro shop Exterior								X		City	
Maintain and replace patio fans									X	City	
Inspect roofing and gutter system					X					City	
Maintain HVAC systems and replace filters									X	City	
Properly secure windows, doors and any openings at the end of each day and keep closed in advance of storms	X								X	RSTC Operator	
Inspect interior of office and restrooms around windows, doors, plumbing fixtures and floors for leaks; report repair needs to the City				X						RSTC Operator	
Capital/ deferred maintenance needs for City review as of 2-14-2024											
Review Plan to Resurface/Turn Courts 13-18 into Clay											
Review Plan to Resurface/Turn Courts 29 into Clay											
New golf cart for sweeping/rolling											
Privacy fence for storing equipment											
New bleachers, chairs for spectators											
Office Light switches											
Patio Roof rot, install gutter system											



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-303

City Council

4/11/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF BID NO. 24-015 - ASPHALT CONSTRUCTION SERVICES

RECOMMENDATION:

That City Council award the contract for Bid No. 24-015 for the Asphalt Construction Services as an annual renewable contract to Roads, Inc. of NWF, the lowest and best responsible bidder, in the amount not to exceed \$1,000,000.00 per Fiscal Year. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this 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:

This project is to perform roadway pavement overlays and general asphalt services. Public Works plans to utilize this Asphalt Construction Services contract for up to \$1,000,000 per year to repave and rehabilitate city streets. The plan is to issue work via several task orders for the contract. Additional City Departments are able to utilize this contract for repaving needs utilizing their own funding sources. The bid tabulation form and quantities in the base bid were created to obtain unit pricing for all items listed to perform multiple projects, in order to compare contractors' bids and determine a low bidder.

All the city streets were scanned, evaluated, and assigned a Pavement Condition Index (PCI) score last fiscal year. A PCI score of 100 is a freshly paved roadway in new condition. Each of the more than 5,000 city street blocks were assigned scores and ranked. The first task order to the contractor will tackle the worst of the worst rated city streets with PCI scores defined as serious or very poor. There are two street blocks rated serious (>25 PCI score) and approximately 74 street blocks rated very poor (40-25 PCI score). These approximately 74 city street blocks may be split into multiple task orders for pavement resurfacing, grouped by geographical areas and based on funding availability.

In subsequent years, as funding becomes available, task orders are planned to work on city streets rated in poor condition. Approximately 435 city street blocks are rated in poor condition

(55-40 PCI score). To complete resurfacing of the poor condition streets, those street blocks will be grouped by geographic areas and lower numerical PCI scores starting in the southwest corner of the city and moving towards the northeast corner of the city. The majority of the lowest PCI scores are in the southern half of the city. The rehabilitation for the poor condition roadways is estimated at more than \$10,000,000, with no funding currently programmed for these roadways.

PRIOR ACTION:

None.

FUNDING:

Budget: \$1,579,061 LOST IV Funding - Pavement Management Program

FINANCIAL IMPACT:

Sufficient funding exists in LOST IV budget accounts in FY24 to cover the first fiscal year and part of the second fiscal year. This action will allow the funding that is in the LOST IV - Pavement Management Program account to be used for paving streets throughout the city.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/26/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director of Public Works & Engineering

ATTACHMENTS:

1. Bid Tabulation
2. Vendor List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 24-015
TITLE: ASPHALT CONSTRUCTION SERVICES

Submittals Due:	ROADS, INC.	PANHANDLE	C.W. ROBERTS
02/27/2024, 10:00 A.M.	OF NWF	GRADING &	CONTRACTING,
Department:		PAVING, INC.	INC.
Public Works	Cantonment, FL	Pensacola, FL	Pensacola, FL

Base Bid	\$202,185.50	\$531,294.00	\$555,515.50
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DRAFT

Submittal Due Date: 02/27/24

Bid No.: 24-015

**FINAL VENDOR REFERENCE LIST
ASPHALT CONSTRUCTION SERVICES
PUBLIC WORKS & FACILITIES**

Vendor : Name	Address	City	St	Zip	SMWBE
067544 AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
077498 ALL PHASE CONSTRUCTION OF NWFL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
068495 ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
003350 ASPHALT SEALCOATING & SEALCOATING CO INC	3358 PURSELL LANE	PENSACOLA	FL	32526	
082843 B & P CONSTRUCTION OF NORTHWEST FL LLC	8819 FIGLAND AVE	PENSACOLA	FL	32534	
053457 BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	
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
078639 C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045 CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
049653 CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
070552 EMERALD COAST MILLING & SERV	7370 KACANAUGH RD	MILTON	FL	32570	Y
087144 GANNETT MEDIA CORP DBA GANNETT FLORIDA LOCALIQ	P O BOX 631244	CINCINNATI	OH	45263	
053862 GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
074076 GRAY SERVICE PAVERS CO INC	8121 LILLIAN HWY LOT 90	PENSACOLA	FL	32506	
000591 GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
074827 GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST	PENSACOLA	FL	32501	
017352 GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662 H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
001597 HEATON BROTHERS CONSTR CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	
074292 INFRASTRUCTURE SPECIALTY SERVICES INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
084618 ISS AMERICA SOUTH INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
071564 JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
043857 KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
074545 LAM CONSTRUCTION LLC	2152 HORN ROAD	MILTON	FL	32570	Y
068161 LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
052456 MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	
060998 MIXON, ALBERT DBA QUALITY SHEETROCK & PAINTG CNTRCTRS LLC	116 SOUTH DONELSON ST	PENSACOLA	FL	32502	Y
073522 MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES ST	PENSACOLA	FL	32501	Y

Submittal Due Date: 02/27/24

Bid No.: 24-015

**FINAL VENDOR REFERENCE LIST
ASPHALT CONSTRUCTION SERVICES
PUBLIC WORKS & FACILITIES**

Vendor	Name	Address	City	St	Zip	SMWBE
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
071623	REYCO CONTRACTING SOLUTIONS LLC	2172 W NINE MILE RD	PENSACOLA	FL	32534	Y
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	
062939	THREE TRADE CONSULTANTS	5690 JEFF ATES RD	MILTON	FL	32583	Y
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2	PENSACOLA	FL	32534	Y

Vendors: 41



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-276

City Council

4/11/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

CITY OF PENSACOLA SWIMMING FACILITY MANAGEMENT AGREEMENT

RECOMMENDATION:

That City Council approve the Swimming Facility Management Agreement with Young Men's Christian Association of Northwest Florida, Inc., for the Operation and Management of the Cecil T. Hunter Swimming Facility and the Roger Scott Swimming Facility. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2009, Parks and Recreation solicited proposals from three Aquatic Management Companies for the Management and Operation of the Cecil T. Hunter Swimming Pool for a term of one year. After a thorough review, staff recommended contracting with the YMCA of Northwest Florida and this item was approved unanimously by the City Council.

During 2010, there were renovations and improvements to Cecil T. Hunter Swimming Pool. Staff chose to operate the renovated facility in 2011. Therefore, there were no agreements during this period.

In 2013, the city negotiated with YMCA of Northwest Florida for the Management and Operation of the Cecil T. Hunter Swimming Pool and, in addition, the Roger Scott Swimming Facility and entered into a Swimming Facility Management Agreement for a term of 3 years.

Subsequent years, Agreements have been negotiated and executed with the last Agreement expiring on the Closing Day of the 2023 Swim Season.

Approval of the City of Pensacola Swimming Facility Management Agreement will continue the services with Young Men's Christian Association of Northwest Florida, Inc., for a term of one (1) year during the 2024 Swim Season expiring on the Closing Day of the 2024 Swim Season.

PRIOR ACTION:

March 23, 2009 - City Council approved the YMCA of Northwest Florida Management and Operation of Cecil T. Hunter Swimming Pool - FY 2009 Swimming Season.

FUNDING:

Budget:	\$275,000	Reimbursable Expense
	<u>30,000</u>	Management Fee
	\$305,000	Total
Actual:	\$305,000	Maximum Amount Allowed

FINANCIAL IMPACT:

Accordance with the terms and subject to the conditions of this Agreement the City shall be solely responsible for the payment of all costs, one-time expenditures, and capital expenditures and shall reimburse the YMCA monthly for all costs, one-time expenditures, and capital expenditures paid, advanced or incurred by the YMCA credited by the total amount of monthly revenues collected by YMCA up to the maximum amount allowed under the Agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/29/2024

STAFF CONTACT:

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

ATTACHMENTS:

1. City of Pensacola Swimming Facility Management Agreement

PRESENTATION: No

**CITY OF PENSACOLA SWIMMING
FACILITY MANAGEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF PENSACOLA, a Florida municipal corporation (the “City”) and YOUNG MEN’S CHRISTIAN ASSOCIATION OF NORTHWEST FLORIDA, INC., a Florida not-for-profit corporation (the “YMCA”).

WITNESSETH:

WHEREAS, the City is the owner of the Cecil T. Hunter Swimming Facility located at 200 East Blount Street, Pensacola, Florida, and the Roger Scott Swimming Facility located at 2130 A Summit Boulevard, Pensacola, Florida;

WHEREAS, the City and the YMCA have agreed that the YMCA shall operate, maintain and manage the Hunter Pool (hereinafter defined) and Scott Pool (hereinafter defined) during the 2024 Swim Season (hereinafter defined) upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other goods and valuable consideration, the City and the YMCA hereby agree as follows:

(1) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

(2) **Definitions.**

(a) “Capital Expenditures” shall mean expenditures to acquire assets for use at Hunter Pool or Scott Pool with an initial, individual cost of more than \$5,000.00 and an estimated useful life greater than one year.

(b) “City” shall mean the City of Pensacola, a Florida municipal corporation.

(c) “Closing Day” shall mean the last day of each Swim Season.

(d) “Costs” shall mean all direct costs and expenses of operating and maintaining the Hunter Pool and the Scott Pool, as budgeted or otherwise authorized by the City, including the direct costs of YMCA and leased employees performing services under this Agreement, but expressly excluding Capital Expenditures.

(e) “Effective Date” shall mean the date first set forth above which shall be the date this Agreement is fully executed by both parties.

(f) “Hunter Pool” shall mean only that portion of the Cecil T. Hunter Swimming Facility which is enclosed by the fence and includes the main building, swimming pool, pool deck, and cashier’s area. The term “Hunter Pool” does not include the fence itself, the parking lot or any other areas or improvements outside of the fence. Except to the extent of the YMCA’s negligence, the YMCA shall have no responsibilities with respect to the fence, the parking lot or any areas outside of the fence at the Cecil T. Hunter Swimming Facility.

(g) “Including” (which shall be used in the lower case) shall mean “including but not limited to.”

(h) “Monthly Invoice” is defined in Section 5 below.

(i) “One Time-Expenditure” shall mean an item of Cost paid, advanced or incurred by the YMCA which is unpredictable and randomly occurring and with respect to which the YMCA was required to devote minimal time or effort. An example of a One-Time Expenditure would be replacement of a pool pump where the YMCA was required to do little more than make a telephone call.

(j) “Opening Day” shall mean the first day of each Swim Season.

(k) “Revenues” shall mean all gross receipts and revenues of any kind generated at the Hunter Pool or the Scott Pool during each Swim Season, including daily admission fees, locker fees, vending machine receipts, swim lesson fees, private party fees and other user fees.

(l) “Scott Pool” shall mean only that portion of the Roger Scott Swimming Facility which is enclosed by the fence and includes the building, swimming pool, pool deck, and cashier’s area. The term “Scott Pool” does not include the fence itself, the parking lot or any other areas or improvements outside of the fence. Except to the extent of the YMCA’s negligence, the YMCA shall have no responsibilities with respect to the fence, the parking lot or any areas outside of the fence at the Scott Swimming Facility.

(m) “Swim Season” shall mean Memorial Day weekend through Labor Day weekend of each year for Normal Operating Hours as defined in Section (9)(a); provided that both parties may mutually agree to open earlier or remain open later.

(n) “Term of this Agreement” is defined in Section 4 below.

(o) “YMCA” shall mean the Young Men’s Christian Association of Northwest Florida, Inc., a Florida not-for-profit corporation.

(3) Management and Operation of the Hunter Pool and Scott Pool. During each Swim Season, the YMCA shall operate and manage the Hunter Pool and the Scott Pool in accordance with the terms and subject to the conditions of this Agreement.

(4) Term of Agreement. This Agreement shall commence on the Effective Date and shall terminate at the close of Normal Operating Hours on Closing Day of the 2024 Swim Season (such time period being hereinafter referred to as the “Term of this Agreement”), unless sooner terminated by a party in accordance with the terms of this Agreement or unless renewed or extended pursuant to a written agreement duly executed by both parties. Unless otherwise provided in a written instrument executed by both parties, the terms of this Agreement shall apply to all renewals and extensions of this Agreement. This Agreement may be terminated by the City or by the YMCA for convenience upon ninety (90) days’ prior written notice by the terminating party to the non-terminating party.

(5) Monthly Invoices for Costs, Capital Expenditures and YMCA Compensation.

(a) The City shall be solely responsible for the payment of all Costs, One-Time Expenditures, and Capital Expenditures and shall reimburse the YMCA monthly for all Costs, One-Time Expenditures, and Capital Expenditures paid, advanced or incurred by the YMCA credited by the total amount of monthly Revenues collected by the YMCA in accordance with this section and with the budget in Schedule 2, 2024 Swim Season Budget (“Schedule 2”), attached hereto and incorporated herein by this reference. The parties acknowledge and agree that the reimbursable expenses for YMCA pool operations is incorporated in the City of Pensacola Annual Budget for FY24 in the amount of \$275,000. The YMCA agrees not to exceed this amount without prior written authorization from the city. Both parties acknowledge and agree that some budgeted amount must be ascertainable to the City in advance, however, the parties also acknowledge and agree that Schedule 2 of this Agreement is based on current circumstances and planning predicable at the time of execution of this Agreement. In the event of unforeseen future changes resulting in variances from Schedule 2, YMCA shall immediately notify in writing the City of Pensacola’s Parks and Recreation Director or authorized designee; by email or post to 222 West Main Street, Pensacola, FL 32502. Nothing herein shall be construed to allow YMCA to exceed their total allocated budget without prior written permission from the City. Both parties acknowledge and agree that if written permission to exceed the budget is not given, the City may need to reduce operating hours, increase fees, or take other measures to reduce reimbursable pool operation expenses so the YMCA does not exceed their swim season budget and the YMCA agrees to work amicably with the City to facilitate such measures. Additionally, any purchase greater than Twenty-Five Thousand Dollars (\$25,000) must be approved by the City in writing.

(b) On or before the fifteenth (15th) day of each month during the Term of this Agreement, the YMCA shall submit to the City an itemized invoice (the “Monthly Reimbursement Invoice”) listing all Costs, One-Time Expenditures, and Capital Expenditures paid, advanced or incurred by the YMCA during the preceding calendar month, together with other supporting documentation as the City may reasonably request. Without limiting the generality of the foregoing, each Monthly Invoice shall have as support the total amount of personnel expense by employee type. For purposes of this Agreement, the Agreed All-Inclusive Hourly Rates for YMCA Management Personnel are listed in Schedule 1 attached hereto and incorporated herein by reference (“Schedule 1”). Schedule 1 shall be amended prior to each Swim Season to reflect the then-current hourly wage or salary rates of such employees. The Monthly Invoice shall also detail the Revenues collected in accordance with Section (6) below and reduce the total Monthly Reimbursement Invoice.

(c) As compensation for the services rendered by the YMCA for the Swim Season, under this Agreement, The City shall pay the YMCA a management fee in the amount of \$15,000 per pool for a total of \$30,000 (“Management Fee”). The parties acknowledge and agree that, in the event one or both of the pools are not operated by the YMCA for any period of time in excess of fifteen (15) consecutive calendar days during the Swim Season the Management Fee shall be prorated based on the number of actual days of operation per pool per month. On or before the fifteen (15th) day of each month during the Swim Season, the YMCA shall submit to the City an invoice (the “Monthly Compensation Invoice”).

(d) Monthly Reimbursement Invoices and Monthly Compensation Invoices are hereinafter referred to individually, together and interchangeably as a “Monthly Invoice”. The City shall pay each Monthly Invoice within forty-five (45) days after receipt thereof including all necessary supporting documentation. The City shall pay a late charge equal to five percent (5%) of the amount of any Monthly Invoice that is not paid within such forty-five (45) day period in accordance with Florida Statute 218.74.

(6) Revenues. The YMCA shall collect all Revenues and shall keep written records of daily receipts of Revenues. The YMCA shall itemize all Revenues collected and received by the YMCA during the preceding calendar month on the Monthly Reimbursement Invoice, together with an itemized information sheet showing daily attendance at the pools and the sources of such Revenues and the daily records of such Revenues and other supporting documentation as the City may reasonably request.

(7) YMCA’s Responsibilities.

(a) **General Operation; Pre-Opening and Closing Inspection.** During each Swim Season, the YMCA shall operate the Hunter and Scott Pools in accordance with all applicable laws, rules and regulations (including local health department regulations) and with the minimum safety standards required by the City, including the City’s age-group standards. So long as the YMCA complies with the requirements of the preceding sentence, the YMCA, in its discretion, may operate the Hunter and Scott Pools in accordance with such other or higher standards as the YMCA deems desirable or as may be required by the YMCA’s insurance carriers. The YMCA shall have the sole right and responsibility to determine the number and qualifications of all personnel performing services at the Hunter and Scott Pools, including lifeguards, and to determine all equipment required for the safe and efficient operation of the Hunter and Scott Pools. Prior to Opening Day of each Swim Season, the YMCA shall inspect the Hunter and Scott Pools and shall provide to the City a written opening inspection report listing (i) required repairs or replacements and (ii) additional items of equipment deemed necessary by the YMCA in order to operate the Hunter and Scott Pools in a safe and efficient manner. The City, at its expense, shall either promptly perform such repairs and replacements and provide such additional items of equipment or, with the YMCA’s consent, authorize the YMCA to perform such repairs and replacements and/or to procure such additional items of equipment. Within 10 days after the close of the Swim Season the YMCA shall provide to the City a listing of all inventory and hard goods on hand at the Hunter and Scott Pools. Within 5 days of receipt of the inventory listing, the City shall inspect

the Hunter and Scott Pools to verify the inventory count and ensure that no repairs or replacements are necessary or warranted.

(b) Programs, Events, Activities and Fees. The City authorizes the YMCA to conduct or allow, during each Swim Season, such open swimming, programs, events and activities at the Hunter and Scott Pools as the YMCA deems desirable; provided that the fees and charges for the use of the Hunter and Scott Pools shall be determined by the City in its sole discretion. The 2024 Fee Schedule is attached hereto and incorporated herein by this reference as Schedule 3 (“Schedule 3”).

(c) Staffing. During each Swim Season, the Hunter and Scott Pools shall be staffed solely by YMCA personnel, all of whom shall be employees of the YMCA and not employees of the City; provided that the YMCA, at its option, may “lease” any or all of such employees. The YMCA shall pay or cause to be paid wages, state unemployment insurance, federal unemployment insurance, workers’ compensation insurance and normal and customary benefits (if any) with respect to each such YMCA employee, and all such amounts paid to or on behalf of each such YMCA employee shall be considered to be Costs for which the City shall reimburse the YMCA in accordance with Section (5) above. The YMCA shall also withhold, or cause to be withheld, income taxes, social security and any other amounts required by law to be withheld from the wages payable to each such YMCA employee.

(d) Additional YMCA Personnel Requirements. The YMCA shall perform or comply with the following provisions:

1. The YMCA shall train all personnel working at the Hunter and Scott Pools during each Swim Season. YMCA shall provide to the City copies of all training logs for YMCA staff performing services under this Agreement within ten (10) business days of written request by the City.
2. All YMCA personnel working at the Hunter and Scott Pools shall have proper credentials and training and shall comply with Florida Statutes regulating public swimming and bathing facilities pertaining to pool service technicians, swimming instructors and lifeguards. Without limiting the generality of the foregoing, all YMCA lifeguards at the Hunter and Scott Pools shall have current certifications issued by the YMCA, Red Cross, Ellis, Starguard or other nationally recognized lifeguard certifier. YMCA shall provide to the City copies of current certifications for all YMCA staff performing services under this Agreement within ten (10) business days of written request by the City.
3. All YMCA personnel working at the Hunter and Scott Pools shall be required to complete a State approved background check and a drug test from a site approved by the YMCA prior to employment. The YMCA shall confirm with the City that all YMCA personnel working at the Hunter and Scott Pools have had an approved background check and a drug test and

YMCA shall provide to the City copies of such documentation within ten (10) business days of written request by the City.

4. All on-duty YMCA personnel working at the Hunter and Scott Pools shall wear a YMCA-approved uniform for men and women.
5. All YMCA personnel working at the Hunter and Scott Pools shall be required to participate in the YMCA's orientation training and YMCA shall provide to the City documentation of such within ten (10) business days of written request by the City
6. All on-duty YMCA personnel working at the Hunter and Scott Pools shall have the authority to enforce all City and YMCA rules applicable at the Hunter and Scott Pools and to discipline anyone inside the Hunter and Scott Pools in accordance with the published and posted rules of the City and the YMCA.
7. The YMCA's full time management staff, primarily the YMCA's Aquatics Director, shall supervise all YMCA personnel working at the Hunter and Scott Pools.

(e) Personnel Responsibilities. YMCA personnel shall perform the following duties at the Hunter and Scott Pools:

1. Lifeguard main pool and zero depth entry pool.
2. Check water chemistry and record readings as required by Health Department. The YMCA shall provide the chemical logs upon request of the City within ten (10) business days of written request by the City.
3. Maintain chlorine and pH balance of pool water as required.
4. Clean tiles around pool edge as needed.
5. Run filtration system continually and back wash filtration system as needed.
6. Clean pump system hair and lint strainer basket(s) as needed.
7. Pick up trash in swimming pool area as needed.
8. Vacuum pool as needed.
9. Empty trash receptacles as needed.

10. Straighten deck furniture as needed.
11. Clean bathhouse facilities daily and inspect between swim sessions.
12. Replenish janitorial supplies in bathhouse as needed.
13. Enforce City and YMCA rules for the safety and convenience of all pool users.
14. Appropriately address any inappropriate actions by any swimming pool participants.
15. Call 911 if a situation warrants.
16. Report to City (verbally and in writing) all incidents that require any first aid treatment or medical attention (if known).
17. Lock and secure facility upon closing (if applicable).
18. Man the Hunter and Scott Pools entrance and handle all admissions to facility.
19. Conduct a walkthrough of the facilities to ensure vacancy between swim sessions and prior to closing.
20. Develop and manage aquatic programs.
21. Develop cash management system.

(f) Pool Opening Duties. After the closing of the pool each day and before opening the pool the following day to swimmers, the YMCA shall complete the following on a daily basis or as required:

1. Clean pool (pool must be algae free).
2. Clean off pool deck.
3. Inspect pool test kits.
4. Visually inspect all filtration equipment, chemical feed pumps, gauges, flow meters and pressure gauge.
5. Visually inspect all skimmers, vacuum, returns, and deck hardware.
6. Visually inspect slides, guard chairs and ladders.

7. Clean bathhouse.
8. Apply all necessary chemicals to establish proper levels in accordance with paragraph (g) below.
9. Set out and clean deck furniture.
10. Clean and organize office, guard room, pump room, and storage facilities on site.

(g) Water Quality. YMCA shall be responsible for maintaining the condition of the swimming pool water within the requirements of the local health department while pool is open to swimmers. YMCA shall monitor, record and maintain the appropriate levels of free chlorine, pH, total alkalinity, calcium hardness and cyan uric acid. YMCA shall take reasonable measures to ensure proper water quality at all times, including at closing, but the City acknowledges that water quality will change hourly based on the elements and other matters beyond the YMCA's control. Accordingly, the YMCA shall not be liable for any loss of revenues, damage to equipment or other damage resulting from improper water quality unless such improper water quality is solely caused by the negligence, recklessness or intentional wrongful misconduct of YMCA personnel. If, in the discretion of the YMCA, it is determined that the water quality is insufficient to properly operate the pool at opening or any other time, the YMCA shall have the right to close the pool for such period of time as shall be necessary to correct the water quality, without any change or adjustment of the provisions of this Agreement. Further, the YMCA shall close the pool and appropriately treat the pool water as required by applicable laws, rules and regulations in the event that the YMCA becomes aware that fecal matter, vomit or blood has contaminated the pool, without any change or adjustment of the provisions of this Agreement.

(h) Marketing. The YMCA shall assist in funding mutually agreeable joint marketing and promotional efforts to promote the Hunter and Scott Pools and the City-YMCA collaboration.

(i) Chemicals. Subject to the provisions of Section 7(a) above, prior to Opening Day of each Swim Season and from time to time as needed during each Swim Season, the YMCA, shall purchase and supply all pool chemicals necessary to maintain proper water chemistry and quality pursuant to Section 7(g) above, to include as necessary: chlorine, diatomaceous earth, algaecide, calcium chloride, soda ash, sodium bicarbonate, pool acid stabilizer and salt. Should additional chemicals or labor be required in order to maintain or correct pool water chemistry due to failure or breakdown of pool equipment or loss of water due to a defect in or breakdown of the pool or recirculation system, YMCA shall notify City of such breakdown or defect. City will make all necessary repairs as quickly as possible. Should the City be unable to make the repairs in a timely manner, City agrees to pay for any expenses incurred by the YMCA for additional chemicals and/or labor costs required to correct the problem.

(j) Cleaning Supplies and Equipment. Subject to the provisions of Section 7(a) above, prior to Opening Day of each Swim Season and from time to time as needed during each Swim Season, the YMCA, shall purchase and supply all necessary cleaning supplies and equipment,

including water hoses and nozzles, mops, brooms, buckets, dust pans, toilet bowl brushes and cleaners, all-purpose cleaners, disinfectants, soap, paper towels, light bulbs, trash receptacles, trash bags, gas blower and gasoline necessary to maintain exemplary management of the Hunter and Scott Pools.

(k) Pool, Lifesaving and Safety Supplies and Equipment. Subject to the provisions of Section 7(a) above, prior to Opening Day of each Swim Season and from time to time as needed during each Swim Season, the YMCA shall purchase and supply all necessary pool, lifesaving and safety supplies and equipment, including a complete first aid kit and first aid supplies satisfactory to the YMCA and in compliance with local health department regulations, an Automatic External Defibrillator (“AED”), life jackets, ring buoys, throw ropes, rescue tubes, swim aids, lifeguard stand with umbrella, pool chemical test kit and chemical feed pump.

(l) Internal Controls, Records, Audit and Budgets. The YMCA shall establish and maintain internal controls adequate to ensure that all Costs paid, advanced or incurred by the YMCA are properly supported, approved and included in a budget approved by the City and that all Revenues are collected, deposited timely and reflected on the Monthly Invoice to the City. All such Costs paid, advanced or incurred by the YMCA pursuant to such approved budget are hereby deemed approved by the City, and the YMCA is hereby authorized to make expenditures in accordance with such approved budget without further requests to or authorization from the City. YMCA shall keep a separate accounting of City funds and keep records and accounts of its financial affairs relating to the operation and management of the Hunter and Scott Pools which shall be available for examination and audit by the City for a period of three (3) years following the termination of this Agreement and all other pending matters are closed. Upon request, the YMCA shall produce all documents required by the City’s auditors detailing the expenditure of City monies. Further, the YMCA shall furnish, if otherwise available and if requested by the City, a copy of any audit report or other financial examination report of YMCA operations during the Term of this Agreement prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

(m) Budgets. The budget for the 2024 Swim Season, which has been approved by the City and the YMCA, is attached hereto as Schedule 2 and is incorporated herein by reference. Prior to Opening Day of each Swim Season, the City and the YMCA shall agree upon a budget for such Swim Season, and Schedule 2 to this Agreement shall be amended to include such budget.

(8) City’s Responsibilities.

(a) Non-Swim Season. Except as otherwise expressly provided in this Agreement during a Swim Season, the City shall be solely responsible for the regulation, operation, care, maintenance, repair and security of the Hunter and Scott Pools.

(b) Outside the Fence Areas. At all times during the Term of this Agreement, the City shall be solely responsible for the regulation, operation, care, maintenance, repair and security of the fence surrounding the Hunter and Scott Pools and all portions of the Hunter and Scott Pools outside of such fence, including the parking lot.

(c) Access to the Hunter and Scott Pools. Beginning May 1st of each Swim Season and continuing during each Swim Season, the City shall permit the YMCA and its employees to have free and unrestricted access to the Hunter and Scott Pools. City shall provide to the YMCA three (3) sets of keys to all locks required to access and operate the Hunter and Scott Pools at least two weeks prior to Opening Day of each Swim Season. Further, the City shall provide to the YMCA three (3) sets of new keys within three (3) days prior to any change of the existing locks for the Hunter and Scott Pools. The YMCA shall provide keys to authorized personnel only. Notwithstanding the foregoing, the YMCA may at any time and from time to time, in its discretion, change any or all locks at the Hunter and Scott Pools, provided that the YMCA shall promptly provide to the City three (3) sets of new keys to each lock. In such event, the City shall provide such keys only to authorized personnel requiring access to the Hunter and Scott Pools during the Swim Season.

(d) Telephone and Other Utilities. During each Swim Season, the City, at its sole expense, shall install, activate and maintain in working order an operational touch tone, land-line telephone, capable of both receiving and sending calls, which shall be accessible to the YMCA's lifeguards at pool side. Consistent with health department regulations and for safety reasons, the pool shall be open only when the telephone is operational. The City shall also provide, at its sole expense, such other utilities services (e.g., electricity, natural gas, air-conditioned building, water and sewer, and trash/garbage pickup) as are required for the safe and efficient operation of the Hunter and Scott Pools. Should YMCA determine that internet access is required for pool operations during the Swim Season, the YMCA may facilitate the activation of the service prior to the Swim Season, provided YMCA deactivates the service at the close of the Swim Season. The City will reimburse the YMCA for the installation and cost of the internet service as mutually agreed to by the parties prior to commitment and activation of the internet service.

(e) Health Department Inspection/Notice. Prior to Opening Day of each Swim Season, the City shall provide to the YMCA the local health department's inspection and notice for the Hunter and Scott Pools indicating that the pools are in compliance with applicable rules and regulations.

(f) City's Pool Rules. Not less than two weeks prior to Opening Day of each Swim Season, the City shall provide to the YMCA a copy of the City's rules and regulations pertaining to the Hunter and Scott Pools.

(g) Maintenance, Repairs and Replacements. The City shall be solely responsible for the cost of all maintenance, repairs and replacements at the Hunter and Scott Pools, including repairs and replacements necessitated by fire, wind, water, theft, or vandalism; provided that YMCA employees shall perform the routine cleaning and maintenance services set forth elsewhere in this Agreement. Prior to Opening Day of each Swim Season, the City shall ensure that all buildings, improvements and equipment at the Hunter and Roger Scott Pools are in good working order and condition. In the event the YMCA identifies a needed item of maintenance, repair or replacement, the YMCA shall notify the City in writing, and the City shall promptly either cause such maintenance, repair or replacement work to be accomplished or shall, with the YMCA's consent, authorize the YMCA to accomplish or cause to be accomplished such maintenance, repair or replacement work. Any of the foregoing to the contrary notwithstanding, the YMCA shall be

solely responsible for the costs of repairing any damage which is solely the result of the negligence, recklessness or intentional wrongful misconduct of the YMCA or any YMCA employee. Any of the foregoing to the contrary notwithstanding, if in the YMCA's good faith judgment it would be impractical under the circumstances to give prior notice to the City, the YMCA shall be entitled to make such maintenance, repairs and replacements without prior notice to the City, but the YMCA shall give the City written notice of such repairs as soon as reasonably practical thereafter.

(h) Questions, Complaints, Comments and Suggestions. The City shall promptly communicate directly with the YMCA CEO or designee, with regard to any questions, complaints, comments and suggestions from the City or any citizen or user of the Hunter and Scott Pools concerning the Hunter and Scott Pools, the YMCA's pool staff, the YMCA's management, the YMCA's operation of the Hunter and Scott Pools, or the YMCA's performance of its obligations and services under this Agreement.

(i) YMCA Signage. The City shall allow the YMCA to display YMCA signage at the Hunter and Scott Pools, subject to the City's reasonable prior approval.

(j) Marketing. The City shall assist in funding mutually agreeable joint marketing and promotional efforts to promote the Hunter and Scott Pools and the City-YMCA collaboration.

(9) Hours of Operation; Rain Days; Pool Closing.

(a) Normal Operating Hours. The normal operating hours of the Hunter Pool during each Swim Season shall be from 9:00 a.m. to 6:00 p.m. Monday – Friday, from 10 a.m. – 6 p.m. Saturday, and from Noon to 6 p.m. Sunday. The normal operating hours of the Scott Pool during the Swim Season shall be from 8 a.m. to 7:00 p.m., Monday – Friday, from 10 a.m. – 7 p.m. Saturday, and from Noon to 6 p.m. Sunday, with the following exceptions: Upon the first day of school, pursuant to the Escambia County School District Calendar released annually by the Escambia County School District, weekdays, Monday through Friday will be closed. Additionally, on Memorial Day, July 4th, and Labor Day holidays, operating hours at Roger Scott pool will be 9:00 a.m. – 3:30 p.m. and Hunter Pool hours will be 10:30 a.m.-3:30 p.m. Weekend hours will remain unchanged. The utilization of the swimming pool (which may include, but not be limited to, open swimming, lap swimming, swim lessons, swim team practice, private parties, staff shortages and down time for cleaning) during those operating hours shall be in the discretion of the YMCA. At any time during the season, the City of Pensacola Parks & Recreation Director or designee may adjust normal operating hours at their discretion by giving the YMCA written notice.

(b) Weather-Related Pool Closings. The YMCA shall, in its good faith discretion, close the pool temporarily, for all or any part of any day or days, as and when the YMCA deems necessary or prudent because of threatened or actual inclement weather, without any change or adjustment of the provisions of this Agreement. The YMCA shall notify all user groups that have a scheduled pool activity of such closings as soon as a decision is made to close the pool for all or any part of any day or days.

(c) Emergency Pool Closings. Either the City or the YMCA may, in its good faith discretion, close the pool temporarily, for all or any part of any day or days, in the event of any

emergency caused by equipment breakdown, repairs, acts of God or other causes beyond the control of the YMCA or the City, without any change or adjustment of the provisions of this Agreement. The YMCA shall notify all user groups that have a scheduled pool activity of such closings as soon as a decision is made to close the pool for all or any part of any day or days.

(d) Closing for Remainder of Season. In the event that the pool becomes non-operational or unsafe due to unforeseen circumstances which are not the fault of either party, and as a result thereof the pool must be closed for the remainder of the then-current Swim Season, the Hunter and Scott Pools shall be closed for the remainder of the then-current Swim Season, whereupon the parties shall comply with their respective obligations under this Agreement and, in addition, shall negotiate in good faith a fair and equitable adjustment with respect to any other amounts due or owing by either party to the other as a result of such early closing.

(10) Insurance and Indemnification.

(a) During the Term of this Agreement, the YMCA, at its sole expense, shall procure and maintain insurance of the types and to the limits specified in this Section 10. The policies of insurance evidenced by the insurance certificates heretofore or hereafter submitted to the City by or on behalf of the YMCA shall be deemed acceptable to the City unless and to the extent that the City delivers to the YMCA written objections thereto specifying any perceived deficiencies within thirty (30) days after the later of the date of this Agreement or the City's receipt of the insurance certificate, whichever is later. The policies of insurance evidenced by subsequent renewal certificates submitted to the City shall be deemed acceptable to the City unless and to the extent that the City delivers to the YMCA written objection thereto specifying any perceived deficiencies within thirty (30) days after the City's receipt of the renewal insurance certificate.

(b) As used in this Section 10, the term City shall mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

(c) Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the protection of both the YMCA and the City.

(d) Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

1. Workers' Compensation. The YMCA shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, such workers' compensation insurance policy, or a separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person -accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.
2. Commercial General, Automobile and Umbrella Liability Coverage. The YMCA shall purchase coverage on forms no more restrictive than the latest

editions of the Commercial General Liability policy filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the YMCA agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

3. Commercial General Liability. Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. This policy must be endorsed to include coverage for Abuse/Molestation. Fire Legal Liability must be provided with minimum limits of \$100,000 per occurrence. The coverage shall be written on occurrence-type basis.
4. Business Auto Policy. Business Auto Policy coverage must be provided if applicable, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. Evidence of personal automobile coverage may be provided for each staff member in lieu of a business automobile policy.
5. Umbrella Liability Insurance. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage's. The coverage shall be written on an occurrence-type basis.

(e) Certificates of Insurance. Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required by the City, the YMCA shall furnish copies of the YMCA'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 YMCA 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 replaced

within a time period that is reasonable under the circumstances, in a manner reasonably acceptable to the City, the YMCA shall, upon instructions of the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521.

(f) Insurance of the YMCA Primary. The YMCA required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the YMCA's coverage. The YMCA's policies of coverage will be considered primary as relates to all provisions of the Agreement.

(g) Loss Control and Safety. The YMCA 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 YMCA shall not be deemed to be an agent of the City. In fulfilling its responsibilities under this agreement, the YMCA shall not employ or utilize the volunteer services of any person who has been convicted of or pled guilty or nolo contendere to or has had an adjudication withheld of any of the following charges: A sexual offense, child abuse, contributing to delinquency of a minor, or abuse of an elderly or vulnerable person. Reasonable precaution shall be exercised at all times by the YMCA for the protection of all persons, including employees, and property. The YMCA shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

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

(i) Indemnity by City. To the full extent permitted by applicable law, up to the limits mandated by Florida Statutes Section 768.28, City shall indemnify and hold harmless the YMCA, its officers, agents, representative, employees and volunteers, from any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, to the extent caused solely by the negligence, recklessness or intentional wrongful misconduct of the City and persons employed or utilized by the City in the performance of this Agreement.

(j) Sovereign Immunity by City. The City asserts sovereign immunity to the extent permitted by Florida law and within the limits of liability set forth in Florida Statutes Section 768.28. the City reserves the right in this agreement to assert any claim for relief to which it may be intitles in the event of a breach or injury of any kind, and further reserves the right to assert any defense available to any claim which may be asserted against it, including the defense of sovereign immunity.

(k) City Self Insurance. The City is, and shall remain at all times during the Term of this Agreement, a qualified Self-Insurer under the applicable Florida Statutes and the regulations promulgated thereunder.

(11) Default; Termination of Agreement.

(a) Default by the YMCA. In the event that the YMCA defaults under any of its obligations under this Agreement, the City may exercise any and all remedies available to it at law, in equity or under this Agreement and, in addition, may terminate this Agreement by giving the YMCA not less than ten (10) days' written notice of termination; provided that in the event that such default is a default other than for the payment of Revenues to the City pursuant to Section 6 above, the City may not give notice to terminate this Agreement nor exercise any other rights or remedies by reason of such default until the City has given the YMCA written notice of such default and the YMCA has failed to cure such default within thirty (30) days after receipt of such notice. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall the YMCA be liable to the City for consequential, special, exemplary or punitive damages.

(b) Default by the City. In the event that the City defaults under any of its obligations under this Agreement, the YMCA may exercise any and all remedies available to it at law, in equity or under this Agreement and, in addition, may terminate this Agreement by giving the City not less than ten (10) days' written notice of termination; provided that in the event that such default is a default other than for the payment of a Monthly Invoice pursuant to Section 5 above, the YMCA may not give notice to terminate this Agreement nor exercise any other rights or remedies by reason of such default until the YMCA has given the City written notice of such default and the City has failed to cure such default within thirty (30) days after receipt of such notice. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall the City be liable to the YMCA for consequential, special, exemplary or punitive damages.

(12) Notices. All notices required or permitted by this Agreement to be given or delivered by one party to the other shall be deemed to have been duly given and received (i) when hand delivered to the office of the receiving party at its address set forth below; (ii) when successfully faxed to the receiving party at its fax number set forth below; or (iii) three days after mailing by U.S. certified mail, return receipt requested, to the receiving party at its address set forth below; provided that any notice that is received (whether by hand-delivery, fax or U.S. mail) by the receiving party on a Saturday, Sunday or legal holiday recognized by the State of Florida, or that is received by the receiving party after 5:00 p.m. on any business day, shall be deemed to have been delivered and received on the next day thereafter that is not a Saturday, Sunday or legal holiday.

(a) If to the City:

Director of Parks and Recreation Department
City of Pensacola
222 West Main Street
Pensacola, FL 32502
Work Telephone: 850.436.5679
Fax Number: 850.436.5199

With copy to:

City Administrator
222 West Main Street
Pensacola, FL 32502
Work Telephone: 850.435.1696
Fax Number: 850.435.1611

(b) If to the YMCA:

Michael Bodenhause
CEO
YMCA of NW Florida
PO Box 13170
Pensacola, FL 32502
Work Telephone: 850.432.8327

Fax Number: 850.465.9924

With copy to:

John P. Daniel
Beggs & Lane, RLLP
P. O. Box 12950 (32591-2950)
501 Commendancia Street
Pensacola, FL 32502
Work Telephone: 850.469.3312
Fax Number: 850.469.3331

(13) Miscellaneous.

(a) Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any litigation for the interpretation or enforcement of this Agreement shall be in Escambia County, Florida.

(b) Records. The parties acknowledge and agree that the YMCA is operating the pools on behalf of the City and as such may be subject to the public records law pursuant to Chapter 119, Florida Statutes, as amended.

(c) Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

(d) Survival. All provisions, which by their inherent character, sense and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

(e) Interpretation. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

(f) Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

(g) Further Actions. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

(h) No Waiver. The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF PENSACOLA,
a Florida municipal corporation

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF NORTHWEST
FLORIDA, INC.,** a Florida not-for-profit
corporation

By: _____
D.C. Reeves
Mayor

By: _____
Michael Bodenhausen

Attest:

City Clerk

Attest:

By: _____
Printed name: _____
Corporate Secretary

Approved as to content:

Ben Heistein, Director of
Parks and Recreation Department

Legal in form and valid as drawn:

City Attorney

SCHEDULE 1

Agreed All-Inclusive Hourly Rates for YMCA Management Personnel

YMCA Executive Director	\$52.28/hour
YMCA CFO	\$57.75/hour
YMCA Staff Account	\$29.74/hour
YMCA Aquatics Director	\$29.70/hour

SCHEDULE 2

YMCA of Northwest Florida 2024 City Pool Swim Season Budget May - September 2024

Account Number	Account Name	24-May Budget	24-Jun Budget	24-Jul Budget	24-Aug Budget	24-Sep Budget	2024 Budget
01-05-01-1010-020800	Government Fees & Grants - HP	-	-	-	-	-	-
01-05-01-1450-020800	Facility Rental Income - HP	-	-	-	-	3,500.00	3,500.00
01-05-01-1450-020900	Facility Rental Income RS	300.00	150.00	650.00	150.00	-	1,250.00
01-05-03-1300-020800	Program Income - HP Membership	-	200.00	-	-	-	200.00
01-05-03-1300-020900	Program - Pool Membership RS	263.00	1,000.00	679.00	-	-	1,942.00
01-05-03-1321-020800	Program-Daily Swim HP	1,050.00	4,600.00	5,533.00	1,800.00	211.00	13,194.00
01-05-03-1321-020900	Program-Daily Swim RS	4,000.00	16,000.00	14,200.00	6,900.00	655.00	41,755.00
01-05-03-1323-020900	Program-Swim Team RS	-	-	-	-	-	-
Total Revenue		5,613.00	21,950.00	21,062.00	8,850.00	4,366.00	61,841.00
01-05-01-2117-020800	NonEx- Training HP	800.00	-	-	-	-	800.00
01-05-01-2117-020900	NonEx -Training RS	800.00	-	-	-	-	800.00
01-05-01-2150-020800	NonEx - Clerical HP	2,050.00	6,200.00	6,400.00	3,300.00	400.00	18,350.00
01-05-01-2150-020900	NonEx - Clerical RS	2,500.00	8,500.00	9,000.00	4,300.00	700.00	25,000.00
01-05-01-2160-020800	NonEx - Maintenance HP	1,400.00	2,000.00	2,000.00	1,700.00	1,400.00	8,500.00
01-05-01-2315-020800	Payroll Taxes HP	1,155.00	3,040.00	3,130.00	1,680.00	400.00	9,405.00
01-05-01-2315-020900	Payroll Taxes RS	1,180.00	3,730.00	3,960.00	1,870.00	350.00	11,090.00
01-05-01-2460-020800	Contract Services iSolved HP	250.00	250.00	250.00	250.00	150.00	1,150.00
01-05-01-2460-020900	Contract Services iSolved RS	250.00	250.00	250.00	250.00	150.00	1,150.00
01-05-01-2591-020800	Supplies-Office HP	100.00	-	-	-	-	100.00
01-05-01-2591-020900	Supplies-Office RS	100.00	-	-	-	-	100.00
01-05-01-2620-020900	Telephone	290.00	190.00	190.00	190.00	50.00	910.00
01-05-01-2843-020800	R&M Bldg & Grounds - HP	2,500.00	2,500.00	-	-	-	5,000.00
01-05-01-2843-020900	R&M Bldg & Grounds RS	2,500.00	2,500.00	-	-	-	5,000.00
01-05-01-2930-020800	Expendable Equipment Purchases - HP	500.00	-	-	-	-	500.00
01-05-01-2930-020900	Expendable Equipment Purchases - RS	500.00	-	-	-	-	500.00
01-05-01-3210-020800	Travel Reimbursement - HP	65.00	70.00	25.00	30.00	10.00	200.00
01-05-01-3210-020900	Travel Reimbursement - RS	65.00	100.00	100.00	30.00	10.00	305.00
01-05-01-3280-020800	Pre-employment Screening - HP	600.00	400.00	115.00	40.00	-	1,155.00
01-05-01-3280-020900	Pre-employment Screening - RS	600.00	400.00	115.00	40.00	-	1,155.00
01-05-01-3720-020800	Bank Service Fees - HP	-	5.00	52.00	55.00	21.00	133.00
01-05-01-3720-020900	Bank Service Fees - RS	-	64.00	319.00	340.00	139.00	862.00
01-05-01-3810-020800	Insurance General Liability	553.00	553.00	553.00	553.00	553.00	2,765.00
01-05-01-3810-020900	Insurance General Liability	818.00	818.00	818.00	818.00	818.00	4,090.00
01-05-02-3331-020800	Employee Uniforms - HP	675.00	-	-	-	-	675.00
01-05-02-3331-020900	Employee Uniforms - RS	675.00	-	-	-	-	675.00
01-05-03-2100-020800	Full-time Staff	1,600.00	4,900.00	5,000.00	2,600.00	1,000.00	15,100.00
01-05-03-2100-020900	Full-time Staff	1,700.00	5,800.00	6,200.00	2,900.00	1,000.00	17,600.00
01-05-03-2120-020800	NonEx - Lifeguard HP	5,700.00	17,300.00	17,900.00	9,200.00	1,200.00	51,300.00
01-05-03-2120-020900	NonEx Lifeguard RS	6,800.00	23,000.00	24,400.00	11,500.00	1,800.00	67,500.00
01-05-03-2520-020800	Supplies-Pool Chemical HP	5,500.00	5,500.00	7,000.00	5,000.00	2,200.00	25,200.00
01-05-03-2520-020900	Supplies-Pool Chemical RS	7,000.00	6,500.00	10,000.00	6,000.00	2,200.00	31,700.00
01-05-03-2540-020800	Supplies-Program HP	1,000.00	1,338.00	-	-	-	2,338.00
01-05-03-2540-020900	Supplies-Program RS	1,000.00	1,448.00	-	-	-	2,448.00
01-05-03-2560-020800	Supplies - Janitorial - HP	400.00	50.00	100.00	50.00	-	600.00
01-05-03-2560-020900	Supplies - Janitorial - RS	250.00	50.00	200.00	50.00	-	550.00
	All Inclusive Hourly Rate	6,000.00	-	-	-	-	6,000.00
Total Expense		57,876.00	97,456.00	98,077.00	52,746.00	14,551.00	320,706.00
Change in Net Assets		(52,263.00)	(75,506.00)	(77,015.00)	(43,896.00)	(10,185.00)	(258,865.00)
	Reimbursement	\$ (52,263.00)	\$ (75,506.00)	\$ (77,015.00)	\$ (43,896.00)	\$ (10,185.00)	\$ (258,865.00)
	Management Fee	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (30,000.00)
		\$ (58,263.00)	\$ (81,506.00)	\$ (83,015.00)	\$ (49,896.00)	\$ (16,185.00)	\$ (288,865.00)

YMCA of Northwest Florida
2023 City Pool Swim Season
May - September 2023

Account Number	Account Name	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	Grand Total
01-05-01-1010-020800	Government Fees & Grants - HP	32,563.95	65,072.21	63,927.86	44,652.01	19,785.66	226,001.69
01-05-01-1450-020800	Facility Rental Income - HP	0.00	0.00	534.00	0.00	3,330.00	3,864.00
01-05-01-1450-020900	Facility Rental Income RS	500.00	150.00	615.60	157.80	0.00	1,423.40
01-05-03-1300-020800	Program Income - HP Membership	0.00	189.36	0.00	0.00	0.00	189.36
01-05-03-1300-020900	Program - Pool Membership RS	263.00	980.46	679.00	0.00	0.00	1,922.46
01-05-03-1321-020800	Program-Daily Swim HP	1,040.20	4,519.52	5,532.98	1,785.22	210.51	13,088.43
01-05-03-1321-020900	Program-Daily Swim RS	3,920.46	15,725.46	14,122.01	6,895.25	654.85	41,318.03
01-05-03-1323-020900	Program-Swim Team RS	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue		38,287.61	86,637.01	85,411.45	53,490.28	23,981.02	287,807.37
01-05-01-2117-020800	NonEx- Training HP	612.49	0.00	0.00	0.00	0.00	612.49
01-05-01-2117-020900	NonEx -Training RS	773.25	0.00	0.00	0.00	0.00	773.25
01-05-01-2150-020800	NonEx - Clerical HP	715.72	4,356.80	5,879.97	2,397.08	1,135.82	14,485.39
01-05-01-2150-020900	NonEx - Clerical RS	979.02	7,082.33	7,003.05	2,541.00	1,608.10	19,213.50
01-05-01-2160-020800	NonEx - Maintenance HP	1,286.55	1,980.50	1,732.30	1,511.30	1,270.90	7,781.55
01-05-01-2315-020800	Payroll Taxes HP	506.54	2,187.17	2,276.64	1,116.43	489.10	6,575.88
01-05-01-2315-020900	Payroll Taxes RS	506.55	2,179.44	2,276.64	1,123.70	489.09	6,575.42
01-05-01-2460-020800	Contract Services iSolved HP	192.55	251.57	249.00	246.62	146.23	1,085.97
01-05-01-2460-020900	Contract Services iSolved RS	192.55	238.33	249.00	259.60	146.23	1,085.71
01-05-01-2591-020800	Supplies-Office HP	4.38	27.08	7.50	52.67	0.00	91.63
01-05-01-2591-020900	Supplies-Office RS	4.37	64.08	7.49	0.00	0.00	75.94
01-05-01-2620	Telephone	0.00	0.00	187.99	187.99	25.06	401.04
01-05-01-2620-020900	Telephone	287.49	187.99	0.00	0.00	0.00	475.48
01-05-01-2843-020800	R&M Bldg & Grounds - HP	0.00	1,514.39	511.95	4,585.00	25.61	6,636.95
01-05-01-2843-020900	R&M Bldg & Grounds RS	0.00	4,367.07	626.72	2,021.98	0.00	7,015.77
01-05-01-2930-020800	Expendable Equipment Purchases - HP	0.00	219.59	0.00	229.00	0.00	448.59
01-05-01-2930-020900	Expendable Equipment Purchases - RS	0.00	43.14	0.00	0.00	0.00	43.14
01-05-01-3210-020800	Travel Reimbursement - HP	64.96	67.84	23.74	29.95	7.29	193.78
01-05-01-3210-020900	Travel Reimbursement - RS	64.96	94.76	96.35	29.95	7.29	293.31
01-05-01-3280-020800	Pre-employment Screening - HP	594.36	386.04	110.60	38.60	0.00	1,129.60
01-05-01-3280-020900	Pre-employment Screening - RS	594.36	386.04	110.60	38.60	0.00	1,129.60
01-05-01-3720-020800	Bank Service Fees - HP	0.00	4.90	41.13	54.68	20.22	120.93
01-05-01-3720-020900	Bank Service Fees - RS	0.00	63.46	318.67	340.21	138.65	860.99
01-05-01-3810-020800	Insurance General Liability	500.00	500.00	500.00	500.00	500.00	2,500.00
01-05-01-3810-020900	Insurance General Liability	500.00	500.00	500.00	500.00	500.00	2,500.00
01-05-01-3910-020900	Bank Service Charges - RS	0.00	0.00	0.00	0.00	0.00	0.00
01-05-02-3331-020800	Employee Uniforms - HP	232.62	52.00	0.00	0.00	0.00	284.62
01-05-02-3331-020900	Employee Uniforms - RS	232.63	52.01	0.00	0.00	0.00	284.64
01-05-03-2100-020800	Full-time Staff	467.60	2,111.01	3,225.29	2,018.25	384.57	8,206.72
01-05-03-2100-020900	Full-time Staff	259.31	2,596.42	2,349.21	1,583.46	394.74	7,183.14
01-05-03-2120-020800	NonEx - Lifeguard HP	2,364.96	14,990.52	15,979.38	7,568.77	3,155.73	44,059.36
01-05-03-2120-020900	NonEx Lifeguard RS	3,267.53	19,639.13	19,191.43	7,681.43	2,856.39	52,635.91
01-05-03-2520-020800	Supplies-Pool Chemical HP	6,116.50	4,910.00	4,620.00	3,266.00	2,340.00	21,252.50
01-05-03-2520-020900	Supplies-Pool Chemical RS	6,244.00	5,465.00	10,200.00	7,424.00	2,340.00	31,673.00
01-05-03-2540-020800	Supplies-Program HP	767.47	3,494.56	293.85	0.00	0.00	4,555.88
01-05-03-2540-020900	Supplies-Program RS	767.47	594.35	274.84	0.00	0.00	1,636.66
01-05-03-2560-020800	Supplies - Janitorial - HP	357.36	0.00	29.49	96.67	0.00	483.52
01-05-03-2560-020900	Supplies - Janitorial - RS	157.06	29.49	182.22	47.34	0.00	416.11
Total Expense		29,614.61	80,637.01	79,055.05	47,490.28	17,981.02	254,777.97
Change in Net Assets		8,673.00	6,000.00	6,356.40	6,000.00	6,000.00	33,029.40

SCHEDULE 3

Cecil Hunter Pool 2024

May 25-Aug 11	Fee			
Monday-Friday	Daily Admission			
	Adults (18+)	\$4.00	CC	\$4.20
Swim Lessons 9-10am (B/G Club)	Children (3-17)	\$3.00	CC	\$3.15
Session 1 – Open Swim 9:00am – 1:30pm	2 & Under	Free		
Session 2 – Open Swim 2:00pm – 5:00pm	Seniors (50+)	\$3.50	CC	\$3.68
Swim Lessons 5:00 pm – 6:00 pm				
	Memberships			
Saturday	Individual City	\$105	CC	\$110.25
Session 1 – Open Swim 10am-2pm	Individual Non	\$153	CC	\$160.96
Session 2 – Open Swim 2:30-6pm	SR City	\$66	CC	\$69.30
	SR Non	\$100	CC	\$105
Sunday	Family City	\$170	CC	\$178.50
Session 1 – Open Swim 12-3pm	Family Non	\$256	CC	\$268.80
Session 2 – Open Swim 3:30-6pm	Family Add	\$50	CC	\$52.50
Memorial Day/July 4th/Labor Day	*Family is 2 adult 3 children – Any extra children are family add-on			
Session 1 – Open Swim 9:00am-3:30pm				
	Miscellaneous			
	Community Camps/Day Cares \$3.00 CC \$3.15			
Aug 12 – Sept 1	*This includes kids/adults-Even if they are not swimming.			
Saturday				
Session 1 – Open Swim 10am-2pm	Rentals	\$150/per hour	CC	\$157.50
Session 2 – Open Swim 2:30-6pm	Minimum 2 hours/After hours only			
	Swim Lessons City	\$50	CC	\$52.50
Sunday	Swim Lessons Non	\$100	CC	\$105
Session 1 – Open Swim 12-3pm	Scholarships: Mayor to determine number of scholarships for qualifying individuals or families			
Session 2 – Open Swim 3:30-6pm				

Roger Scott Pool 2024

May 25 – Aug 11th	Fee			
Monday-Friday	Daily Admission			
Swim Lessons 8-9am	Adults (18+)	\$4.00	CC	\$4.20
Session 1 – Open Swim 8 a.m.-10:30 a.m.	Children (3-17)	\$3.00	CC	\$3.15
Session 2 – Camp Swim 11:00 a.m. – 2 p.m. -	2 & Under	Free		
Session 3 – Open Swim 2:30pm-7pm	Seniors (50+)	\$3.50	CC	\$3.68
	Memberships			
Saturday	Individual City	\$105	CC	\$110.25
Session 1 – Open Swim 10am-2pm	Individual Non	\$153	CC	\$160.65
Session 2 – Open Swim 2:30-7pm	SR City	\$66	CC	\$69.30
	SR Non	\$100	CC	\$105
Sunday	Family City	\$170	CC	\$178.50
Session 1 – Open Swim 12-3pm	Family Non	\$256	CC	\$268.80
Session 2 – Open Swim 3:30-6pm	Family Add	\$50	CC	\$52.50
Memorial Day/July 4th/Labor Day	*Family is 2 adult 3 children – Any extra children are family add-on			
Session 1 – Open Swim 9am-12pm				
Session 2 – Open Swim 12:30-3:30pm				
	Miscellaneous			
	Community Camps/Day Cares \$3.00 CC \$3.15			
Aug 12 – Sept 1	*This includes kids/adults-Even if they are not swimming.			
Saturday				
Session 1 – Open Swim 10am-2pm	Rentals	\$150/per hour	CC	\$157.50
Session 2 – Open Swim 2:30-7pm	Minimum 2 hours/After hours only			
	Swim Lessons City	\$50	CC	\$52.50
Sunday	Swim Lessons Non	\$100	CC	\$105
Session 1 – Open Swim 12-3pm	Scholarships: Mayor to determine number of scholarships for individuals or families			
Session 2 – Open Swim 3:30-6pm				



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-297

City Council

4/11/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

ACCEPTANCE OF GRANT SUBAWARD AGREEMENT NO. 24-CA-11132544-015 -
NATIONAL ARBOR DAY FOUNDATION

RECOMMENDATION:

That City Council approve the acceptance of the National Arbor Day Foundation for community tree benefits in the amount of \$1,000,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City of Pensacola has been awarded a grant through the National Arbor Day Foundation in the amount of \$1,000,000 (with an anticipated completion date of September 30, 2028) to reforest disadvantaged and vulnerable neighborhoods that no longer resemble the densely forested lands that once characterized Florida's panhandle prior to its settlement in 1559. All of the requested grant funds will be used to perform various work in disadvantaged communities.

The scope of work will include planting up to 250 new trees that will combat invasive tree/plant species, as well as establishing a full-time summer forestry intern. Other planned activities include building the professional capacity of City staff and local providers of forestry. The City of Pensacola also plans to foster and support the community's stewardship of urban and community forests. Additionally, The city will use these funds to educate it's local tree care contractors practicing within the city, as well as the community as a whole, on proper work and safety protocols.

PRIOR ACTION:

none

FUNDING:

Budget: \$1,000,000 (Arbor Day Grant)

Cost: \$1,000,000

FINANCIAL IMPACT:

This project will be entirely funded by the grant funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/26/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Lovoy, Finance Director

Wendy Gavin, Transportation Division Manager

Joel Hollon, Senior Grant Writer

William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Grant Award 24-CA-11132544-015

PRESENTATION: No

RASUBAWARD AGREEMENT
BETWEEN
National Arbor Day Foundation
AND
City of Pensacola, FL

This is a Subaward agreement for a sub-grant under a federal assistance grant between the **National Arbor Day Foundation** d/b/a Arbor Day Foundation (hereinafter “Arbor Day Foundation”) and **City of Pensacola, FL**(hereinafter “Sub-grantee” or Subrecipient).

This Sub-grant is issued to the Sub-grantee on the expressed condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which includes the Award Provisions (**APPENDIX I**); the approved Project Work Plan (**ATTACHMENT I**); and the Approved Project Budget (**ATTACHMENT II**). All attachments and appendices are incorporated herein and made a part of this Sub-award Agreement.

The Sub-grantee is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found. Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact the Arbor Day Foundation primary contact.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY

- A.1 The Arbor Day Foundation office located at 211 N. 12th Street, Lincoln, Nebraska, will have administrative and programmatic oversight over the implementation of and compliance with the terms of this agreement.
- A.2 Sub-grantee shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient, to pay the non-Federal share of project costs, when applicable.

B. PERIOD OF SUB-GRANT AGREEMENT

- B.1 This sub-grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Sub-grantee in furtherance of program objectives during the period commencing on the effective date and terminating no later than the completion date of **September 30, 2028**.
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.

C. ORIGINATING SOURCE OF FUNDING

- C.1 The originating source of these Federal assistance grant funds is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program.
- C.2 The originating grant period is from **December 18, 2023, to November 30, 2028**.
- C.3 The National Arbor Day Foundation’s Award Cooperative Agreement number is **24-CA-11132544-015**.

D. AMOUNT OF SUB-GRANT AND PAYMENT

- D.1 Arbor Day Foundation, acting in the capacity of a pass-through entity under this Sub-grant agreement, will pay Sub-grantee a total of **\$1,000,000.00** for the successful completion of services provided under this Federal assistance Sub-grant.
- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. The Arbor Day Foundation shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.
- D.3 Payment will be made to Sub-grantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of bi-annual financial reports (see **“Reporting”, Section G**) in a format established by or pre-approved by the Arbor Day Foundation. Funds will be made available within 10 working days of receipt of the financial reports in accordance with the reporting provisions in **Section G**. No funds will be released until required program and monitoring reports are received and accepted.
- D.4 Arbor Day Foundation reserves the right to withhold cash payment for any of the following:
- Sub-grantee failure to make satisfactory progress towards the goals and objectives set forth in Attachment 1,
 - Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this agreement, or
 - Sub-grantee inability to submit reliable and/or timely reports or other deliverables as described in this agreement.
- D.5 Arbor Day Foundation reserves the right to withhold 10% of the Sub-grant amount from final payment until after all required final project reports are received and accepted by the Arbor Day Foundation.
- D.6 All payments to Sub-grantee will be made via ACH payment, to the account provided to the Arbor Day Foundation by the Sub-grantee. Sub-Grantee must provide a completed W-9 form prior to initial payment being made.

Use of Award Funds

- D.7 Award funds and any interest earned thereon shall not be used:
- To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”));
 - To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
 - To make any awards to individuals or organizations (unless pre-approved in writing by ADF).
 - No part of the Award funds shall be paid to any ADF official, and Awardee acknowledges that no gifts or services were or will be rendered to ADF or any ADF official in exchange for this Award.

E. MATCHING OR COST SHARE REQUIREMENTS

The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

F. SUB-GRANT MODIFICATIONS

Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Arbor Day Foundation is not obligated to fund any changes not properly approved in advance.

G. REPORTING

Financial Reporting

- G.1 Sub-grantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by the Arbor Day Foundation, Sub-grantee may be required to send the supporting documentation to support claims made on the Financial Report. The Arbor Day Foundation may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Sub-grantee as necessary.
- G.2 Sub-grantee shall prepare financial reports on a bi-annual basis throughout the project period. These reports will be due each year, by May 30 and November 30. Failure to submit reports may result in future payment delays.
- G.3 Financial reports shall include at a minimum the following information:
- Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
 - An accounting of year-to-date expenses, indicating cumulative actuals versus budget;
 - Grant balance remaining as of reporting period;
- Supporting documentation.
- G.4 A final financial report under this Sub-grant must be provided to the Arbor Day Foundation no later than September 30, 2028.

Programmatic Reporting

- G.5 Sub-grantee shall prepare written programmatic reports on a bi-annual basis throughout the project period. These reports will be due each year, by **May 30** and **November 30**. Failure to submit reports may result in future payment delays. To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.
- G.6 Programmatic reports should include the following information:
- Major activities, program highlights, and accomplishments during this period.
 - Challenges faced and issues encountered, including any deviations or departures from the original project plan.
 - Corrective action planned to resolve implementation problems and the effect of these problems on the remaining schedule for achieving the project goals.
 - Significant findings and events.
 - Planned activities for the following quarters.
 - Administrative and logistical changes or constraints.
- G.7 A final programmatic report under this Sub-grant must be provided to the Arbor Day Foundation no later than **September 30, 2028**.
- G.8 All required reports should be submitted to the Arbor Day Foundation, according to the dates indicated in this Agreement.
- G.9 The Arbor Day Foundation may, at its discretion, require other programmatic reports from Sub-grantee.

H. MANDATORY AWARD PROVISIONS

The Award Provisions are attached in Appendix I.

I. MONITORING, EVALUATION AND SANCTIONS

- I.1 As a condition of the receipt of this award, the Arbor Day Foundation may conduct monitoring to ensure Sub-grantee capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this agreement and to verify that the Sub-grantee has in place effective internal controls to achieve these goals.
- I.2 Monitoring will include an assessment of the performance of the Sub-grantee against the goals and performance standards of the Federal Assistance Grant and as required herein. Substandard performance as determined by the Arbor Day Foundation) may constitute non-compliance with this Agreement.
- I.3 As a part of its ongoing monitoring process, the Arbor Day Foundation will evaluate Sub-grantee progress and project goal attainment based on the bi-annual reports prepared by Sub-grantee and submitted to the Arbor Day Foundation, as well as through regular meetings and/or ongoing discussions with Sub-grantee project staff.
- I.4 In addition, the Arbor Day Foundation reserves the right to request and conduct an onsite visit as part of its monitoring plan. In the event an onsite visit is requested, the Arbor Day Foundation will inform the Sub-grantee in writing, at least two weeks prior to the visit, of the date of the visit, the purpose of the visit, the program being monitored, the name of the Arbor Day Foundation staff member conducting the visit, and the areas or files to be reviewed.
- I.5 Sub-grantee shall adhere to any monitoring and evaluation plans developed and specifically required by the Arbor Day Foundation as a result of any and all monitoring activities.
- I.6 The Arbor Day Foundation reserves the right to require additional monitoring and evaluation measures to ensure that the Sub-grantee fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring.
- I.7 The Arbor Day Foundation reserves the right to terminate this Sub-grant Agreement if Sub-grantee is unwilling or unable to achieve and/or complete any portion of or all project goals, or if the Sub-grantee refuses to cooperate with the Arbor Day Foundation monitoring requests.
- I.8 If action to correct substandard performance revealed during monitoring is not taken by the Sub-grantee within a reasonable period of time after being notified by the Arbor Day Foundation, Sub-grant suspension or termination measures may be initiated.
- I.9 In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements, found in §200.501(a), audit requirements for Federal awards, non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with §200.514 Scope of Audit. Further, §200.512 requires that the final report for such audit be completed within nine months of the entity's fiscal year end.

As a condition of this award, the sub-grantee will be required to annually certify if their organization has been subject to the Single Audit requirement according to the above citations. This certification will be done by completing a form via the Arbor Day Foundation's Grant Management System, Submittable. A copy of any required Single Audit reports will be forwarded to the Arbor Day Foundation no later than 9 months after the entity's fiscal year.

J. SUB-AWARDS

- J.1 Unless already approved, no funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant without prior written approval from the Arbor Day Foundation.
- J.2 Under the terms of this agreement with the Arbor Day Foundation, the Sub-grantee has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant agreement to the

Arbor Day Foundation at the address specified in **Section Q.1.**

K. LIMITATION

The Arbor Day Foundation and Sub-grantee understand and acknowledge that, except as expressly provided in this Sub-grant Agreement, there is no other obligation whatsoever to provide additional support to Sub-grantee for purposes of this or any other project.

L. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

M. AMENDMENT

This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant documents, after formal consultations and agreement between the Parties.

N. INSURANCE

N.1 The Sub-grantee shall maintain all the following insurance coverage during the period of this grant:

- a. General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:
 - Premises - Operations
 - Products and Completed Operations
 - Personal Injury Liability
 - Contractual LiabilityThe policy shall be on an occurrence form and limits shall not be less than:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal & Advertising Injury
- b. Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.
- c. Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State in which the Sub-Grantee is performing work under this grant award.

N.2 Sub-grantee must provide to the Arbor Day Foundation written Proof of Insurance within 30 days of the effective date of this Agreement and annually as requested.

N.3 If Sub-grantee is self-insured, the Sub-grantee must provide written documentation verifying self-insured status. Proper documentation will override stated insurance requirements.

O. ELECTION OF DE MINIMIS INDIRECT RATE.

For the Administration of this grant, the Arbor Day Foundation has elected to use the de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). Each Sub-grantee will be allowed to use their own federally approved indirect rate, cost allocation plan, or the 10% de minimis rate.

P. GOVERNING LAW

The federal or state courts located in the State of Nebraska shall have jurisdiction to hear any dispute under this Agreement.

Q. NOTICE

- Q.1 The **Arbor Day Foundation** provides the following addresses as the *primary points of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

Names:	Kristi Hurley, Grants Administrator Amy Lester, Project Coordinator Lex Milburn, Project Coordinator
Organization:	Arbor Day Foundation
Address:	211 N. 12 th Street, Lincoln, Nebraska
Country:	United States
Email Addresses:	khurley@arborday.org
	Al Lester@arborday.org
	lmilburn@arborday.org

- Q.2 The **Sub-grantee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

Name:	Kevin Boyer
Organization:	City of Pensacola, FL
City, State and Zip:	Pensacola, FL 32502
Country:	United States
Email Address:	Kboyer@cityofpensacola.com
UEI #:	UBMRAF87HQP5

R. REPRESENTATIONS AND WARRANTIES

- R.1 The Grantee and the Sub-Grantee shall be independent contractors, and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.
- R.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

Acknowledged and Accepted:

By: _____
Dan Lambe, CEO
National Arbor Day Foundation

By: _____
D.C. Reeves, Mayor
City of Pensacola, FL

Date: _____

Date: _____

ATTACHMENTS

- I. Sub-grantee Project Work Plan
- II. Sub-grantee Approved Project Budget

APPENDIX

- I. Mandatory Standard Provisions

- Attachment A – 2 CFR PART 170

- Attachment B – Whistleblower Notice

- Attachment C - AD-1048 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

ATTACHMENT I APPROVED PROJECT WORK PLAN

Project Summary:

Pensacola's *Urban Forests Forever* project will sustainably reforest disadvantaged and vulnerable neighborhoods that no longer resemble the densely forested lands that once characterized Florida's panhandle prior to its settlement in 1559.

100% of requested grant funds will be used to perform work in disadvantaged communities to:

- Plant 250 new trees and combat invasive tree/plant species,
- Establish a full-time summer Forestry Intern,
- Build professional capacity of City staff and local providers of forestry, landscaping, and tree-related services, and
- Foster and support the community's stewardship of urban and community forests.
- Educate the community and tree care contractors practicing within the city on proper work and safety protocols

1. Project Scope Alignment:

Since its founding by the Spanish in 1559, Pensacola's continued economic and industrial growth have resulted in deforestation and progressive urbanization of the community. Centuries of expansion have decimated the urban tree canopy and increased the urban heat island effect, especially within disadvantaged neighborhoods and tracts throughout the city. The global pandemic, nationwide economic downturn, and accelerated inflation have exacerbated food insecurity and have given rise to food deserts in our most vulnerable communities. These stressors, along with soaring energy prices that plague the region, force our most vulnerable residents to choose between feeding their families and running the air conditioner to battle the intense heat of Florida's 9 cooling months!

Can trees really reverse the compounded effects of centuries of deforestation, industrial progress, urbanization, a declining tree canopy, increased urban heat island effect, climate change, a global pandemic, accelerated inflation, economic downturn, and soaring energy prices in the region? In short, "YES!" The science shows that trees—when deployed judiciously—are an important part of the solution to each of these challenges!

This 5-year grant funding opportunity would equip the City of Pensacola to aggressively and sustainably strive toward several goals identified in the funding opportunity, Justice40, the TenYear Urban and Community Forestry Action Plan, and the Florida State Forest Action Plan. The USDA Forest Service's innovative offering of a match waiver for projects utilizing 100% of requested grant funds to perform work in applicable disadvantaged communities inspired the City of Pensacola to concentrate 100% of the project's \$1,000,000 in planned activities and spending specifically on census tracts identified as disadvantaged and/or socially vulnerable by the [Climate and Economic Justice Screening Tool](#) and/or the [CDC's Social Vulnerability Index](#), respectively. We are hedging ALL of this investment on our most vulnerable neighborhoods in order to facilitate change that will last for generations!

Over the next five years, Pensacola's Urban Forests Forever project funds will:

- Plant 250 new trees to expand the City's tree canopy in disadvantaged communities,
- Reduce urban forest undergrowth as well as destructive and invasive trees/species,
- Establish a full-time summer Forestry Intern,
- Provide educational and work training opportunities within disadvantaged neighborhoods.
- Equip City staff with tools, training, and resources to establish and sustain urban forests,
- Build professional capacity of local providers of forestry, landscaping, and tree services,

- Foster and support the community’s stewardship of urban and community forests, and
- Simultaneously cultivate an edible forest, improve health and wellness, and combat the urban heat island effect.

The aforementioned project activities employ strategies and activities recommended by the [Targeted Ten-Year UCF Action Plan](#) to work to attain the following UCF 10-year goals:

Goal 1: Integrate Urban and Community Forestry into All Scales of Planning

- Develop and implement a public awareness and education campaign to elevate recognition of the value of urban trees and urban forest ecosystems as *essential* contributors to community sustainability and resilience.

Goal 2: Promote the Role of Urban and Community Forestry in Human Health and Wellness

- Plan, design, establish, and manage urban forests to improve human health and wellness.

Goal 3: Cultivate Diversity, Equity, and Leadership Within the Urban Forestry Community

- Increase diversity, equity, and accessibility in urban and community forestry.
- Engage underserved communities in urban and community forestry.
- Increase workforce development opportunities and green jobs in urban and community forestry, with particular attention to underserved communities.

Goal 4: Strengthen Urban and Community Forest Health and Biodiversity for Long-Term Resilience

- Increase biodiversity, health, and resilience of trees in urban and community forests.
- Foster resilience, restoration, and sustainability of urban and community forests facing climate change challenges.
- Use urban and community forests to Increase community food resilience and access to local foods.

Project activities align with [Florida’s Forest Action Plan](#) to PROTECT forests from wildfire, invasive pests, and climate change to ensure healthy ecosystems, water quality, and economic viability; and ENHANCE healthy working forests by maximizing benefits for citizens and visitors.

2. Implementation Strategy/Methodology/Timeline:

The *Urban Forests Forever* project has been crafted with consideration to scalability and replicability. It is the City’s intention to freely share strategies, best practices, and lessons learned with community agencies, neighborhood groups, professional organizations, and any community seeking to implement urban and community forests. This grant from the Forestry Service will act as *seed money*—literally and figuratively!

Upon award, the City of Pensacola will work expediently to post the summer Forestry Intern job vacancy, conduct interviews, and hire for the position in Y1, Q1. The individual will develop a working understanding of the proposal by reviewing the grant application and award documents, establish working relationships with the City’s Parks & Recreation, Planning & Zoning, and Public Works, and Facilities Departments. This person will work closely with Finance staff, the Grants and Special Projects Coordinator, and the GIS team.

The City’s Arborist, Forestry Intern, Planning Director, Parks & Recreation Director, and Grants & Special Projects Coordinator will convene quarterly to evaluate project progress, discuss successes and barriers, identify emerging powerful practices, and determine any necessary modifications to project/spending plans.

The City of Pensacola’s customized GIS tool, the *Urban Forests Forever* map, will serve multiple purposes to plan and implement the project, and will serve to support the community’s urban and community forest initiatives well beyond the life of the 5-year grant. The custom tool, already integrated with CEJST and the CDC’s Social Vulnerability Index data, was used to identify where to plant. It will also be utilized to map,

track, and report tree planting progress year over year. As LYDAR and Heat Island Effect data is made publicly available through various agencies, integrating the data into our custom map will allow the City to demonstrate the longterm impacts beyond the period of performance. Increased professional and community capacity for implementing urban forestry best practices will be assessed through post-tests, engagement surveys, and participation in planned community forestry events.

To aggressively transform the City’s tree canopy, diminish the Urban Heat Island Effect, and establish sustainable, edible forests, 66.5% of requested funds will cover costs associated with Goal 1. Establishing 250 mature trees and reducing undergrowth and invasive/ destructive tree/plant species that compete with the *Urban Forests Forever* initiative.

Goal 1: Establish 250 new trees in disadvantaged/vulnerable communities.		
Strategy 1: Establish trees/ plants at city parks, public spaces, and rights of way, favoring edible varieties where practicable.		
Action/Methodology	Goal/Milestone	Timeline
Identify planting locations (via GIS/map) and tree/plant species to plant at city parks, public spaces, and rights of way	Complete 2-year planting plan to prepare for the installation of 125 trees.	Y1, Q2
Request Bids/Quotes for Tree Planting Services, secure contracts, and commence planting		Y1, Q3
Complete plantings and first year watering plan until established, follow up on warranty as needed, verify planting data	Complete establishment of 125 trees, verify counts and data entry into GIS database.	Y1, Q3 through Y3, Q1
Evaluate 2-year planting plan and progress, report findings to City Council and the public, seek feedback, and develop refined 2-year planting plan, and begin implementation	Cumulative public and internal commentary, complete 2-year planting plan v2.0 for the installation of 125 trees.	Y3, Q1
Request Bids/Quotes for Tree Planting Services, secure contracts, and commence planting		Y3, Q1
Complete plantings and first year watering plan until established, follow up on warranty as needed, verify planting data	Complete establishment of 125 trees, verify counts and data entry into GIS database.	Y3, Q2 through Y5, Q1

To accomplish Goal 2, the City’s summer Forestry Intern will engage community groups, nonprofits, and private agencies in sustainable, long-term partnerships that grow urban forestry practices within city neighborhoods and empower volunteer leaders (e.g., [USDA Forest Service’s Communitree](#) model, and the [Florida Master Gardener Volunteer Program](#)).

Goal 2: Build the capacity of professionals, citizens, and area agencies to embrace, grow, and sustain urban and community forestry.		
Strategy 1: Professionally develop City staff and industry professionals in the areas of forestry, landscaping, and tree services.		
Action/Methodology	Goal/Milestone	Timeline

Provide vendor-provided professional development for City staff and industry professionals	100% of City staff score a minimum of 80% proficiency on post-assessment	All years, all Qs
City Arborist, and Forestry Intern (if applicable) complete annual workshop	100% of targeted employees attend annual conference	All years, Q3
Deploy tools, technologies, supplies, and signage in line with learned best practices	100% signage of select activities and projects	All years, all Qs
Strategy 2: Foster the community's stewardship of urban and community forests.		
Action/Methodology	Goal/Milestone	Timeline
Conduct events, learning days, field trips to introduce learners of all ages to urban and community forestry	Establish initial baseline. Counts of individuals served, by age/grade, 80% proficiency on post-assessment surveys	Y2-Y5, all Qs
Engage in marketing/outreach activities (print, multimedia, in-person) that leads to actionable feedback and participation in project activities	Compiled Quantitative and Qualitative feedback utilized in drafting planting plan v2.0	All years, all Qs
Facilitate community-sponsored tree planting days at non-city-owned properties	Facilitate 3 community-sponsored events quarterly	Y2-Y5, Q2, Q3

Qualitative and quantitative data will be evaluated and reported semi-annually. As progress towards the established goals is measured and the project is evaluated over its 5-year lifespan, it is reasonable and appropriate to consider how resources and activities might be revised and realigned to improve project outcomes. This reflective process would reasonably result in cost savings through economies of scale, enhanced efficiency in communications or delivery of professional development, or changes in the timeline, for example. This is the beauty of a longterm project coupled with honest program evaluation.

3. Capability and Capacity:

The summer Forestry Intern (TBD)—a newly-created, project-funded City staff position—will monitor and document progress; collect, input and validate data; and assist with community engagement and outreach. The ideal candidate would hold or be close to graduating with a bachelor's degree in forestry, conservation, environmental science, sustainability, or related field.

The Forestry Intern will be mentored by Kristopher Stultz, the City's Arborist with over two decades of experience. With 10+ years of experience including federal grant compliance, reporting, and closeout, Kevin Boyer, the City's Grants and Special Projects Coordinator, will advise project staff and work closely to ensure compliance with federal, state, and local requirements.

Forestry and Tree-related professional services will be contracted by the City with licensed, insured, and credentialed forestry and tree care providers. The City will provide contracted professional development prior to and throughout the service contracts to ensure adherence to best practices. Plantings and project progress will be regularly monitored and recorded by project staff.

4. Communications Plan:

Upon award, the City will distribute a robust press release to news and information outlets throughout the Gulf Coast, including social media, television, radio, print, and digital agencies, highlight the award in a Mayor’s Press Conference, and feature the press release via internal channels. The City’s Public Information Office has established a climate and culture of engaging the public daily through various means, often utilizing very active [Facebook](#), [Twitter](#), [YouTube](#), and [Instagram](#) accounts and their staff is eager to share good news with our community. Our tentative press release will resemble the sample below.

For Immediate Release: City of Pensacola Awarded \$9.1M Urban Forestry Grant

The US Department of Agriculture Forest Service has awarded the City of Pensacola a \$9.1M Urban and Community Forestry Grant. The 5-year project—one of 161 awarded in the US— aims to significantly expand the City’s tree canopy by 20%, diminish the area’s urban heat island effect, and improve quality of life for area residents.

“We’re planting edible forests, beautifying public spaces, improving health outcomes, and even making our hot days a little cooler—and this grant helps do these things where they’re needed most,” noted Mayor DC Reeves...

Effecting lasting change in a community involves a strategic, multi-modal, and multi-year communication campaign. Project staff and the City’s Public Information Officer will coordinate media campaigns, press releases, and social media strategies to announce community engagement opportunities, events, and key plantings throughout the 5-year project.

Tasteful signage will be installed at key project and activity including select city owned parks and public spaces, as rights of way. See sample to the right. Signage will acknowledge the awarding agency and funding source, and USDA Forest Service-provided boilerplate language or similar to “Please enjoy this URBAN FORESTS FOREVER funded by the 2022 Inflation Reduction Act for Urban and Forestry.” Pending permission from the Forest Service, signage will also incorporate the Forest Service logo. Due to the discrepancy between funds requested and funds the City will work closely with the Arbor Day Foundation to determine an appropriate and responsible signage strategy that focuses on the impact of the project.



locations, well as include verbiage project Community select site

awarded,

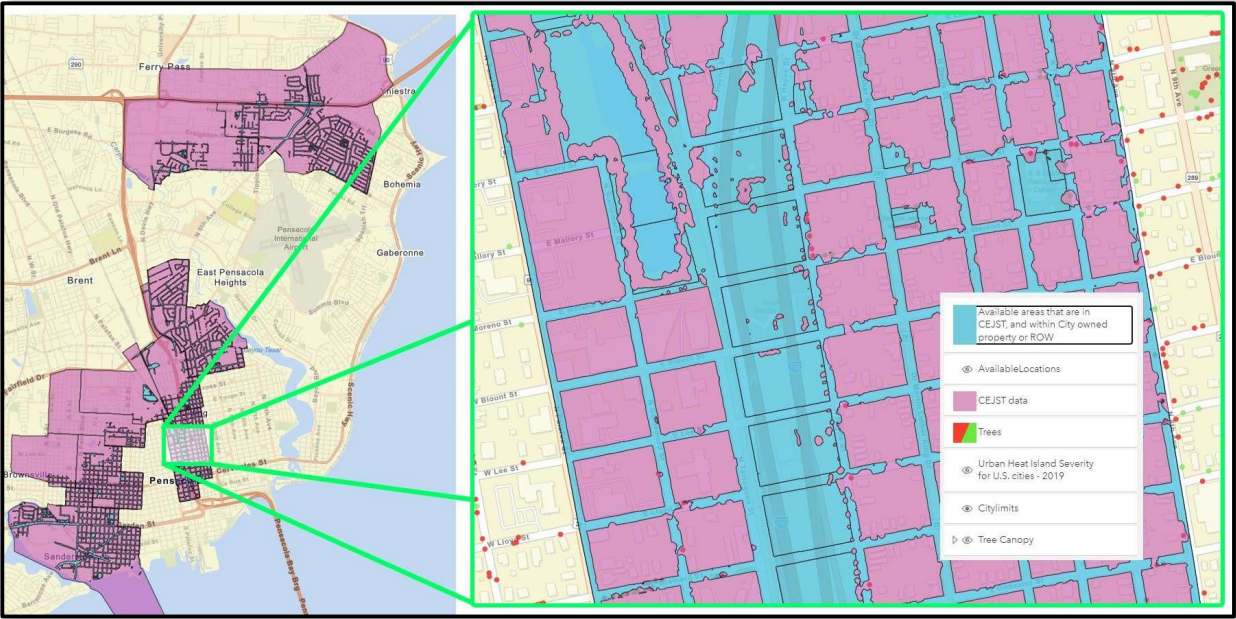
5. Evidence of Disadvantaged Community Status for projects requesting Match Waiver (if applicable):

The City of Pensacola’s GIS team integrated the robust data sets available on the [Climate and Economic Justice Screening Tool \(CEJST\) site](#) and the [CDC/ATSDR Social Vulnerability Index \(SVI\) site](#) into our in-house GIS database, enabling us to generate customized, interactive maps that identify potential project sites that 1) are in disadvantaged communities, 2) are within the cityowned parks and public spaces, or rights of way, 3) satisfy the Urban and Community Forestry Grant’s match waiver requirements, and 4) don’t already have thriving trees. Feel free to explore the City of Pensacola’s interactive [Urban Forests Forever Planting Map](#) that our GIS folks created to inform our grant proposal. This tool—complete with integrated CEJST and SVI data—will ensure that 100% of all project funds are utilized in disadvantaged census tracts, and will allow us to document, qualify, map, and TRACK every planting by project year! It will guide the installation of every tree, plant, and shrub purchased through this grant and ensure that EVERY targeted planting is in an eligible area and is changing our community’s future. Over the life of the project and even beyond the period

of performance, additional integrated layers will demonstrate changes over time to the city’s landscape (canopy, sites of tree plantings, year over year as applicable).

Pensacola’s Urban Forests Forever Planting Map (Developed by City GIS team, incorporating CEJST and CDC SVI datasets)

Disadvantaged Tracts in Pink; Eligible Planting Sites in Aqua



Approved tract locations where all work must take place:

12033000100, 12033000300, 12033000400, 12033000600, 12033001104, 12033001201, 12033001202, 12033001300, 12033001500, 12033001600, 12033001800, 12033001900, 12033002100, 12033003505, 12033003506

ATTACHMENT II APPROVED PROJECT BUDGET

BUDGET AND BUDGET NARRATIVE

Category/ Description	Detailed Description	Federal Funds (requested)	Non-Federal Match		Total	Source of Matching Funds
			Cash	In-Kind		
Other		\$7,475.00	\$0.00	\$0.00	\$7,475.00	waiver
Public Outreach	Printed and digital media creation and delivery, including but not limited to design, production, distribution, promotional materials, community events, and advertising over the 5-year period of performance	\$5,000.00			\$5,000.00	waiver
International Society of Arborists Membership Fee	Annual Professional Membership fee for relevant staff (Arborist, Urban Forester, and Intern), for the International Society of Arborists (national and state) or similar ((@\$135/person + \$30.00/person) x 3 persons x 5 years)	\$2,475.00			\$2,475.00	waiver
Total Direct Costs:		\$909,090.91	\$0.00		\$909,090.91	waiver
Indirect Cost:	10% de minimis rate x eligible modified total direct costs	\$90,909.09			\$90,909.09	waiver
Total Project Cost:		\$1,000,000.00	\$0.00		\$1,000,000.00	waiver

Category/ Description	Detailed Description	Federal Funds (requested)	Non-Federal Match		Total	Source of Matching Funds
			Cash	In-Kind		
Supplies		\$25,711.61	\$0.00	\$0.00	\$25,711.61	waiver
Signage for Roadways and Facilities	Signage of various dimensions for key planting sites (e.g., roadsides, neighborhoods, and facilities), including but not limited to custom signage, electronic signage technologies, signage lighting, plaques, posts, and mounting hardware (@\$15,000)	\$15,000.00			\$15,000.00	waiver
Tools and supplies	Tools, implements, and supplies for Public Works and Facilities to utilize in the installation, care, maintenance, and stewardship of urban and community forests, installed trees, signage, grounds, impacted areas, etc., including but not limited to blowers, rakes, augers, trimmers, powered saws, safety equipment, gloves, carts, ladders, chippers, and mulchers (@\$10,711.61)	\$10,711.61			\$10,711.61	waiver
Contractual		\$815,000.00		\$0.00	\$815,000.00	waiver
Tree Planting and Establishment	Necessary contractual services related to tree planting and establishment in city-owned public spaces, parks, and rights of way exclusively in disadvantaged city tracts. Necessary services include vendor-provided trees/plants, soil amendments, site preparation, planting, staking, scheduled watering throughout the first year, and tree replacement warranty. (@\$2,500/tree x 250 trees)	\$625,000.00			\$625,000.00	waiver
Elimination of Undergrowth, Destructive, and Invasive Trees/Species	Necessary contractual services related to removal of select undergrowth, destructive, and invasive trees/plant species within city-owned public spaces, parks, and rights of way exclusively in disadvantaged city tracts. Necessary services include vendor-provided analysis, removal, disposal, and backfill/grading where applicable.	\$40,000.00			\$40,000.00	waiver
Training for Urban Forestry Crews	Vendor Fees to provide high-quality urban and community forestry training for City staff and to personnel employed by approved vendors that provide landscaping, tree trimming, planting, and related services locally. (@\$6,000/training x 5 trainings/year x 5 years)	\$150,000.00			\$150,000.00	waiver

Category/ Description	Detailed Description	Federal Funds (requested)	Non-Federal Match		Total	Source of Matching Funds
			Cash	In-Kind		
Other		\$7,475.00	\$0.00	\$0.00	\$7,475.00	waiver
Public Outreach	Printed and digital media creation and delivery, including but not limited to design, production, distribution, promotional materials, community events, and advertising over the 5-year period of performance	\$5,000.00			\$5,000.00	waiver
International Society of Arborists Membership Fee	Annual Professional Membership fee for relevant staff (Arborist, Urban Forester, and Intern), for the International Society of Arborists (national and state) or similar ((@\$135/person + \$30.00/person) x 3 persons x 5 years)	\$2,475.00			\$2,475.00	waiver
Total Direct Costs:		\$909,090.91	\$0.00		\$909,090.91	waiver
Indirect Cost:	10% de minimis rate x eligible modified total direct costs	\$90,909.09			\$90,909.09	waiver
Total Project Cost:		\$1,000,000.00	\$0.00		\$1,000,000.00	waiver

APPENDIX I

AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Sub-grantee may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE AND ARBOR DAY FOUNDATION LIABILITY TO THE SUB-GRANTEE. Neither the United States nor the Arbor Day Foundation shall be liable to Sub-grantee for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Sub-grantee or any third party.
- C. NOTICES. Any notice given by the Arbor Day Foundation or Sub-grantee will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- (1) To the Arbor Day Foundation primary point of contact, at the address specified in the award agreement.
 - (2) To Sub-grantee, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the

- D. FINANCIAL STATUS REPORTING.
- (1) Sub-grantee must adhere to the Financial Reporting obligations set forth in the Award Agreement.
 - (2) Sub-grantees is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.331 through .333.
 - (3) All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment A for full text.
 - (4) Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, the Arbor Day Foundation and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from the Arbor Day Foundation to dispose of the records.
 - (5) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
 - (6) The Arbor Day Foundation reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) every three to six months of the project term. Refusal to participate in an audit will delay or cancel fund allocations.
 - (7) The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.
- E. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in

award and submit Programmatic Reporting as set forth in the Award Agreement.

- F. NOTIFICATION. Sub-grantee shall immediately notify the Arbor Day Foundation of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- G. CHANGES IN KEY PERSONNEL. Sub-grantee must notify the Arbor Day Foundation of any revision to key personnel identified in this award. Such notification must be in writing.
- H. USE OF FOREST SERVICE OR ARBOR DAY FOUNDATION INSIGNIA. In order for Sub-grantee to use the Forest Service or Arbor Day Foundation insignia in any published media, such as a web page, printed publication, or audiovisual production, permission for such publication must be granted by the Forest Service's Office of Communications (Washington Office) and the Arbor Day Foundation.
- I. USE OF SUBGRANTEE INSIGNIA. Sub-grantee hereby authorizes the Arbor Day Foundation to include its insignia in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Sub-grantee which shall not be unreasonably withheld.
- J. U.S FOREST SERVICE AND ARBOR DAY FOUNDATION ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Public announcements of the Award may be made by the Sub-grantee, Arbor Day Foundation, and the Forest Service. Any related press release, media alert, website posting, or other publication about the Program or the Award made by Sub-grantee must acknowledge the Forest Service and Arbor Day Foundation support. All public announcements must be submitted to the Arbor Day Foundation for approval at least two (2) weeks prior to publication.
- K. NONDISCRIMINATION STATEMENT PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866)

632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."

- L. PURCHASE OF EQUIPMENT. Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose. The Forest Service reserves an interest in any equipment where the U.S Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- M. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- N. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- O. DEBARMENT AND SUSPENSION. Sub-grantee shall immediately inform the Arbor Day Foundation if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Sub-grantee or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Arbor Day Foundation without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR

Part 180 Subpart C in regard to review of sub-recipients or contracts for debarment and suspension.

- (1) All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

P. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

Q. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

a. Sub-grantee and its employees, may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (2) Procure a commercial sex act during the period of time that the award is in effect; or
- (3) Use forced labor in the performance of the award or subawards under the award.

b. This award may be unilaterally terminated, without penalty, if a Sub-grantee that is a private entity:

- (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

2. Provision applicable to a Recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a Sub-grantee that is a private entity:

- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

3. Provisions applicable to any Sub-grantee.

- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.

4. Definitions. For purposes of this award term:

a. "Employee means either:

- (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. "Forced labor" means labor obtained by any of the following methods:

the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. "Private entity"

- (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- (2) Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- ii. A for-profit organization.

- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

R. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
1. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
2. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
3. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

S. ELIGIBLE WORKERS. Sub-grantee shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Sub-grantee shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

T. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have

been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- U. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 1. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 2. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- V. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including Sub-Grantees) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (1) Enter into a contract (or extend or renew a contract) to procure; or
- (2) Obtain the equipment, services or systems.

- W. PATRIOT ACT. Awardee agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.

ATTACHMENT A: 2 CFR PART 170

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —

- i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
- ii. in the preceding fiscal year, you received —
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execom.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

Applicability and what to report.

Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipients five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- i. in the subrecipient's preceding fiscal year, the subrecipient received —
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To

determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at

<http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

 - i. Subawards, and
 - i. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
 1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

ATTACHMENT B: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency; • A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

ATTACHMENT C: AD-1048 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions
(See Next Page for Form)



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, 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;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

City of Pensacola, FL

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

D.C. Reeves, Mayor of Pensacola, FL

SIGNATURE

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) 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 or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may 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.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or 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.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-298

City Council

4/11/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-28 - NATIONAL ARBOR DAY
FOUNDATION GRANT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No: 2024-28

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

City of Pensacola has been awarded a grant through the National Arbor Day Foundation in the amount of \$1,000,000 (with an anticipated completion date of September 30, 2028) to reforest disadvantaged and vulnerable neighborhoods that no longer resemble the densely forested lands that once characterized Florida's panhandle prior to its settlement in 1559. All of the requested grant funds will be used to perform various work in disadvantaged communities.

The scope of work will include planting up to 250 new trees that will combat invasive tree/plant species, as well as establishing a full-time summer forestry intern. Other planned activities include building the professional capacity of City staff and local providers of forestry. The City of Pensacola also plans to foster and support the community's stewardship of urban and community forests. Additionally, the City will use these funds to educate its local tree care contractors practicing within the City, as well as the community as a whole, on proper work and safety protocols.

PRIOR ACTION:

None

FUNDING:

Budget: \$1,000,000 (Arbor Day Grant)

Cost: \$1,000,000

FINANCIAL IMPACT:

This project will be fully funded by the grant award.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/26/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Lovoy, Finance Director

Wendy Gavin, Transportation Division Manager

Joel Hollon, Senior Grant Writer

William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-28
2. Supplemental Budget Explanation No. 2024-28

PRESENTATION: No

**RESOLUTION
NO. 2024-28**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	39,809,453
Amended		
To Read:	Federal Grants	40,809,453
As Reads	Operating Expenses	3,549,433
Amended		
To Read:	Operating Expenses	4,549,433

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 - NATIONAL ARBOR DAY FOUNDATION GRANT- Explanation RES NO. 2024-28

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	1,000,000	Increase appropriation for State Grants - FDLE - SAFE Program
Total Revenues	<u>1,000,000</u>	
Appropriations		
Operating Expenses	1,000,000	Increase appropriation for Operating Expenses
Total Appropriations	<u>1,000,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-301

City Council

4/11/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2024-34 - PAID PARKING FY24 BUDGET FEE SCHEDULE

RECOMMENDATION:

That City Council approve Resolution No. 2024-34.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING AND MAKING REVISIONS TO THE FY24 BUDGET FEE SCHEDULE FOR THE FISCAL YEAR BEGINNING OCTOBER 1,2023; APPROVING AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola Parking Management Department is requesting adjustments to the paid parking fee schedule to increase from \$0.50 per hour to \$1.00 per hour. The last increase in the paid parking fees occurred in 2007 whereby rates increased from \$0.25 per hour to \$0.50 per hour.

PRIOR ACTION:

NONE

FUNDING:

24' Budget Revenue: \$580,000 - Hourly Paid Parking Sessions, Pay Stations And Platform Payments

24' Estimated Additional Revenue: \$241,000 - Hourly Paid Parking Sessions, Pay Stations, And Platform Payments

FINANCIAL IMPACT:

Approval of the Resolution will increase parking revenues by an estimated 50% from \$580,000

to \$821,000 for 2024. The increased revenue will be reinvested in the City's municipal parking products to improve the customers' parking experience, payment technology, and parking equipment.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Deputy City Administrator
Lissa Dees, Parking and Constituent Services Director

ATTACHMENTS:

1. Resolution No. 2024-34 - Paid Parking Fee Schedule

PRESENTATION: No

RESOLUTION
NO. 2024-35

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA AUTHORIZING AND MAKING REVISIONS TO
THE FY24 BUDGET FEE SCHEDULE FOR THE FISCAL
YEAR BEGINNING OCTOBER 1, 2023; APPROVING AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola adopted the Fiscal Year 2024 City of Pensacola budget that included the fee schedule for the Parking Management Department;

WHEREAS, to support operational needs, the Mayor recommends modifications to the fee schedule to achieve consistency with projected revenues;

WHEREAS, the changes in the fee schedule are aligned with recommendations of the 2024 Parking Study.

WHEREAS, the last paid parking fee increase occurred in 2007 whereby rates were increased from \$0.25 per hour to \$0.50 per hour.

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

Section 1. The Parking Management fee schedule increase is approved to increase the paid parking fees from \$0.50 per hour to \$1.00 per hour.

Section 2. This resolution shall become effective on the fifth (5th) business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-122

City Council

4/11/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2024-16 - AMENDMENT TO THE PARKS AND RECREATION ROGER SCOTT TENNIS CENTER FEE SCHEDULE FOR FISCAL YEAR 2024

RECOMMENDATION:

That City Council adopt Resolution No. 2024-16.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING AND MAKING REVISION TO THE FY24 BUDGET FEE SCHEDULES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola Parks and Recreation Department administers municipal leisure facilities and programs that provide the best possible year-round comprehensive recreational activities for all segments of our community. Facility and program fees are reviewed on an annual basis and adjusted accordingly to the adoption of the annual budget. However, the fees may be changed at any time as recommended by the Mayor and upon approval of the City Council.

On November 4, 2021, the City of Pensacola entered into an Interlocal Agreement with Escambia County, Florida prior to the renovations of the tennis courts at Roger Scott Tennis Center. Whereas the fees for county residents would not exceed fees established for City residents. On March 20, 2023, the renovation project commenced. The Fiscal Year 2024 budget was adopted by City Council with the verbiage only listing one fee to be collected for all residents.

Staff would like to amend the Fiscal Year 2024 fee schedule for the Roger Scott Tennis Center. Staff would like to amend the verbiage and increase the fees for the Annual, Quarterly, and the Daily Memberships. The amended verbiage for the Annual Memberships will list a City/County Resident Fee and a Non-Resident Fee and add a fee schedule detailing Quarterly

Memberships. The fee schedule for the Annual Membership, Quarterly Memberships, and the Daily Rates will have a fee increase.

Attached are the Roger Scott Tennis Center fee schedule for the Fiscal Year 2023 and the Fiscal Year 2024, as well as, the recommended changes. Sales tax will be charged if applicable. Upon approval by City Council, fee will be effective with the beginning of each seasonal program unless noted otherwise.

PRIOR ACTION:

November 10, 2023 - City Council adopted Resolution No. 2022-100 adopting amendment to the Parks and Recreation Fee Schedules for Fiscal Year 2023.

FUNDING:

N/A

FINANCIAL IMPACT:

An increase in the Roger Scott Tennis Center fee will not impact the Tennis Center Fund. Compensation to be received by the City of Pensacola will be determined by the terms within the Professional Service Agreement during the term of the agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/23/2024

STAFF CONTACT:

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

ATTACHMENTS:

1. Resolution No. 2024-16
2. Roger Scott Tennis Center Fee Schedule-FY23
3. Roger Scott Tennis Center Fee Schedule-FY 24
4. Roger Scott Tennis Center Revised Fee Schedule-FY 24

PRESENTATION: No

RESOLUTION
NO. 2024-16

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA AUTHORIZING AND MAKING REVISIONS TO
THE FY24 BUDGET FEE SCHEDULE FOR THE FISCAL
YEAR BEGINNING OCTOBER 1, 2023; APPROVING AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola adopted the Fiscal Year 2024 City of Pensacola budget that included the fee schedule for the Parks and Recreation Roger Scott Tennis Center;

WHEREAS, to support operational needs, the Mayor recommends modifications to the fee schedule to achieve consistency with projected revenues;

WHEREAS, the changes in the fees are in the public interest to support services provided and intended to be consistent with approved FY23 budget and FY24 budget.

WHEREAS, the changes in the fees for County residents will not exceed user fees established for City residents.

WHEREAS, the changes in the fees include a rate for Hard Court, Non-Resident.

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

Section 1. The Parks and Recreation Fee Schedule increases are approved for Roger Scott Tennis Center activities to include Annual Membership - Individual, Hard Court - City/County Resident from \$337.00 to \$360.00; Annual Membership – Individual, Hard Court – Non-Resident from \$490.78 to \$540.00; Annual Membership – Individual, All Courts from \$803.22 to \$858.00; Annual Membership - Sr. Citizen (65 & Over), Hard Court – City/County Resident from \$232.27 to \$248.00; Annual Membership - Sr. Citizen (65 & Over), Hard Court – Non-Resident from \$337.13 to \$371.00; Annual Membership - Sr. Citizen (65 & Over), All Court from \$551.64 to \$589.00; Annual Membership – Student (Under 18), Hard Court – City/County Resident from \$191.63 to \$205.00; Annual Membership – Student (Under 18), Hard Court – Non-Resident from 279.06 to \$307.00; Annual Membership – Student (Under 18), All Courts from \$456.09 to \$487.00; Annual Memberships – Family, Two People, Hard Court – City/County Resident from 421.87 to \$451.00; Annual Memberships – Family, Two People, Hard Court – Non-Resident from \$613.76 to \$675.00; Annual Memberships – Family, Two People, All Courts from \$1,003.39 to \$1,072.00; Annual Memberships – Sr. Citizen (65 & Over), Hard Court – City/County Resident from 291.49 to \$311.00; Annual Memberships – Sr. Citizen (65 & Over), Hard Court – Non-Resident from \$421.69 to \$464.00; Annual Memberships – Sr.

Citizen (65 & Over), All Courts from \$689.84 to \$737.00; Annual Membership – Family Unlimited (Spouse & Children Under 18), Hard Court – City/County Resident from \$505.49 to \$540.00; Annual Membership – Family Unlimited (Spouse & Children Under 18), Hard Court – Non-Resident from \$750.30 to \$825.00; Annual Membership – Family Unlimited (Spouse & Children Under 18), All Courts from \$1,103.46 to \$1,178.00; Quarterly Membership - Individual, Hard Court - City/County Resident from \$93.31 to \$121.00; Annual Membership – Individual, Hard Court – Non-Resident from \$137.28 to \$178.00; Annual Membership – Individual, All Courts from \$214.96 to \$279.00; Quarterly Membership - Sr. Citizen (65 & Over), Hard Court – City/County Resident from \$65.98 to \$86.00; Annual Membership - Sr. Citizen (65 & Over), Hard Court – Non-Resident from \$95.98 to \$125.00; Annual Membership - Sr. Citizen (65 & Over), All Court from \$149.31 to \$194.00; Quarterly Membership – Student (Under 18), Hard Court – City/County Resident from \$55.37 to \$72.00; Annual Membership – Student (Under 18), Hard Court – Non-Resident from \$80.37 to \$104.00; Annual Membership – Student (Under 18), All Courts from \$124.38 to \$162.00; Quarterly Memberships – Family, Two People, Hard Court – City/County Resident from 421.87 to \$451.00; Annual Memberships – Family, Two People, Hard Court – Non-Resident from \$613.76 to \$675.00; Annual Memberships – Family, Two People, All Courts from \$1,003.39 to \$1,072.00; Quarterly Memberships – Sr. Citizen (65 & Over), Hard Court – City/County Resident from \$115.45 to \$150.00; Annual Memberships – Sr. Citizen (65 & Over), Hard Court – Non-Resident from \$118.70 to \$154.00; Annual Memberships – Sr. Citizen (65 & Over), All Courts from \$185.37 to \$241.00; Quarterly Membership – Family Unlimited (Spouse & Children Under 18), Hard Court – City/County Resident from \$137.27 to \$178.00; Annual Membership – Family Unlimited (Spouse & Children Under 18), Hard Court – Non-Resident from \$207.02 to \$269.00; Annual Membership – Family Unlimited (Spouse & Children Under 18), All Courts from \$293.29 to \$381.00; Daily Rates – Hard Courts (Weekdays Only), Adults from \$8.24 to \$9.00; Daily Rates – Hard Courts (Weekdays Only), Children from \$6.18 to \$6.50; Daily Rates – Clay Courts (Weekdays Only), Adults from \$12.36 to \$13.00; Daily Rates – Clay Courts (Weekdays Only), Children from \$8.24 to \$9.00; Daily Rates – Clay Courts (Weekdays Only), Hard Court Members from \$5.15 to \$8.00; Court Rental Fees – Per Court from \$10.30 to \$11.50.

Section 2. This resolution shall become effective on the fifth (5th) 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

PARKS & RECREATION FEE SCHEDULES
ROGER SCOTT TENNIS CENTER

Effective 10/01/2022

Annual Memberships (Plus Sales Tax)

<u>Individual</u>	FY23 Fee	<u>Family, Two People</u>	FY23 Fee
City Resident Hard Court	\$327.18	City Resident Hard Court	\$ 409.58
Non-City Resident Hard Court	490.78	Non-City Resident Hard Court	613.76
All Court	779.82	All Court	974.16
<u>Sr. Citizen (65 & Over)</u>		<u>Sr. Citizen (65 & Over)</u>	
City Resident Hard Court	225.50	City Resident Hard Court	283.00
Non-City Resident Hard Court	337.13	City Non-Resident Hard Court	421.69
All Court	535.57	All Court	669.74
<u>Student (Under 18)</u>		<u>Family, Unlimited</u>	
City Resident Hard Court	186.04	(Spouse & Children Under 18)	
Non-City Resident Hard Court	279.06	City Resident Hard Court	490.76
All Court	442.80	Non-City Resident Hard Court	750.30
		All Court	1,071.32

Daily Rates (Includes Sales Tax)

<u>HARD COURTS</u>		<u>CLAY COURTS</u>	
<u>Weekdays Only</u>		<u>Weekdays Only</u>	
Adults	8.00	Adults	12.00
Children	6.00	Children	8.00

Court Rental Fees (Includes sales tax)

Per Court	10.00
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NOTE: Hard Court Members may pay a daily premium of \$5.00 to play on a clay court.

PARKS & RECREATION FEE SCHEDULES
ROGER SCOTT TENNIS CENTER

(Fees Effective Upon Reconstruction of Courts)

Annual Memberships (Plus Sales Tax)

	<u>FY23</u>		<u>FY23</u>
<u>Individual</u>	<u>Fee</u>	<u>Family, Two People</u>	<u>Fee</u>
Resident Hard Court	\$337.00	Resident Hard Court	\$ 421.87
All Court	803.22	All Court	1,003.39
 <u>Sr. Citizen (65 & Over)</u>		 <u>Sr. Citizen (65 & Over)</u>	
Resident Hard Court	232.27	Resident Hard Court	291.49
All Court	551.64	All Court	689.84
 <u>Student (Under 18)</u>		 <u>Family, Unlimited</u>	
Resident Hard Court	191.63	(Spouse & Children Under 18)	
All Court	456.09	Resident Hard Court	505.49
		All Court	1,103.46

Daily Rates (Includes Sales Tax)

<u>HARD COURTS</u>		<u>CLAY COURTS</u>	
<u>Weekdays Only</u>		<u>Weekdays Only</u>	
Adults	8.24	Adults	12.36
Children	6.18	Children	8.24

Court Rental Fees (Includes sales tax)

Per Court	10.30
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NOTE: Hard Court Members may pay a daily premium of \$5.15 to play on a clay court.

PARKS & RECREATION FEE SCHEDULES
ROGER SCOTT TENNIS CENTER

Effective 10/01/2023

<i>Annual Memberships</i> <i>(Plus Sales Tax)</i>	FY24 Fee	<i>Daily Rates</i> <i>(Includes Sales Tax)</i>	FY24 Fee
<u>Individual</u>		<u>Hard Courts</u>	
Hard Court	\$ 337.00	(Weekdays Only)	
All Court	803.22	Adults	\$ 8.24
		Children	6.18
<u>Sr. Citizen (65 & Over)</u>		<u>Clay Courts</u>	
Hard Court	232.27	(Weekdays Only)	
All Court	551.64	Adults	12.36
		Children	8.24
<u>Student (Under 18)</u>		<i>Court Rental Fees</i> <i>(Includes sales tax)</i>	
Hard Court	191.63	Per Court	10.30
All Court	456.09		
<u>Family, Two People</u>			
Hard Court	421.87		
All Court	1,003.39		
<u>Sr. Citizen (65 & Over)</u>			
Hard Court	291.49		
All Court	689.84		
<u>Family, Unlimited</u>			
(Spouse & Children Under 18)			
Hard Court	505.49		
All Court	1,103.46		

NOTE: Hard Court Members may pay a daily premium of \$5.15 to play on a clay court.

PARKS & RECREATION FEE SCHEDULES
Roger Scott Tennis Center Fee Revisions 2024

Annual Memberships (Plus Sales Tax)	FY23 Fee	FY24 Fee	Revised FY24 Fee
<u>Individual</u>			
Hard Court - City/County Resident		337.00	360.00
Hard Court - Non-Resident	490.78		540.00
All Courts		803.22	858.00
<u>Sr. Citizen (65 & Over)</u>			
Hard Court - City/County Resident		232.27	248.00
Hard Court - Non-Resident	337.13		371.00
All Courts		551.64	589.00
<u>Student (Under 18)</u>			
Hard Court - City/County Resident		191.63	205.00
Hard Court - Non-Resident	279.06		307.00
All Courts		456.09	487.00
<u>Family, Two People</u>			
Hard Court - City/County Resident		421.87	451.00
Hard Court - Non-Resident	613.76		675.00
All Courts		1,003.39	1,072.00
<u>Sr. Citizen (65 & Over)</u>			
Hard Court - City/County Resident		291.49	311.00
Hard Court - Non-Resident	421.69		464.00
All Courts		689.84	737.00
<u>Family, Unlimited</u>			
(Spouse & Children Under 18)			
Hard Court - City/County Resident		505.49	540.00
Hard Court - Non-Resident	750.30		825.00
All Courts		1,103.46	1,178.00
Daily Rates (Includes Sales Tax)	FY23 Fee	FY24 Fee	Revised FY24 Fee
<u>Hard Courts</u>			
(Weekdays Only)			
Adults	8.00	8.24	9.00
Children	6.00	6.18	6.50
<u>Clay Courts</u>			
(Weekdays Only)			
Adults	12.00	12.36	13.00
Children	8.00	8.24	9.00
Hard Court Members		5.15	8.00
Court Rental Fees (Includes sales tax)			
Per Court	10.00	10.30	11.50

Quarterly Memberships (Plus Sales Tax)	FY24 Fee	Revised FY24 Fee
<u>Individual</u>		
Hard Court - City/County Resident	93.31	121.00
Hard Court -Non Resident	137.28	178.00
All Courts	214.96	279.00
<u>Sr. Citizen (65 & Over)</u>		
Hard Court - Resident	65.98	86.00
Hard Court - Non-Resident	95.98	125.00
All Courts	149.31	194.00
<u>Student (Under 18)</u>		
Hard Court - City/County Resident	55.37	72.00
Hard Court - Non-Resident	80.37	104.00
All Courts	124.38	162.00
<u>Family, Two People</u>		
Hard Court - City/County Resident	115.45	150.00
Hard Court - Non-Resident	170.32	221.00
All Courts	267.18	347.00
<u>Sr. Citizen (65 & Over)</u>		
Hard Court - City/County Resident	81.43	106.00
Hard Court - Non-Resident	118.70	154.00
All Courts	185.37	241.00
<u>Family, Unlimited</u>		
(Spouse & Children Under 18)		
Hard Court - City/County Resident	137.27	178.00
Hard Court - Non-Resident	207.02	269.00
All Courts	293.29	381.00



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-335

City Council

4/11/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2024 -32 SUPPORTING FLORIDA DEPARTMENT OF
TRANSPORTATION TEMPORARY ROAD CLOSURE FOR SR 30 (US 98) GARDEN
STREET PROJECT FROM "N" STREET TO SR 8A (I-110) RAMP

RECOMMENDATION:

That City Council adopt Resolution No 2024-32.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, TO
APPROVE A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF THE
MILLING AND RESURFACING OF SR 30 (US 98) GARDEN ST FROM N ST TO SR 8A (I-
110) RAMP, FPID 435178-3-52-01.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Florida Department of Transportation (FDOT) is requesting a resolution of support to approve usage of City roads as detours for temporary road closures for the Garden Street milling and resurfacing project. Garden Street will primarily stay open with two-way traffic shifted to either the westbound or eastbound lanes during different phases of construction. Sections of Barrancas Ave and B St through I St will be closed and traffic will be rerouted to surrounding streets. Any side street that is closed for sanitary sewer or stormwater system component installations will be reopened to traffic within 5 days of closure. South B St will be reopened to traffic within 20 days of closure. Barrancas Ave (including South D Street) will be reopened to traffic within 25 days of closure. The various phases of construction will be accompanied with modifications to the detour plan.

In advance of any change to the detour route, the City's Public Information Office will be notified, and onsite message boards will proactively convey this information. On-site work is anticipated to begin in Fall or Winter of 2024/2025.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/26/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator

Amy Tootle, PE, Director of Public Works and Engineering

ATTACHMENTS:

1. Resolution No. 2024-32
2. Appendix A Road Closure Details

PRESENTATION: No

RESOLUTION
NO. 2024-32

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, TO APPROVE A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF THE MILLING AND RESURFACING OF SR 30 (US 98) GARDEN ST FROM N ST TO SR 8A (I-110) RAMP, FPID 435178-3-52-01.

WHEREAS, in Fiscal Year 2024, the Florida Department of Transportation (hereinafter referred to as the “DEPARTMENT”) proposes to undertake and complete a resurfacing, restoration, and rehabilitation project on State Road (SR) 30 (US 98) Garden St in Escambia County, Florida, FPID Number 435178-3-52-01 (hereinafter referred to as the “Project”); and

WHEREAS, the City Council of the City of Pensacola supports the DEPARTMENT’S efforts in these regards; and

WHEREAS, it is necessary that sections of Barrancas Ave and B St through I St be temporarily closed and detours provided as identified in Appendix A to successfully complete the PROJECT, and

WHEREAS, said road closure will reduce construction time and costs, minimize impacts to the traveling public, and minimize construction easements; and

WHEREAS, said road closures will be performed in accordance with the Construction Plans dated February 26, 2024, including any updates and/or revisions thereof as exist on file with the DEPARTMENT for this PROJECT (the “PLANS”), which are herein incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, THAT:

Section 1. The above stated recitals in the Whereas clauses are true and correct and incorporated herein by reference.

Section 2. The City Council does hereby authorize the DEPARTMENT to temporarily close aforementioned streets in accordance with the PLANS.

Section 3. The City Council does here by confirm that the City of Pensacola will continue to maintain City-owned detour roads during construction of the PROJECT.

Section 4. 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. A certified copy of this Resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

City Clerk

APPENDIX A

Construction Notes for Side Streets

1. Contractor will maintain access to side streets at all times with exceptions as follows:
 - a. Side street road closures will be limited to one closure per utility (water, sanitary, storm) crossing.
 - b. Multiple side road closures on the same day are prohibited.
 - c. Water Line Installations (Phase IIA & IIB)
 - i. Any side street that is closed for water line component installations shall be reopened to traffic within 24 hrs of closure- *Damage Recovery applies*.
 - d. Stormwater System (Phase IIA & IIB)
 - i. Unless noted below, any side street that is closed for stormwater system component installations shall be reopened to traffic within 120 hrs (5 days) of closure. - *Damage Recovery applies*.
 - ii. S B Street shall be reopened to traffic within 480 hrs (20 days) of closure - *Damage Recovery applies*.
 - iii. Barrancas Ave (inc. S D Street) shall be reopened to traffic within 600 hrs (25 days) of closure - *Damage Recovery applies*.
 - iv. Side streets shall be reconstructed per the Trench Cut Pavement Repair Details on the Typical Section (sheet 8). Pavement repairs are included within the allotted times.
 - e. Sanitary Sewer Installations (Phase IIA & IIB)
 - i. Any side street that is closed for sanitary sewer component installations shall be reopened to traffic within 120 hours (5 days) of closure. - *Damage Recovery applies*.

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TRAFFIC CONTROL GENERAL NOTES
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1. LANE CLOSURES ON SR 30 WILL BE PROHIBITED FROM 6 AM TO 8 PM MONDAY THROUGH THURSDAY AND FRIDAY AT 6 AM UNTIL SUNDAY AT 8 PM.
2. ALL LANES MUST BE REOPENED TO NORMAL TRAFFIC WITHIN 12 HOURS OF AN EVACUATION NOTICE FOR A HURRICANE OR ANY OTHER EMERGENCY EVENT AND SHALL REMAIN OPEN UNTIL OTHERWISE DIRECTED BY THE ENGINEER.
3. ALL EXISTING POSTED SPEED LIMITS SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
4. REFER TO STANDARD PLANS INDEX 102-600 TO ADDRESS ANY DROP-OFF HAZARDS THAT MAY OCCUR DURING CONSTRUCTION. USE OF THE SLOPE TREATMENT IS ANTICIPATED. TEMPORARY BARRIER/SHIELDING PER SPI 102-600 WILL BE REQUIRED IF THE CONTRACTOR CHOOSES TO LEAVE THE HAZARD IN PLACE DURING NON-WORK HOURS.
5. THE CONTRACTOR SHALL NOT STORE EQUIPMENT OR MATERIAL OF ANY KIND ON CSXT RIGHT OF WAY OF WHERE THAT MAY HAVE THE POTENTIAL TO INTERFERE WITH RAIL OPERATIONS UNLESS CONTRACTOR HAS RECEIVED PRIOR WRITTEN AUTHORIZATION BY RAIL REPRESENTATIVE.
6. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AT ALL TIMES. COST OF MAINTAINING DRAINAGE SHALL BE PAID FOR UNDER ITEM 102-1.
7. COORDINATE ALL RAILROAD ACTIVITIES THROUGH FDOT DISTRICT 3 RAIL ADMINISTRATOR, RAY CORBITT, AT 850-330-1557; RAY.CORBITT@DOT.STATE.FL.US
8. CSXT FLAGMAN IS REQUIRED ANYTIME CONTRACT ACTIVITIES OCCUPY OR HAVE POTENTIAL TO IMPACT CSXT ROW OR TRACKS.
9. UNDER NO CONDITIONS SHALL WORK AFFECT THE SAFE PASSAGE OF TRAINS OR OTHER ON TRACK EQUIPMENT.
10. CONTRACTOR AND ALL SUBCONTRACTORS (IF APPLICABLE) SHALL PROCURE AND MAINTAIN RAILROAD PROTECTIVE LIABILITY INSURANCE AND COVERAGE OF INSURANCE BEFORE ACCESSING CSXT ROW.
11. AGENCY AND CONTRACTOR ARE NOT PERMITTED TO CROSS CSXT'S PROPERTY OR TRACKS, EXCEPT ON EXISTING PUBLIC ROAD CROSSINGS, WITH VEHICLES, MEN EQUIPMENT OF ANY KIND WITHOUT PRIOR AUTHORIZATION FROM CSXT OR AUTHORIZED REPRESENTATIVE.
12. BASED ON THE PROJECT SCOPE, CSXT WILL DETERMINE THE LEVEL OF TRACK/ROW PROTECTION REQUIRED. HOWEVER, NO WORK ON OR WITH IMPACTS TO CSXT ROW IS PERMITTED WITHOUT SAID TRACK/ROW PROTECTION.
13. CONTRACTOR SHALL REFER TO THE CSXT PUBLIC PROJECTS MANUAL, MOST RECENT EDITION, FOR CONSTRUCTION REQUIREMENTS WHILE WITHIN THE CSXT RIGHT-OF-WAY (ROW).
14. CONTRACTOR MUST HAVE AN EMERGENCY ACTION AND HURRICANE PREPAREDNESS PLAN AND MEANS AND METHODS, WHICH SHOULD BE SITE SPECIFIC AND MUST INCLUDE COORDINATION WITH CSXT AND CSXT REPRESENTATIVE, WHILE WORKING WITHIN THE CSXT ROW LIMITS. THESE PLANS MUST BE PROVIDED TO CSXT FOR REVIEW AND ACCEPTANCE PRIOR TO WORK COMMENCING WHICH MAY IMPACT CSXT RIGHT-OF-WAY (ROW) OR FACILITIES.
15. IF ANY ISSUE OR INCIDENT OCCURS WITHIN CSXT RIGHT-OF-WAY (ROW), CONTRACTOR MUST CONTACT THE CSXT PUBLIC SAFETY COORDINATION CENTER AT 800-232-0144 AND NOTIFY CSXT REPRESENTATIVE.
16. "ONE CALL" SERVICES DO NOT LOCATE BURIED RAILROAD SIGNAL AND COMMUNICATIONS LINES. THE CONTRACTOR SHALL CONTACT THE RAILROAD'S REPRESENTATIVE TWO (2) WEEKS IN ADVANCE OF THOSE PLACES WHERE EXCAVATION, PILE DRIVING, OR HEAVY LOADS MAY DAMAGE RAILROAD UNDERGROUND LINES ON RAILROAD PROPERTY. UPON REQUEST FROM THE CONTRACTOR OR AGENCY, RAILROAD SIGNAL FORCES WILL LOCATE AND PAINT MARK OR FLAG RAILROAD UNDERGROUND SIGNAL, COMMUNICATION, AND POWER LINES IN THE AREA TO BE DISTURBED FOR THE CONTRACTOR. AVOID EXCAVATION OR OTHER DISTURBANCE OF THESE LINES WHICH ARE CRITICAL TO CONTRACTOR. THE SAFETY OF THE RAILROAD AND THE PUBLIC. IF DISTURBANCE OR EXCAVATION IS REQUIRED NEAR A BURIED RAILROAD SIGNAL, COMMUNICATION, OR POWER LINE, THE LINE SHALL BE POTHOLED MANUALLY WITH CAREFUL HAND EXCAVATION BY THE CONTRACTOR AND PROTECTED BY THE CONTRACTOR DURING THE COURSE OF THE DISTURBANCE UNDER THE SUPERVISION AND DIRECTION OF A RAILROAD SIGNAL REPRESENTATIVE.
17. ALL SOILS EXCAVATED WITHIN CSXT'S RAILROAD RIGHT-OF-WAY SHALL REMAIN ON CSXT'S RIGHT-OF-WAY. TESTING OF SOILS ON CSXT ROW IS PROHIBITED WITHOUT PRIOR WRITTEN CSXT AUTHORIZATION. ANY SOILS EXCAVATED ON CSXT ROW CAN BE REUSED ON THE ROW PROVIDED PLACING SOILS ALONG CSXT ROW POSES NO ADVERSE IMPACTS TO THE EXISTING TERRAIN, DRAINAGE OR ENVIRONMENT. SHOULD SOIL NEED TO BE REMOVED FROM CSXT ROW, THE CSXT ENVIRONMENTAL DEPARTMENT WILL SAMPLE THE SOIL FOR DISPOSITION. SOIL STAGED ON CSXT MUST FOLLOW CSXT PROTOCOL AND BE PROPERLY STORED AND/OR PROTECTED FROM THE ELEMENTS AND POTENTIAL EXPOSURE.
18. PROVIDE THE DEPARTMENT WITH A 45 DAY ADVANCE NOTICE OF BEGINNING WORK WITHIN THE RAILROAD RIGHT OF WAY TO ALLOW FOR THE SCHEDULING OF TRACK/ROW PROTECTION. FAILURE BY THE CONTRACTOR TO MEET THE REQUIREMENTS OF THIS NOTE CONSTITUTES A FULL, COMPLETE ABSOLUTE AND IRREVOCABLE WAIVER BY THE CONTRACTOR OF ANY RIGHT TO CLAIM FOR ADDITIONAL COMPENSATION OR A TIME EXTENSION RELATED TO WORK WITHIN THE RAILROAD RIGHT OF WAY".
19. OFFSITE RUNOFF AND ADDITIONAL DRAINAGE DUE TO CONSTRUCTION ACTIVITIES SHALL NOT BE DIVERTED TOWARD THE CSXT ROW.
20. EROSION CONTROL DEVICES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM CENTERLINE OF RAILROAD TRACKS. CHEMICAL TREATMENT METHODS FOR EROSION AND SEDIMENT CONTROL ARE PROHIBITED TO BE UTILIZED ADJACENT AND WITHIN CSXT ROW.
21. IF DEWATERING IS PLANNED TO BE IMPLEMENTED WITHIN THE CSXT ROW, CSXT ENVIRONMENTAL DEPARTMENT MUST REVIEW AND APPROVE THE PLAN PRIOR TO WORK BEING INITIATED ON CSXT PROPERTY.

TRAFFIC CONTROL GENERAL NOTES
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22. WHEN GRADE DIFFERENCES EXIST BETWEEN THE ROADWAY AND THE CURB AND GUTTER AT SIDE STREET INTERSECTIONS, THE CONTRACTOR SHALL MAINTAIN A 6-FOOT-WIDE ASPHALT WEDGE AT A 1:12 MAXIMUM SLOPE TO PROVIDE A SMOOTH TRANSITION FOR PEDESTRIANS FROM THE ROADWAY TO THE CURB AND GUTTER TO ELIMINATE TRIPPING HAZARDS. COST SHALL BE INCLUDED IN THE COST OF MILLING.
23. ACCESS TO SIDE ROADS AND DRIVEWAYS SHALL BE MAINTAINED UNLESS ABSOLUTLEY NECESSARY AND APPROVED BY THE ENGINEER. IF SIDE ROADS ARE TO BE CLOSED, THEY MAY NOT BE CLOSED FOR A PERIOD LONGER THAN 48 HOURS.
24. IF PEDESTRIANS ENCOUNTER WORK ZONES WITHIN SEGMENTS OF CLOSED SIDEWALK, PEDESTRIANS SHALL BE DIRECTED SAFELY THROUGH ACTIVE WORK ZONES. SECTIONS OF SIDEWALK AND CURB RAMPS SHALL BE RECONSTRUCTED IN A MANNER WHICH ALLOWS THEM TO BE RE-OPENED TO PEDESTRIAN TRAFFIC WITHIN A 48-HR PERIOD. THIS 48-HOUR PERIOD SHALL INCLUDE NECESSARY REMOVAL AND REPLACEMENT.
25. TEMPORARY CONSTRUCTION MATERIAL SHALL NOT REMAIN ON SIDEROADS LONGER THAN 3 DAYS.
26. GARDEN STREET SHALL NOT BE OPENED WITHOUT INSTALLATION OF ASPHALT MATERIAL.
27. WATER AND SEWER UTILITIES ON THE NORTH AND SOUTH SIDE OF THE PROJECT ARE INDEPENDENT OF EACH OTHER. TESTING AND ACCEPTANCE OF THE SYSTEMS MAY BE PERFORMED INDEPENDENTLY.
28. GRAVITY UTILITIES SHALL BE INSTALLED FROM LOWEST ELEVATION TO HIGHEST ELEVATION.
29. WHEN GRADE DIFFERENCES EXIST BETWEEN GARDEN STREET AND INTERSECTING STREET OR TURNOUTS, THE CONTRACTOR SHALL MAINTAIN A 2-FOOT ASPHALT WEDGE OR A MILLED TAPER TO PROVIDE A SMOOTH TRANSITION FROM THE STREET OR TURNOUT ONTO GARDEN STREET. COST SHALL BE INCLUDED IN THE COST OF MILLING.
30. PROVIDE A TRAFFIC CONTROL OFFICER TO DIRECT TRAFFIC THROUGH SIGNALIZED INTERSECTIONS WHEN CONSTRUCTION OPERATIONS ARE WITHIN THE LIMITS OF THE INTERSECTION.
31. ARCHEOLOGICAL MONITORING IS NECESSARY FOR ALL GROUND DISTURBING WORK ALONG SR 30, FROM STA. 182+80 TO STA. 207+50. THE CONTRACTOR SHALL CONTACT ZENA RILEY-TAYLOR (850-330-1507), DISTRICT CULTURAL RESOURCES COORDINATOR, AT LEAST TWO WEEKS PRIOR TO THESE ACTIVITIES FOR SCHEDULING OF MONITOR.
32. COORDINATE ALL ROADWAY ACTIVITIES WITH THE FOLLOWING ORGANIZATIONS FOR EVENTS:

ORGANIZATION	TELEPHONE NUMBER
EAST HILL ACADEMY	(850) 437-5560
PENSACOLA STATE COLLEGE	(850) 484-1374
UNIVERSITY OF WEST FLORIDA	(850) 359-9595
ECAT	(850) 595-3228
BAY CENTER	(850) 432-0800
WAHOO STADIUM	(850) 934-8444
CITY OF PENSACOLA FERRY SERVICES	(850) 466-3379
PENSACOLA SPORTS ASSOCIATION	(850) 475-4960
VINYL MUSIC HALL	(850) 607-6758

CONSTRUCTION NOTES FOR SIDE STREETS
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1. DETOURS MUST BE IN PLACE PRIOR TO THE CLOSING OF ANY SIDE STREET.
2. CONTRACTOR WILL MAINTAIN ACCESS TO SIDE STREETS AT ALL TIMES WITH EXCEPTIONS AS FOLLOWS:
 - WATER MAIN INSTALLATIONS (PHASE IIA & IIB)
 - ANY SIDE STREET THAT IS CLOSED FOR WATER MAIN COMPONENT INSTALLATIONS SHALL BE REOPENED TO TRAFFIC WITHIN 24 HOURS ONCE THE SIDE STREET HAS BEEN CLOSED. - DAMAGE RECOVERY APPLIES
 - STORM WATER SYSTEM (PHASE IIA & IIB)
 - ANY SIDE STREET THAT IS CLOSED FOR STORM WATER COMPONENT INSTALLATIONS SHALL BE REOPENED TO TRAFFIC NO LATER THAN 120 HOURS (5 DAYS) ONCE THE SIDE STREET HAS BEEN CLOSED. - DAMAGE RECOVERY APPLIES
 - B STREET AND BARRANCAS AVE (INC. D STREET) WILL FOLLOW THE SP0081200 PROSECUTION AND PROGRESS - INCENTIVE/ DISINCENTIVE APPLIES
 - THE CONTRACTOR SHALL CONSTRUCT THE CROSS DRAIN TRENCH CUT PAVEMENT REPAIR DETAIL AS DEPICTED ON THE TYPICAL SECTION OF THE ROADWAY PLANS WITHIN THE ALLOTTED TIME FOR INCENTIVIZED WORK ASSOCIATED WITH SP0081200.
 - SANITARY SEWER MAIN INSTALLATIONS (PHASE IIA & IIB)
 - ANY SIDE STREET THAT IS CLOSED FOR SANITARY SEWER MAIN COMPONENT INSTALLATIONS SHALL BE REOPENED TO TRAFFIC NO LATER THAN 120 HOURS (5 DAYS) ONCE THE SIDE STREET HAS BEN CLOSED. - DAMAGE RECOVERY APPLIES

GENERAL NOTES

REVISIONS				ENGINEER OF RECORD			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
							SR 30	ESCAMBIA	435178-3-52-01	

TEMPORARY TRAFFIC
CONTROL PLAN

PHASE NOTES:
=====

PHASE I
=====

THE INTENT OF THIS PHASE IS TO CONSTRUCT SIDEWALK, CURB AND GUTTER, CURB RAMPS, DETECTABLE WARNINGS, AND MIDBLOCK CROSSWALK, AND DRIVEWAYS FROM N ST TO I ST.

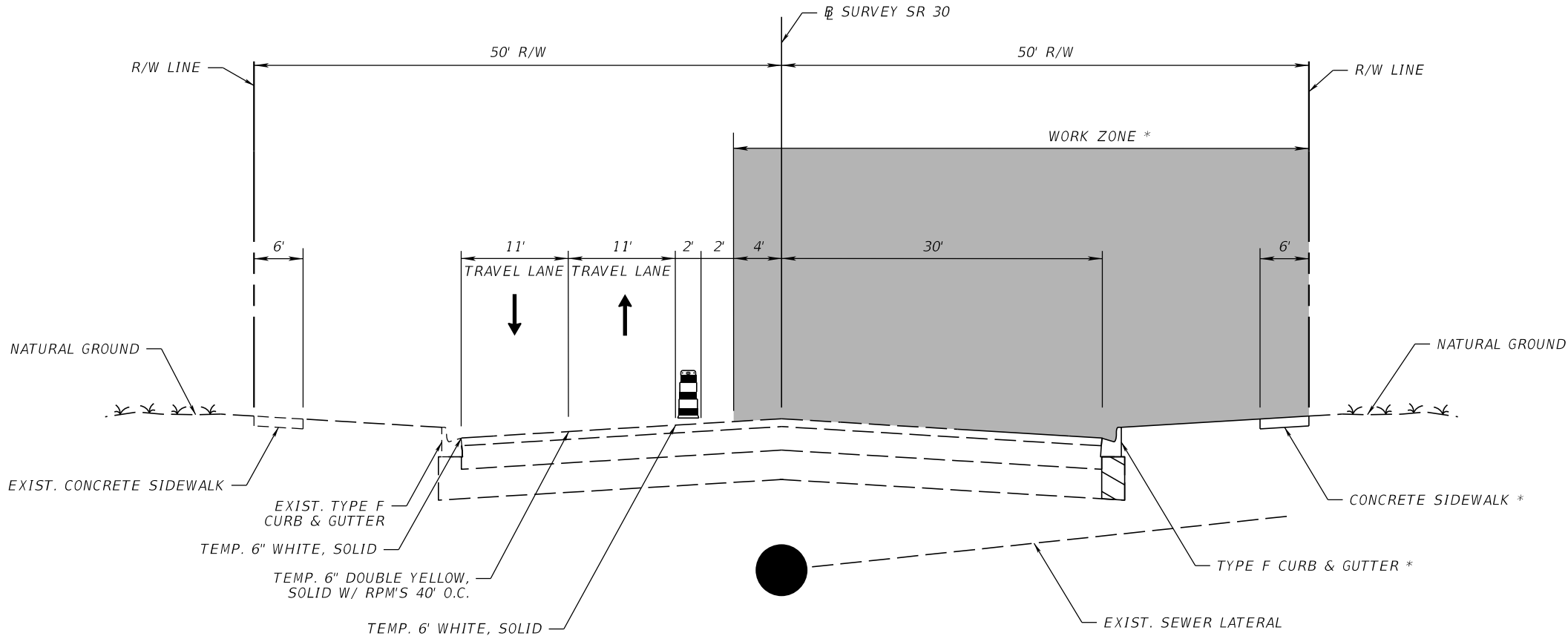
- 1. INSTALL APPROPRIATE ADVANCE WARNING SIGNS, TRAFFIC CONTROL SIGNS, CHANNELIZING DEVICES, AND STRIPING PER STANDARD PLANS INDEX 102-613 & 102-615 AND AS SHOWN IN THESE PLANS.
- 2. MAINTAIN PEDESTRIAN TRAFFIC PER STANDARD PLANS INDEX 102-660 AND PEDESTRIAN DETOUR DETAILS SHOWN IN THESE PLANS.
- 3. CONSTRUCT SIDEWALK, CURB RAMPS, CURB AND GUTTER, DETECTABLE WARNINGS, AND MIDBLOCK CROSSING WITH RRFB'S FROM N ST TO J ST.

PHASE I NOTES

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312						
				ROAD NO.	COUNTY	FINANCIAL PROJECT ID				
				SR 30	ESCAMBIA	435178-3-52-01	104			

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- PHASE IIA
=====
- THE INTENT OF THIS PHASE IS TO INSTALL THE PROPOSED WATERMAIN, SANITARY SEWER, DRAINAGE SYSTEM, RECONSTRUCT DRIVEWAYS, SIDEWALK, CURB RAMPS, CURB & GUTTER, AND DETECTABLE WARNINGS ON THE SOUTH SIDE OF SR 30 FROM STA. 179+10 TO STA. 207+20.
1. IMPLEMENT ALTERNATE ROUTE SIGNAGE AS SHOWN IN THESE PLANS INCLUDING ADDITIONAL PCMS ON I-110 AND ON BARRANCAS AVE.
 2. RELOCATE, ADJUST AND/OR ADD ADVANCE WARNING SIGNS, TRAFFIC CONTROL SIGNS, CHANNELIZING DEVICES, AND STRIPING PER STANDARD PLANS INDEX 102-613 & 102-615 AND AS SHOWN IN THESE PLANS.
 3. INSTALL TEMPORARY SIGNALIZATION AS SHOWN IN THESE PLANS.
 4. SWITCH TRAFFIC TO WB TRAVEL LANES OF SR 30 MAINTAINING 2 LANES OF TRAFFIC AS SHOWN IN THESE PLANS.
 5. CLOSE SIDEWALK ON SOUTH SIDE OF SR 30 AND REDIRECT PEDESTRIAN TRAFFIC TO THE NORTH SIDE PER STANDARD PLANS INDEX 102-660 & PEDESTRIAN DETOUR DETAILS SHOWN IN THESE PLANS.
 6. DETOUR SIDE STREET TRAFFIC AS NECESSARY. SEE SIDE STREET DETOUR DETAILS.
 7. MAINTAIN ACCESS TO PROPERTIES AND SERVICE TO WATER AND SEWER. UTILIZE COMMERCIAL MATERIAL TO REESTABLISH DRIVEWAYS, FILL TRENCHES, OUTSIDE OF WORK OPERATIONS. ANYTHING "PATCHED" FOR LONGER THAN 3 DAYS SHALL BE TEMP ASPHALT.
 8. INSTALL PROPOSED WATERMAIN ON SOUTH SIDE OF SR 30 FROM STA. 179+10 TO STA. 196+70. ALSO CONSTRUCT 73 LF OF PIPE FOR WATER SERVICE CONNECTIONS.
 9. ONCE NEW WATERMAIN IS ACCEPTED, CONTRACTOR SHALL CONNECT SERVICES AND HYDRANTS.
 10. INSTALL PROPOSED SANITARY SEWER ON SOUTH SIDE OF SR 30 FROM STA. 200+55 TO STA. 207+20. ALSO CONSTRUCT 930 LF OF SEWER LATERALS.
 11. EXISTING WATERMAIN AND SANITARY SEWER, IF ABANDONED IN PLACE, SHALL BE FILLED WITH FLOWABLE FILL BY THE CONTRACTOR.
 12. INSTALL STORM WATER TRUNKLINE, CURB INLETS AND 249 LF OF CROSS DRAIN STUBOUTS ON THE SOUTH SIDE OF SR 30 FROM STA. 185+60 TO STA. 207+20.
 13. MAKE CONNECTIONS TO EXISTING DRAINAGE SYSTEM.
 14. RECONSTRUCT DRIVEWAYS, CURB AND GUTTER, CURB RAMPS, DETECTABLE WARNINGS, AND SIDEWALK ON SOUTH SIDE OF SR 30 AS SHOWN IN THE ROADWAY PLANS.
 15. OPEN SIDEWALK TO PEDESTRIAN TRAFFIC.
 16. RESTORE ALL PAVEMENT AREAS AS SHOWN IN THE TRENCH RESTORATION DETAIL.



PHASE IIA
SR 30 (US 98B/GARDEN STREET)
STA. 177+80.00 TO STA. 208+00.00
MP 2.681 TO MP 3.253

* SEE ROADWAY PLAN FOR RECONSTRUCTION LIMITS

PHASE IIA

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						SR 30	ESCAMBIA	435178-3-52-01	

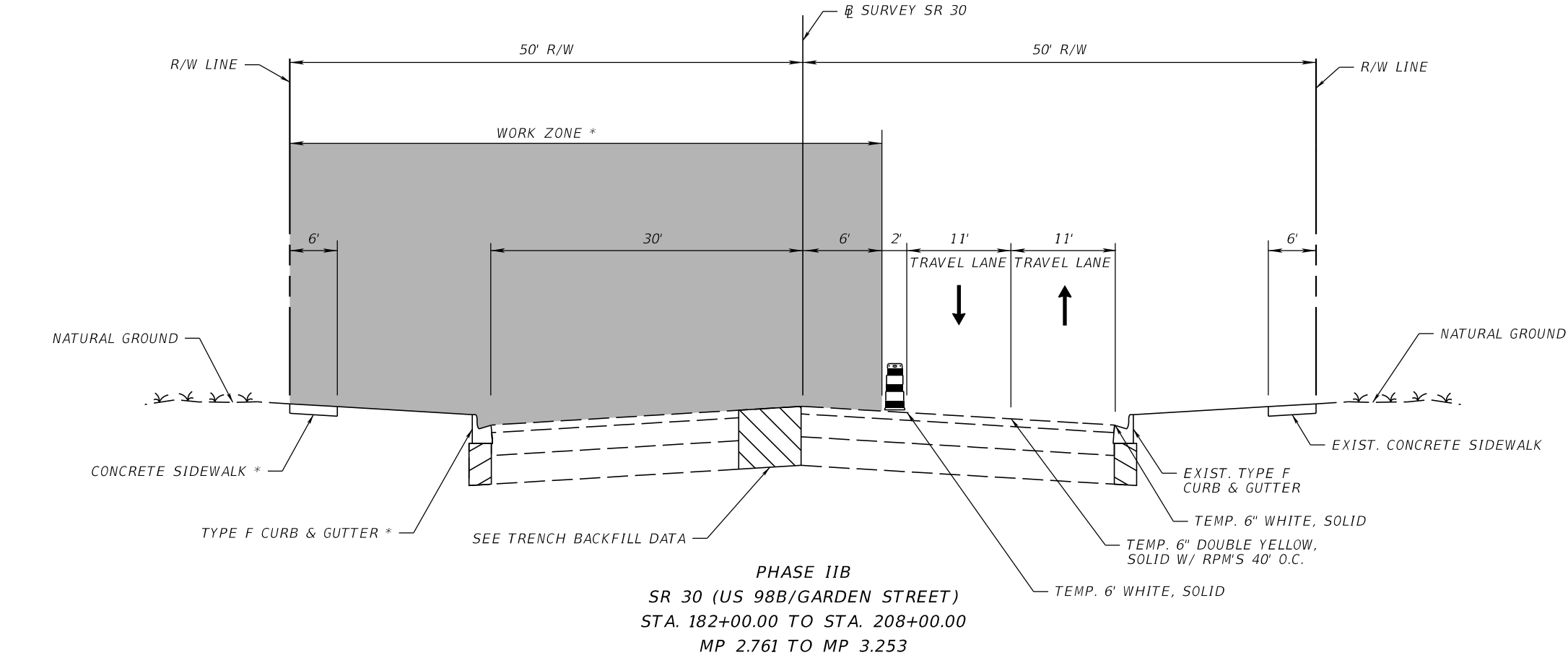
TEMPORARY TRAFFIC
CONTROL PLAN

105

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- PHASE IIB
=====
- THE INTENT OF THIS PHASE IS TO INSTALL THE PROPOSED WATERMAIN, SANITARY SEWER, DRAINAGE SYSTEM, RECONSTRUCT DRIVEWAYS, SIDEWALK, CURB RAMPS, CURB & GUTTER, AND DETECTABLE WARNINGS ON THE NORTH SIDE OF SR 30 FROM STA. 181+80 TO STA. 207+70.
1. INSTALL APPROPRIATE ADVANCE WARNING SIGNS, TRAFFIC CONTROL SIGNS, CHANNELIZING DEVICES, AND STRIPING PER STANDARD PLANS INDEX 102-613 & 102-615 AND AS SHOWN IN THESE PLANS.
 2. ADJUST TEMPORARY SIGNALIZATION AS SHOWN IN THESE PLANS.
 3. SWITCH TRAFFIC TO EB TRAVEL LANES OF SR 30 MAINTAINING 2 LANES OF TRAFFIC.
 4. CLOSE SIDEWALK ON NORTH SIDE OF GARDEN ST AND REDIRECT PEDESTRIAN TRAFFIC TO THE SOUTH SIDE PER STANDARD PLANS INDEX 102-660 & PEDESTRIAN DETOUR DETAILS SHOWN IN THESE PLANS.
 5. DETOUR SIDE STREET TRAFFIC AS NECESSARY. SEE SIDE STREET DETOUR DETAILS.
 6. MAINTAIN ACCESS TO N H ST, PROPERTIES AND SERVICE TO WATER AND SEWER. UTILIZE COMMERCIAL MATERIAL TO REESTABLISH DRIVEWAYS, FILL TRENCHES, OUTSIDE OF WORK OPERATIONS. ANYTHING "PATCHED" FOR LONGER THAN 3 DAYS NEEDS TO BE TEMP ASPHALT.
 7. INSTALL PROPOSED WATERMAIN ON NORTH SIDE OF SR 30 FROM STA. 181+80 TO STA. 207+70. ALSO CONSTRUCT 85 LF OF PIPE FOR WATER SERVICE CONNECTIONS.
 8. ONCE NEW WATERMAIN IS ACCEPTED, CONTRACTOR SHALL CONNECT SERVICES AND HYDRANTS.
 9. CROSS DRAINS WILL BE AT LOWER ELEVATIONS THAN THE PROPOSED SANITARY SEWER MAIN FROM STA. 196+20 TO STA. 206+80. INSTALL 139 LF OF CROSS DRAIN STUBOUTS PRIOR TO INSTALLING PROPOSED SANITARY SEWER. ALSO CONSTRUCT CONFLICT STRUCTURES FOR EXISTING WATER MAINS AT STA. 189+65 LT AND STA. 196+75 LT, SIDE DRAINS, CURB INLETS, AND 567 LF OF SEWER LATERALS WITHIN THIS SECTION.
 10. INSTALL 102 LF OF CROSS DRAIN STUBOUTS FROM STA. 185+60 TO STA. 196+20. ALSO CONSTRUCT SIDE DRAINS, CURB INLETS, AND 567 LF OF SEWER LATERALS WITHIN THIS SECTION.
 11. ONCE NEW SEWER IS ACCEPTED, CONNECT TO LATERALS.
 12. EXISTING WATERMAIN AND SANITARY SEWER, IF ABANDONED IN PLACE, SHALL BE FILLED WITH FLOWABLE FILL BY THE CONTRACTOR.
 13. INSTALL CONFLICT STRUCTURES FOR THE EXISTING SANITARY SEWER AT STA. 185+60, STA. 189+10 AND STA. 192+60. MAKE FINAL CROSS DRAIN CONNECTIONS.
 14. RECONSTRUCT DRIVEWAYS, SIDEWALK, CURB RAMPS, CURB & GUTTER, AND DETECTABLE WARNINGS ON NORTH SIDE OF SR 30.
 15. OPEN SIDEWALK TO PEDESTRIAN TRAFFIC.
 16. RESTORE ALL PAVEMENT AREAS AS SHOWN IN THE TRENCH RESTORATION DETAILS.



* SEE ROADWAY PLAN FOR RECONSTRUCTION LIMITS

PHASE IIB

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						SR 30	ESCAMBIA	435178-3-52-01	

TEMPORARY TRAFFIC
CONTROL PLAN

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PHASE NOTES CONTINUED
=====

PHASE III
=====

THE INTENT OF THIS PHASE IS TO CONSTRUCT LIGHTING AND SIGNAL IMPROVEMENTS.

1. RELOCATE, ADJUST AND/OR ADD APPROPRIATE ADVANCE WARNING SIGNS, TRAFFIC CONTROL SIGNS, CHANNELIZING DEVICES, AND STRIPING PER STANDARD PLANS INDEX 102-613 & 102-615 AND AS SHOWN IN THESE PLANS.
2. UTILIZE STANDARD LANE CLOSURES DURING CONSTRUCTION.
3. MAINTAIN PEDESTRIAN WALKWAYS PER STANDARD PLANS INDEX 102-660 & PEDESTRIAN DETOUR DETAILS SHOWN IN THESE PLANS.
4. INSTALL LIGHTING AND SIGNAL IMPROVEMENTS IN THE MEDIAN OF SR 30 FROM A ST TO ALCANIZ ST.
5. CONSTRUCT CURB AND GUTTER, CURB BULBOUTS, CURB RAMPS, DETECTABLE WARNINGS, AND SIDEWALK IN THE MEDIAN OF SR 30.

PHASE IVA
=====

THE INTENT OF THIS PHASE IS TO CONSTRUCT DRIVEWAYS, CURB AND GUTTER, CURB BULBOUTS, CURB RAMPS, DETECTABLE WARNINGS, AND SIDEWALK ON THE NORTH AND SOUTH SIDE OF SR 30 FROM A STREET TO MANRESA, INSTALL MAST ARMS AT D ST, AND MILL AND RESURFACE THE OUTSIDE LANES OF SR 30 (US98B).

1. RELOCATE, ADJUST AND/OR ADD APPROPRIATE ADVANCE WARNING SIGNS, TRAFFIC CONTROL SIGNS, CHANNELIZING DEVICES, AND STRIPING PER STANDARD PLANS INDEX 102-613 & 102-615 AND AS SHOWN IN THESE PLANS.
2. UTILIZE STANDARD LANE CLOSURES DURING CONSTRUCTION.
3. MAINTAIN PEDESTRIAN WALKWAYS PER STANDARD PLANS INDEX 102-660.
4. INSTALL MAST ARMS AT THE D ST INTERSECTION USING TEMPORARY SIGNALIZATION PLANS.
5. CONSTRUCT WIDENING AND DRAINAGE WORK AT SW CORNER OF A ST.
6. CONSTRUCT DRIVEWAYS, SIDEWALK, CURB AND GUTTER, CURB RAMPS AND CURB BULBOUTS FROM A STREET TO MANRESA ST.
7. MILL AND RESURFACE THE OUTSIDE LANES OF SR 30.

PHASE IVB
=====

THE INTENT OF THIS PHASE IS TO MILL AND RESURFACE THE INSIDE LANES OF SR 30 (US98B).

1. RELOCATE, ADJUST AND/OR ADD APPROPRIATE ADVANCE WARNING SIGNS, TRAFFIC CONTROL SIGNS, CHANNELIZING DEVICES, AND STRIPING PER STANDARD PLANS INDEX 102-613 & 102-615 AND AS SHOWN IN THESE PLANS.
2. UTILIZE STANDARD LANE CLOSURES DURING CONSTRUCTION.
3. MAINTAIN PEDESTRIAN WALKWAYS PER STANDARD PLANS INDEX 102-660 & PEDESTRIAN DETOUR DETAILS SHOWN IN THESE PLANS.
4. MILL AND RESURFACE THE INSIDE LANES OF SR 30.

PHASE V
=====

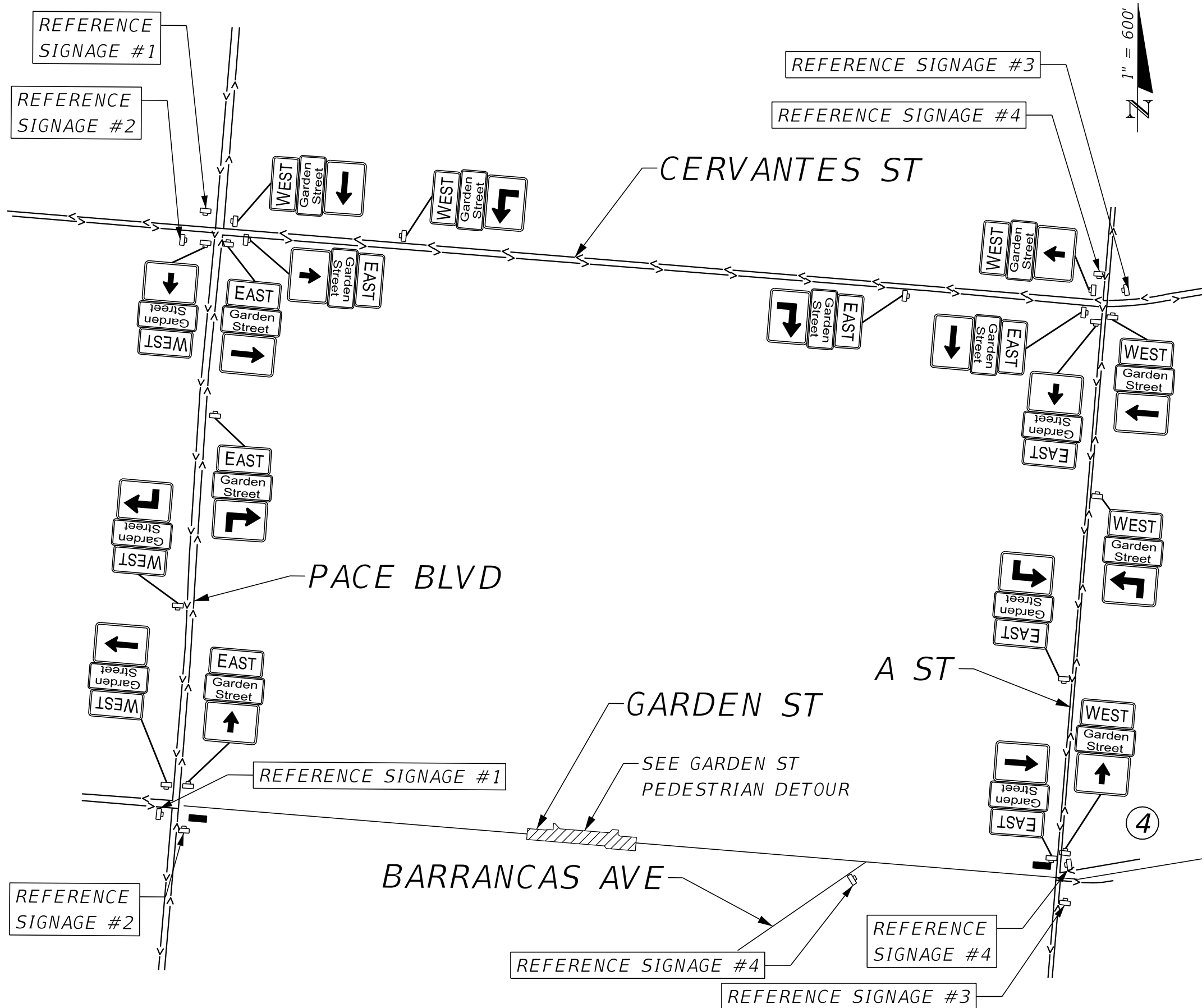
THE INTENT OF THIS PHASE IS TO MILL AND RESURFACE THE SR 8A (I-110) RAMP, PLACE FRICTION COURSE, AND FINAL STRIPING.

1. RELOCATE, ADJUST AND/OR ADD APPROPRIATE ADVANCE WARNING SIGNS, TRAFFIC CONTROL SIGNS, CHANNELIZING DEVICES, AND STRIPING PER STANDARD PLANS INDEX 102-613 & 102-615 AND AS SHOWN IN THESE PLANS.
2. MILL AND RESURFACE THE SR 8A (I-110) RAMP USING THE DETOUR SHOWN IN THESE PLANS.
3. PLACE FRICTION COURSE ON OUTSIDE LANES USING LANE CLOSURES.
4. PLACE FRICTION COURSE ON INSIDE LANES USING LANE CLOSURES.
5. PLACE TEMPORARY (PAINT) STRIPING USING LANE CLOSURES.
6. AFTER 14 DAY ASPHALT CURE PERIOD, PLACE FINAL (THERMOPLASTIC) STRIPING.
7. REMOVE EROSION CONTROL MEASURES AND ALL TTCP SIGNAGE WHEN ALL WORK HAS BEEN COMPLETED.

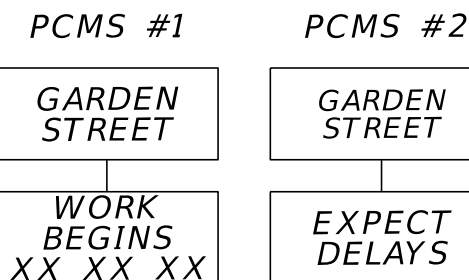
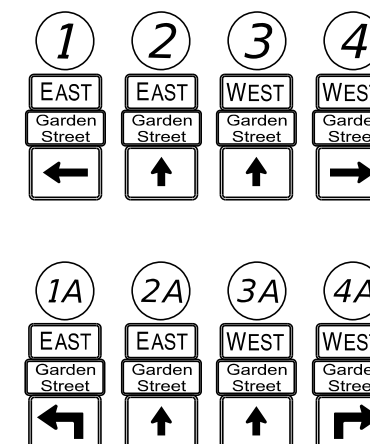
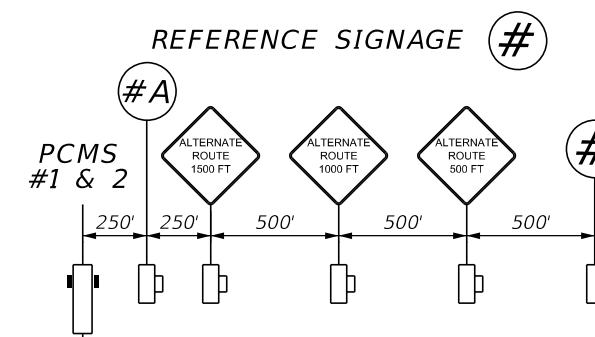
PHASE III - V NOTES

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		107
					SR 30	ESCAMBIA	435178-3-52-01		

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- LEGEND**
- ALTERNATE ROUTE
 - WORK ZONE
 - PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN (PCMS)
 - WORK ZONE SIGN
 - TYPE III BARRICADE
 - LAW ENFORCEMENT OFFICER



PCMS #1 SHALL BE PLACED 7 DAYS PRIOR TO ALTERNATE ROUTE THEN REPLACED WITH PCMS #2 WHEN ALTERNATE ROUTE BEGINS

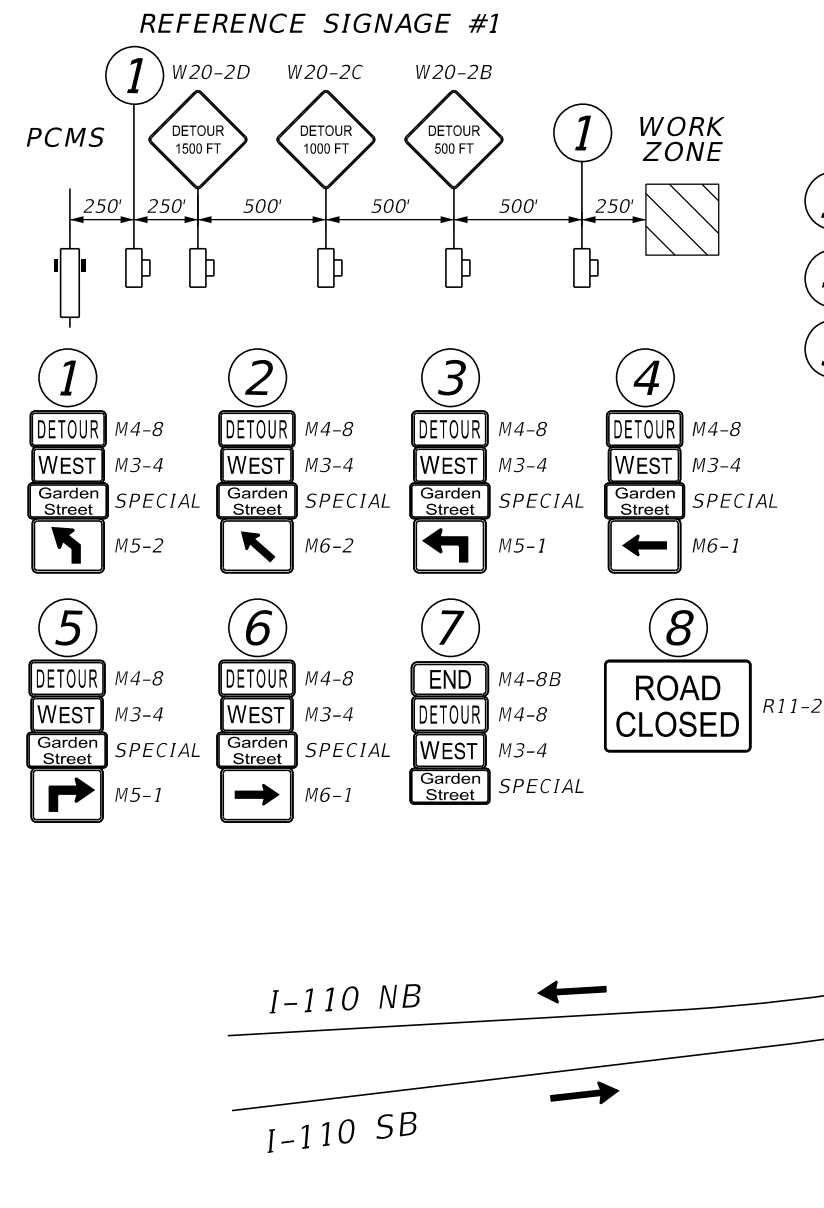
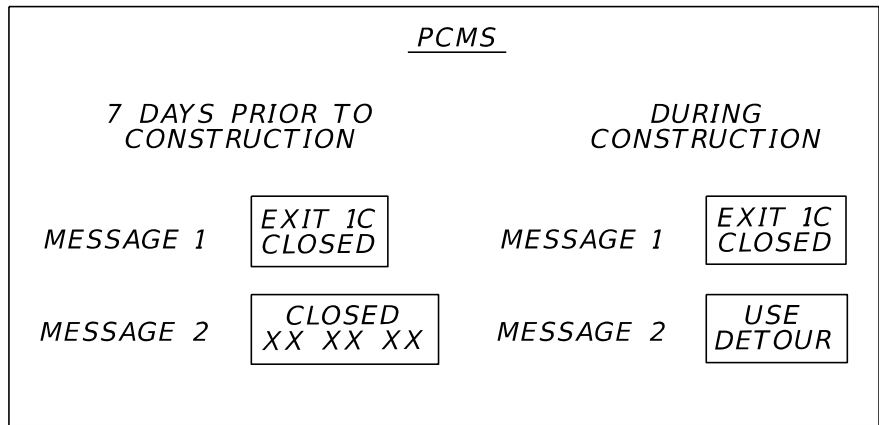
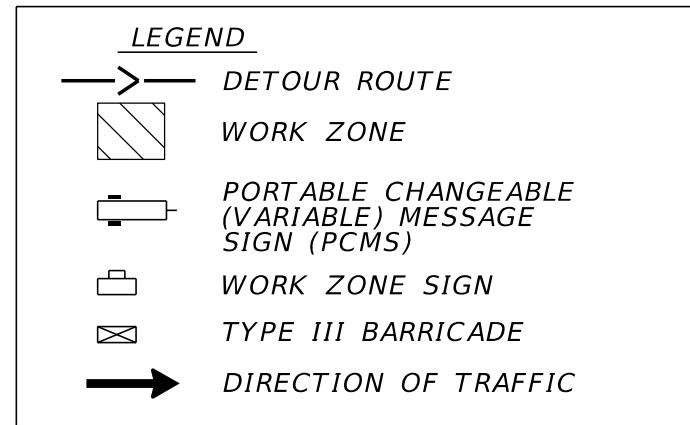
GARDEN ST (SR 30)
ALTERNATE ROUTE

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				JAWARA JARRETT, P.E. LICENSE NUMBER 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	SR 30	ESCAMBIA	435178-3-52-01	127

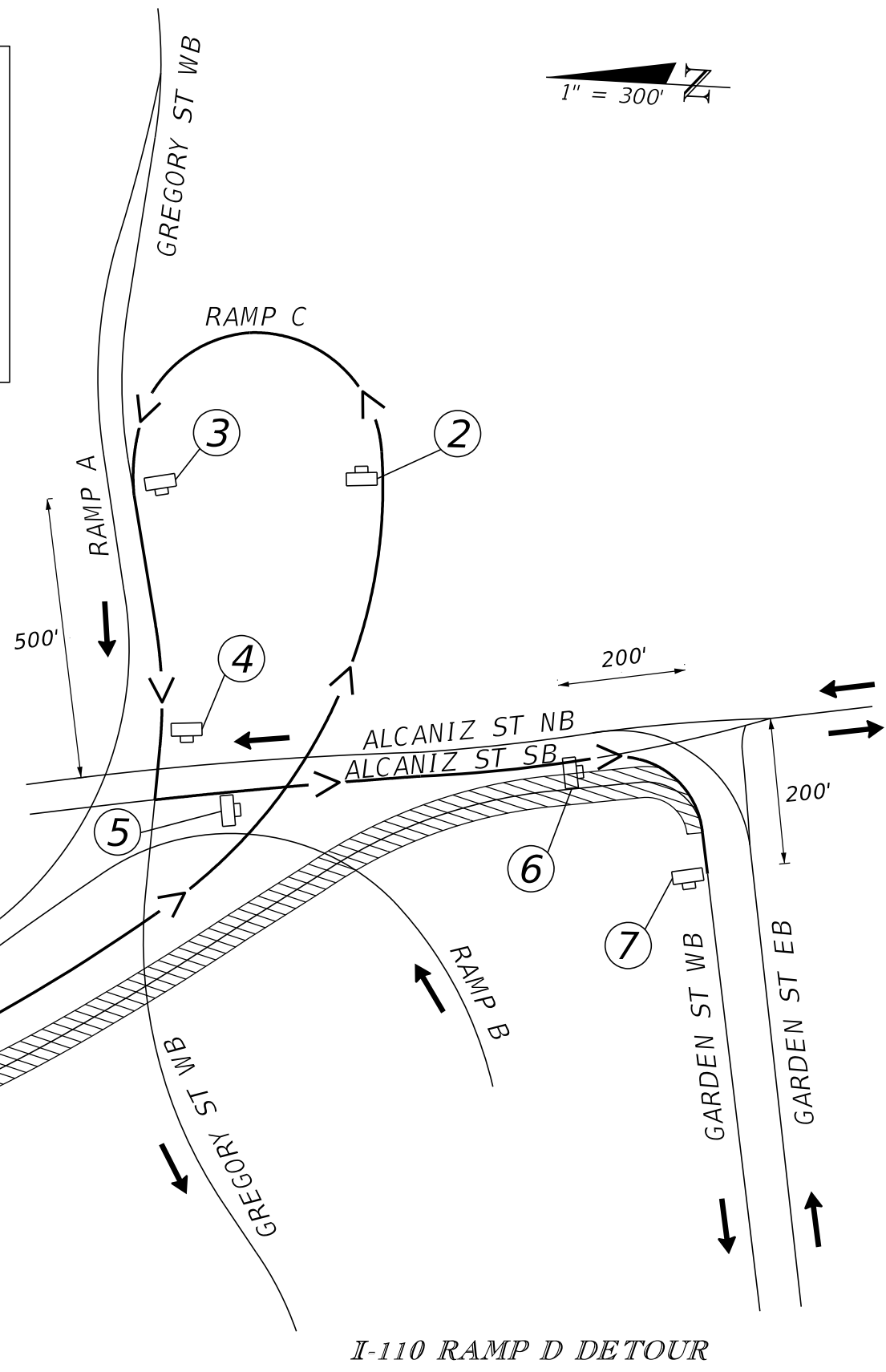
TEMPORARY TRAFFIC
CONTROL PLAN

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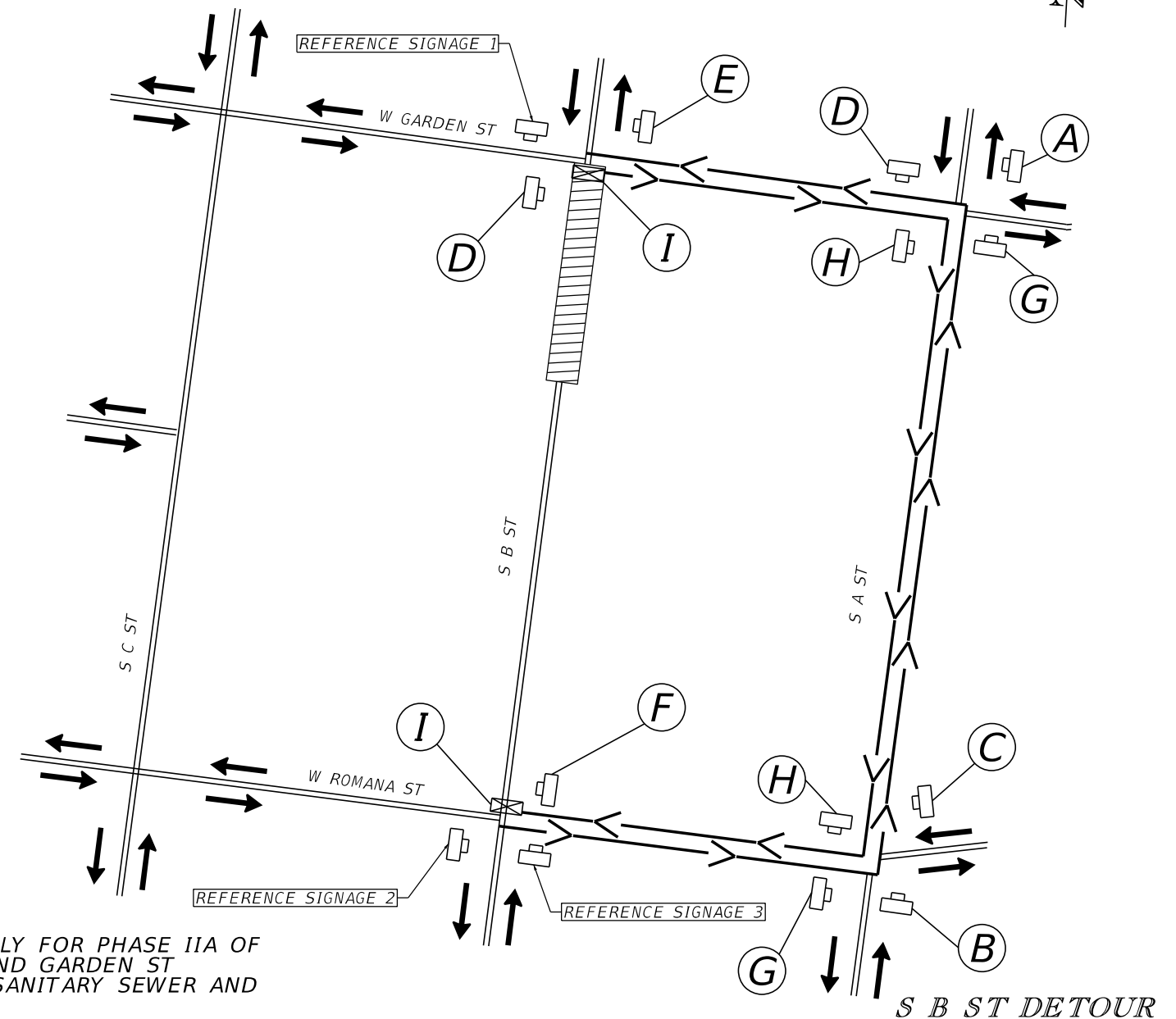
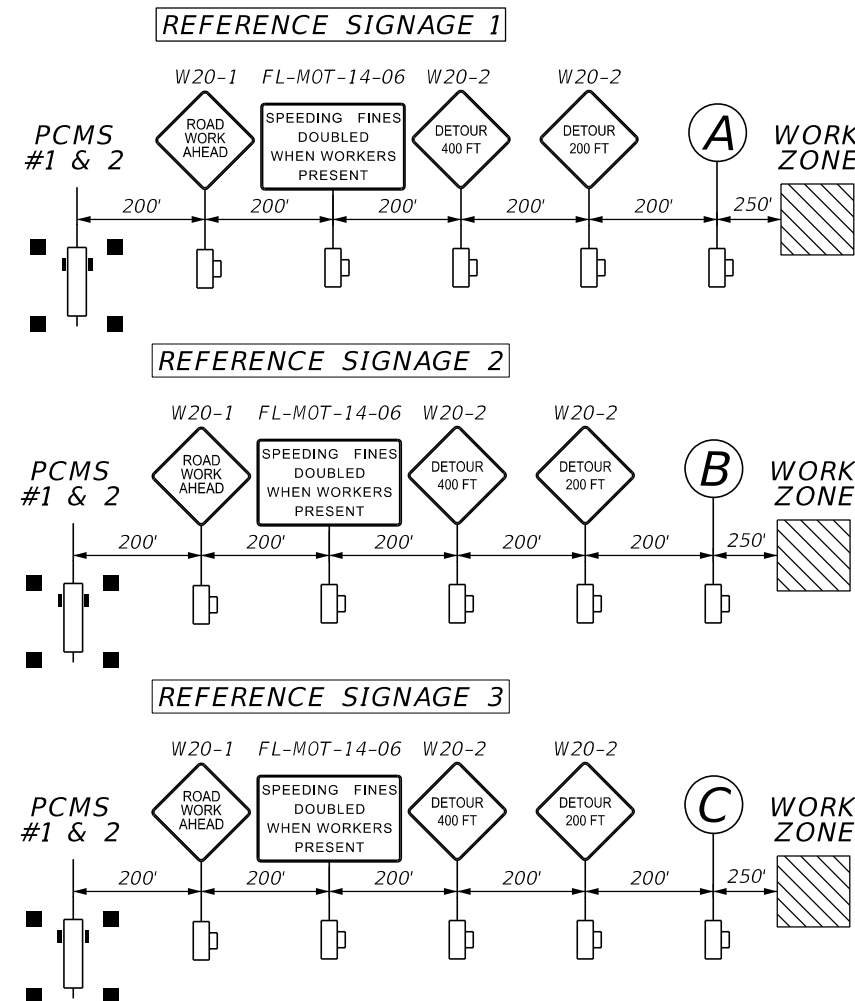
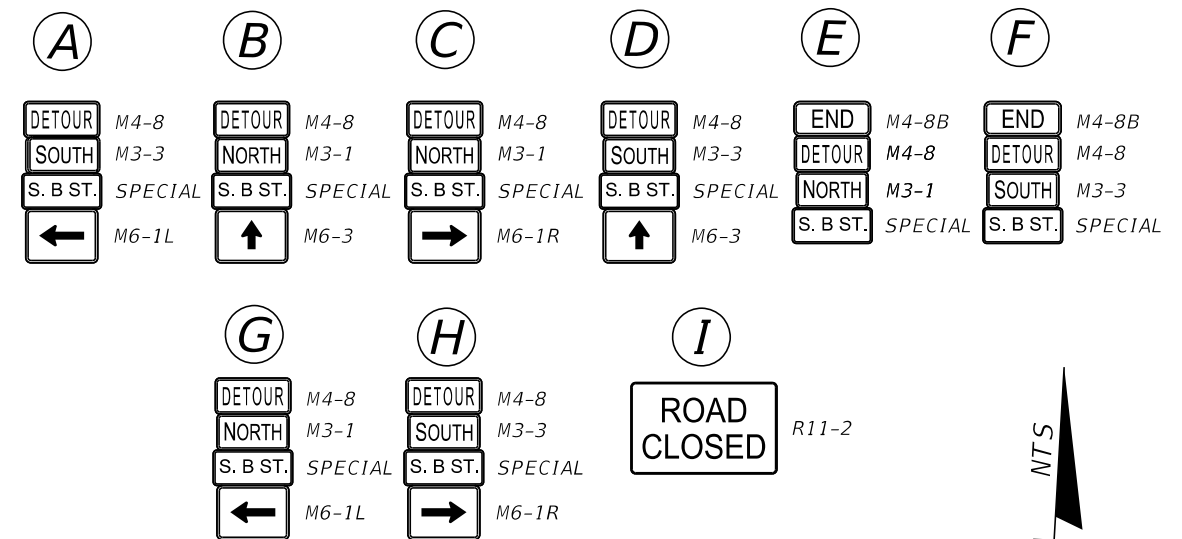
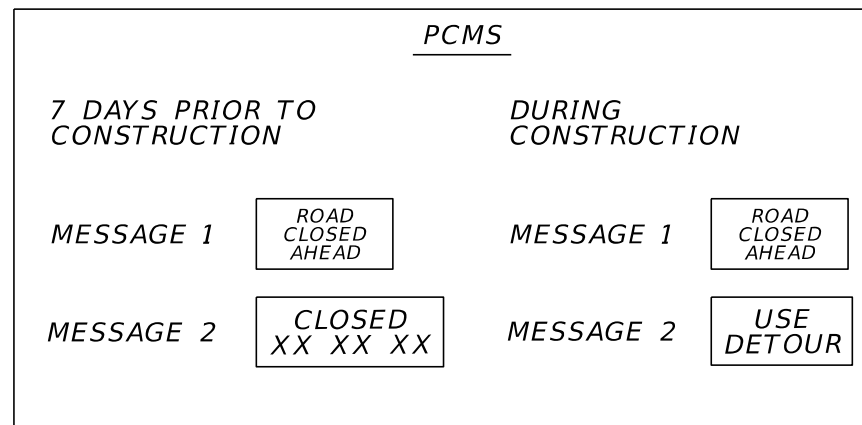
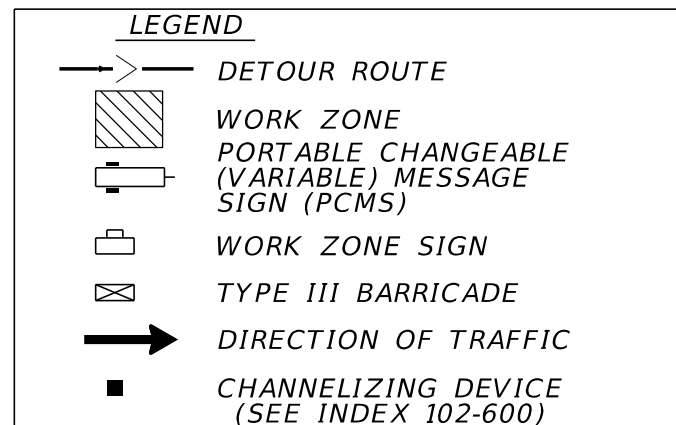
- SIGN PLACEMENT**
- 2 TO BE PLACED 100' BEFORE PAINTED GORE OF EXIT 1A
 - 4 TO BE PLACED AT INTERSECTION
 - 5 TO BE PLACED 50' AFTER INTERSECTION



REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 128
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 30	ESCAMBIA	435178-3-52-01		

JAWARA JARRETT, P.E.
LICENSE NUMBER 87378
JACOBS ENGINEERING GROUP INC.
3606 MACLAY BLVD SOUTH, SUITE 201
TALLAHASSEE, FL 32312

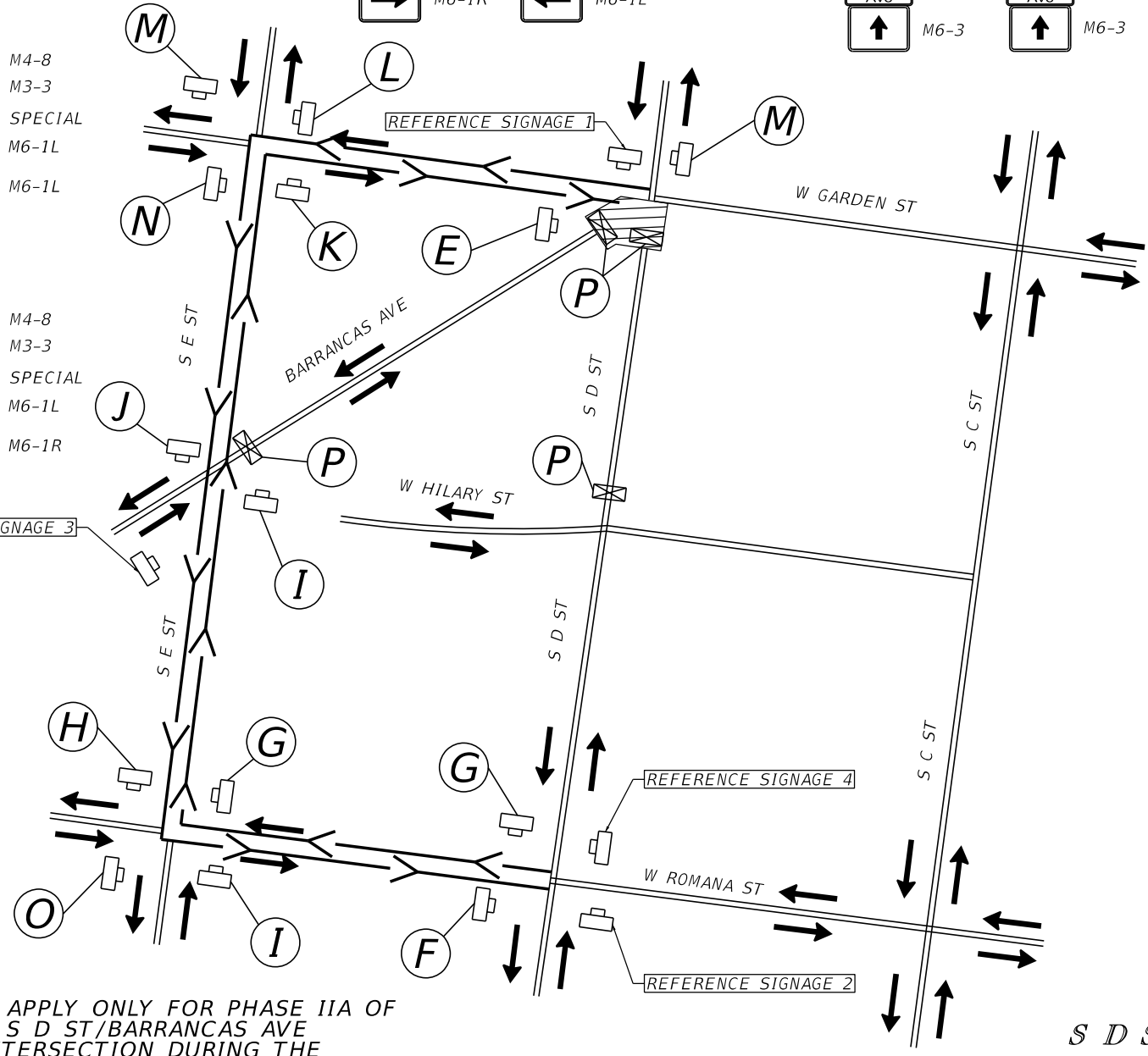
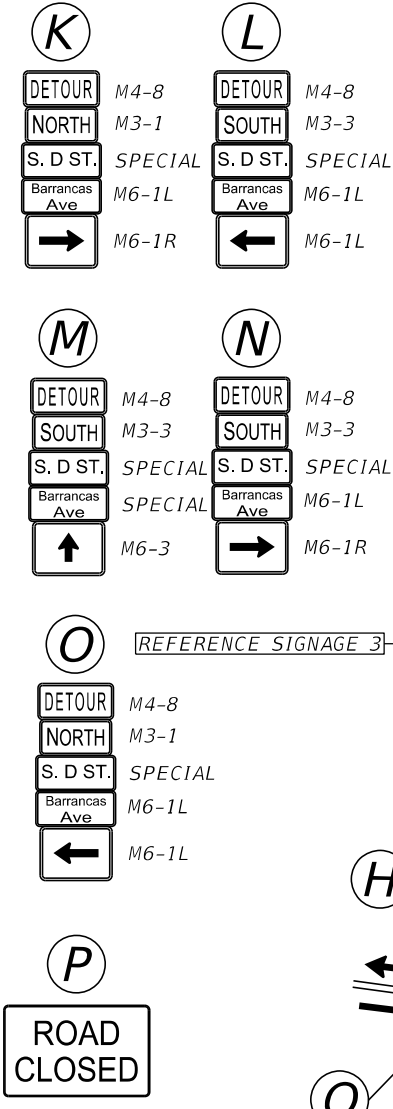
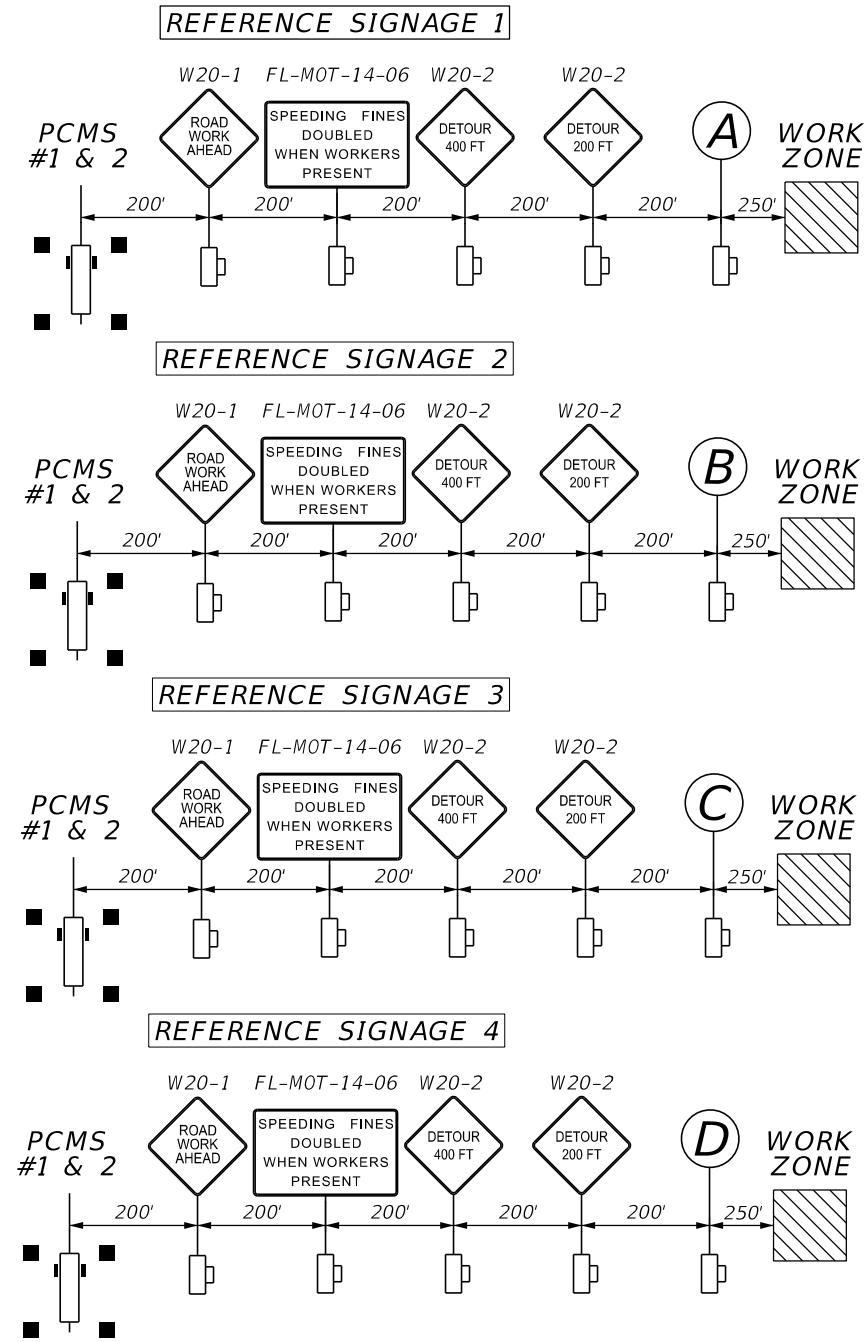
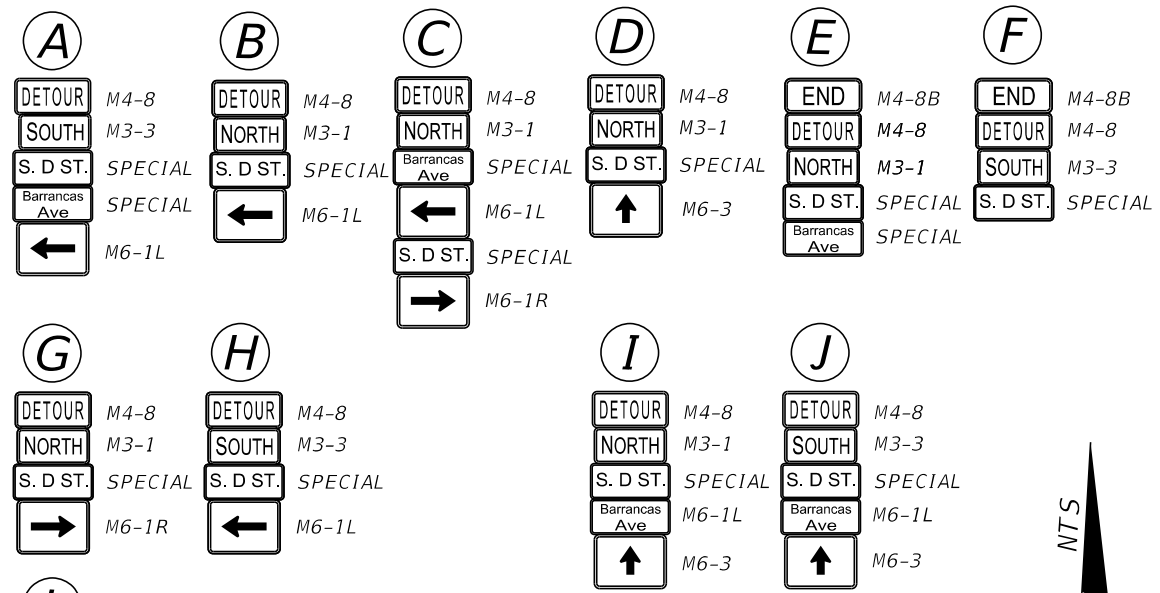
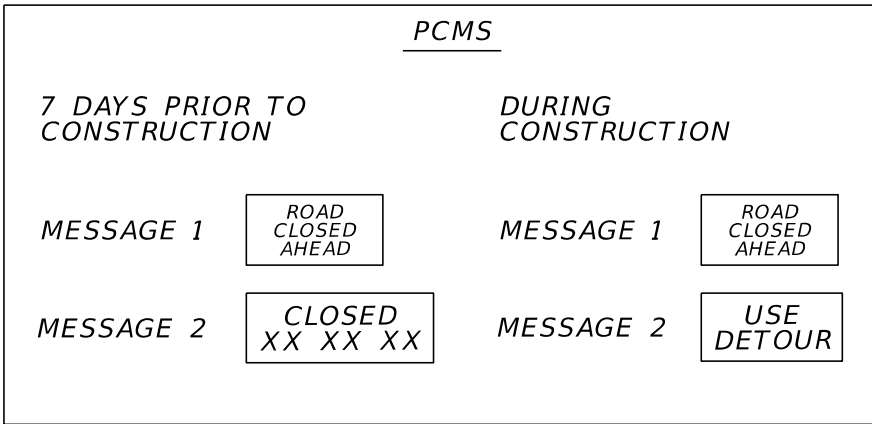
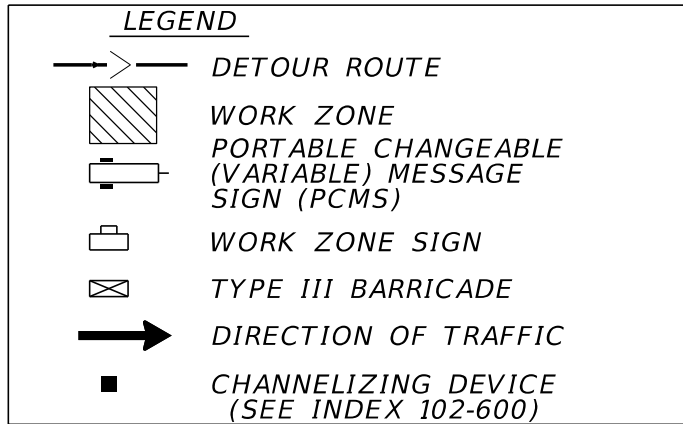
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* THIS DETOUR WILL APPLY ONLY FOR PHASE IIA OF CONSTRUCTION AT S B ST AND GARDEN ST INTERSECTION DURING THE SANITARY SEWER AND DRAINAGE CONSTRUCTION.

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER: 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		129
					SR 30	ESCAMBIA	435178-3-52-01		

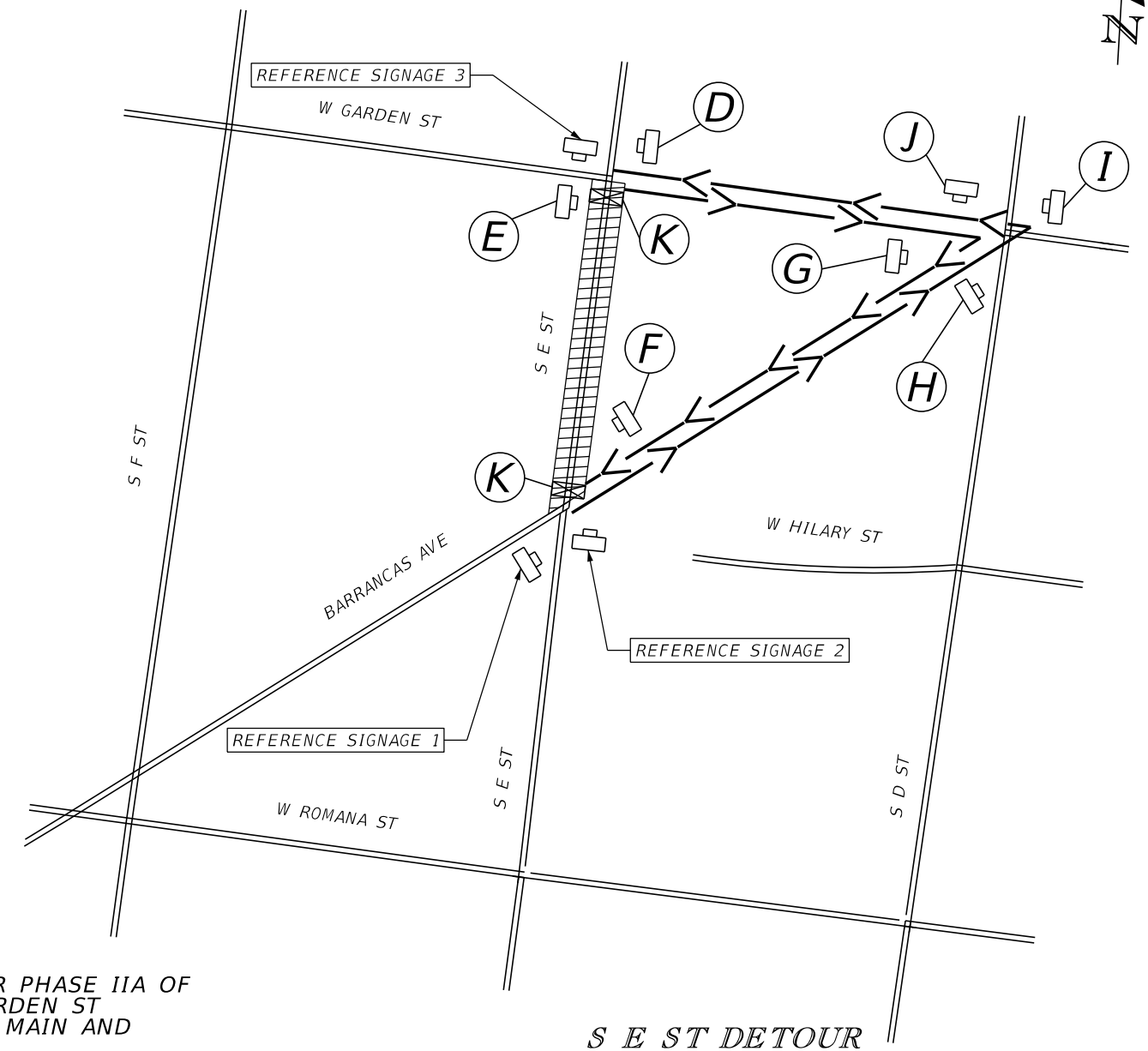
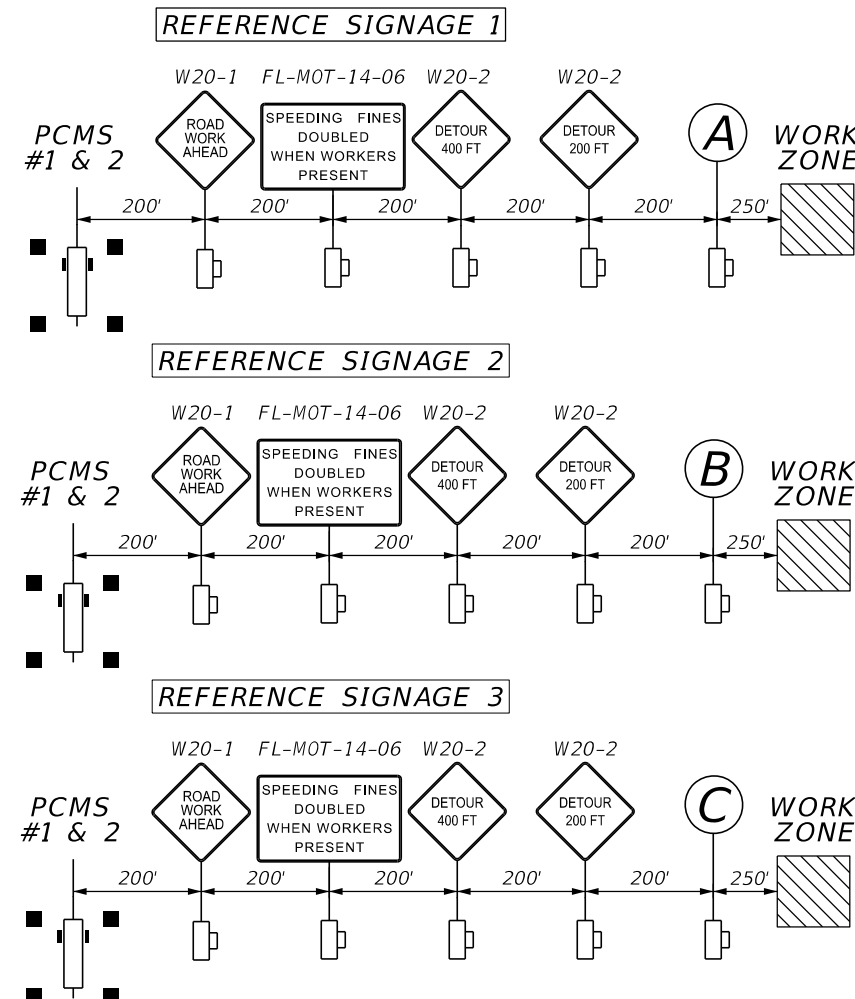
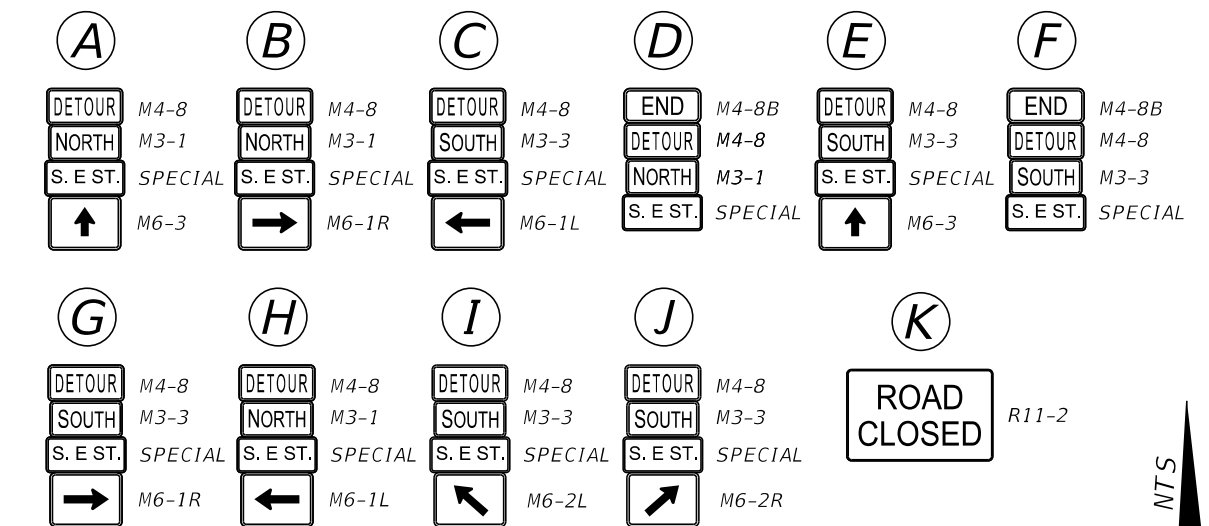
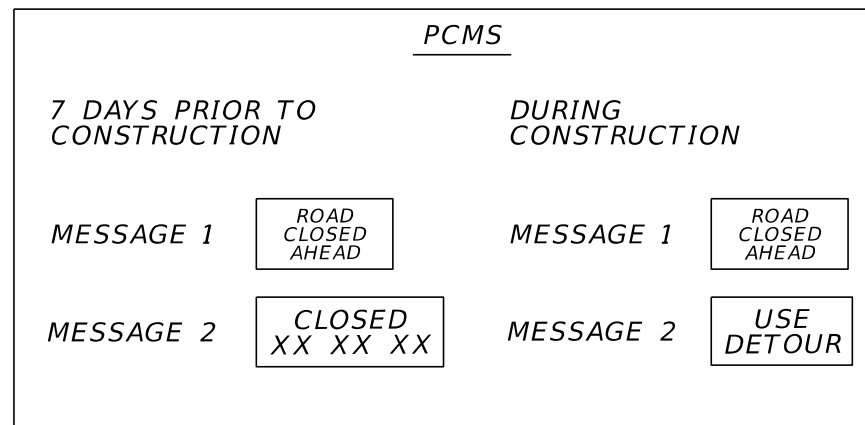
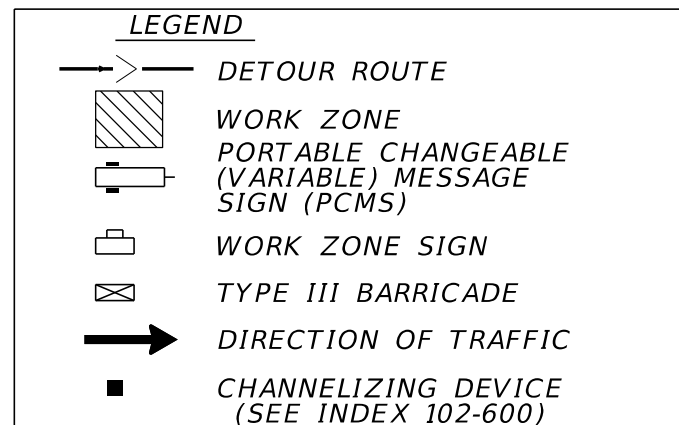
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* THIS DETOUR WILL APPLY ONLY FOR PHASE IIA OF CONSTRUCTION AT S D ST/BARRANCAS AVE AND GARDEN ST INTERSECTION DURING THE DRAINAGE CONSTRUCTION.

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 131
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER: 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR 30	ESCAMBIA	435178-3-52-01		

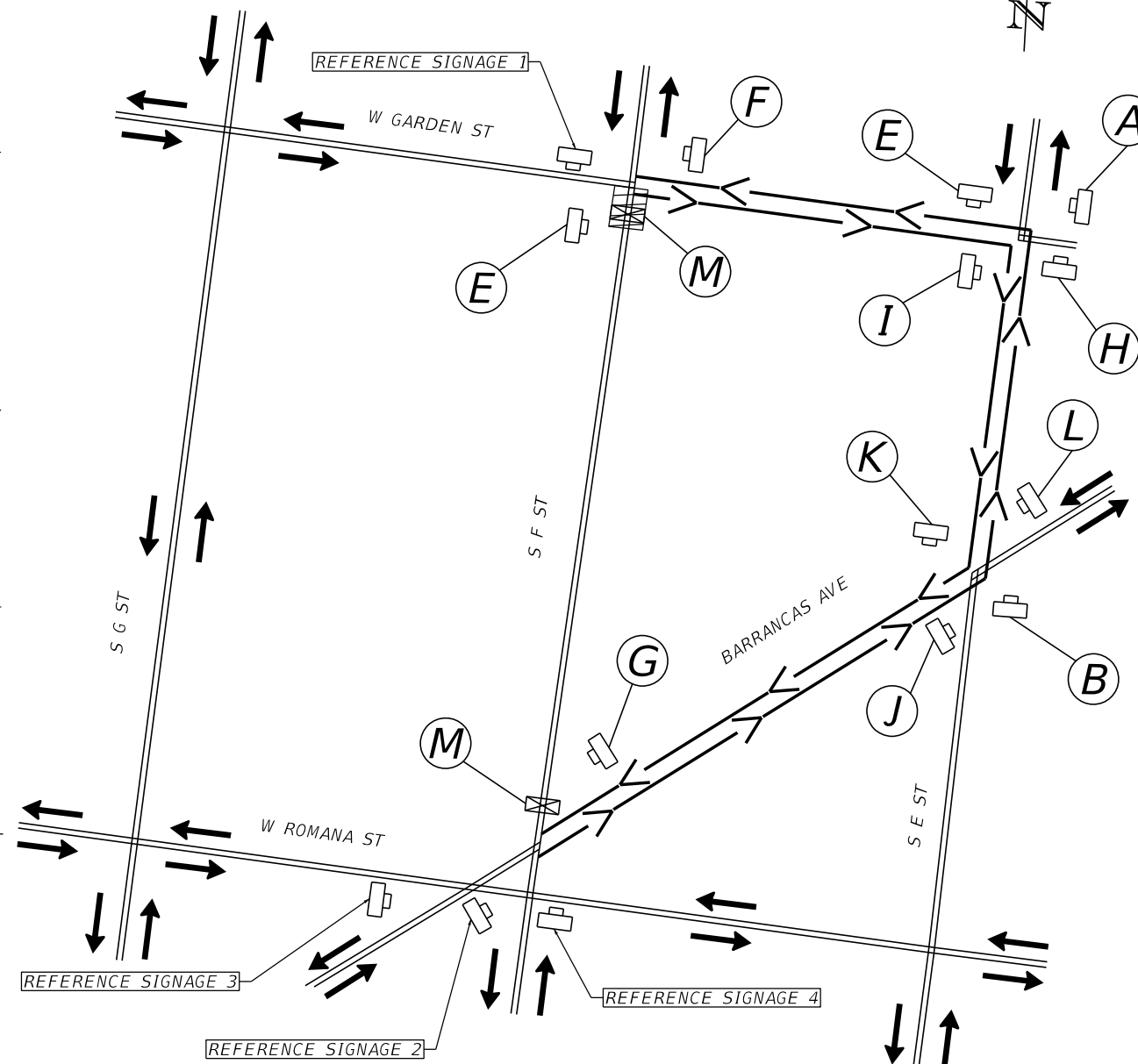
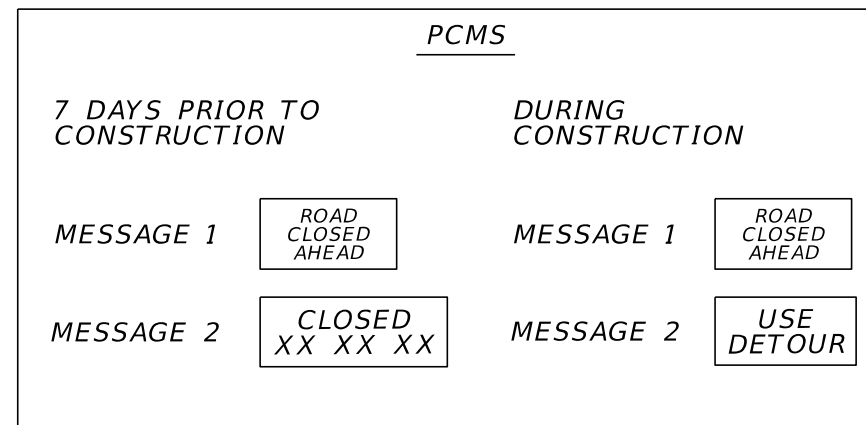
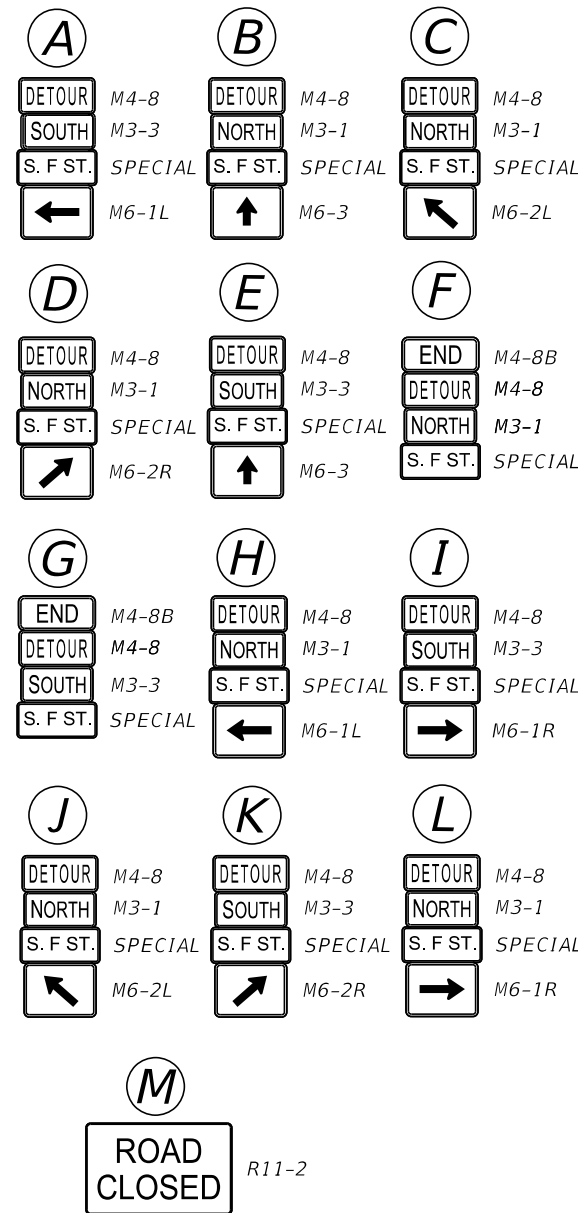
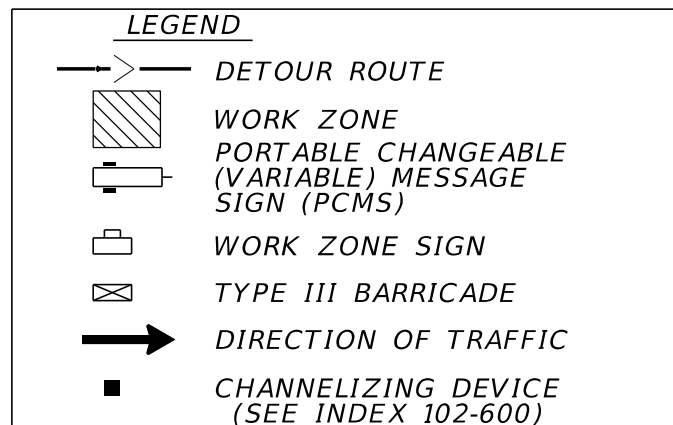
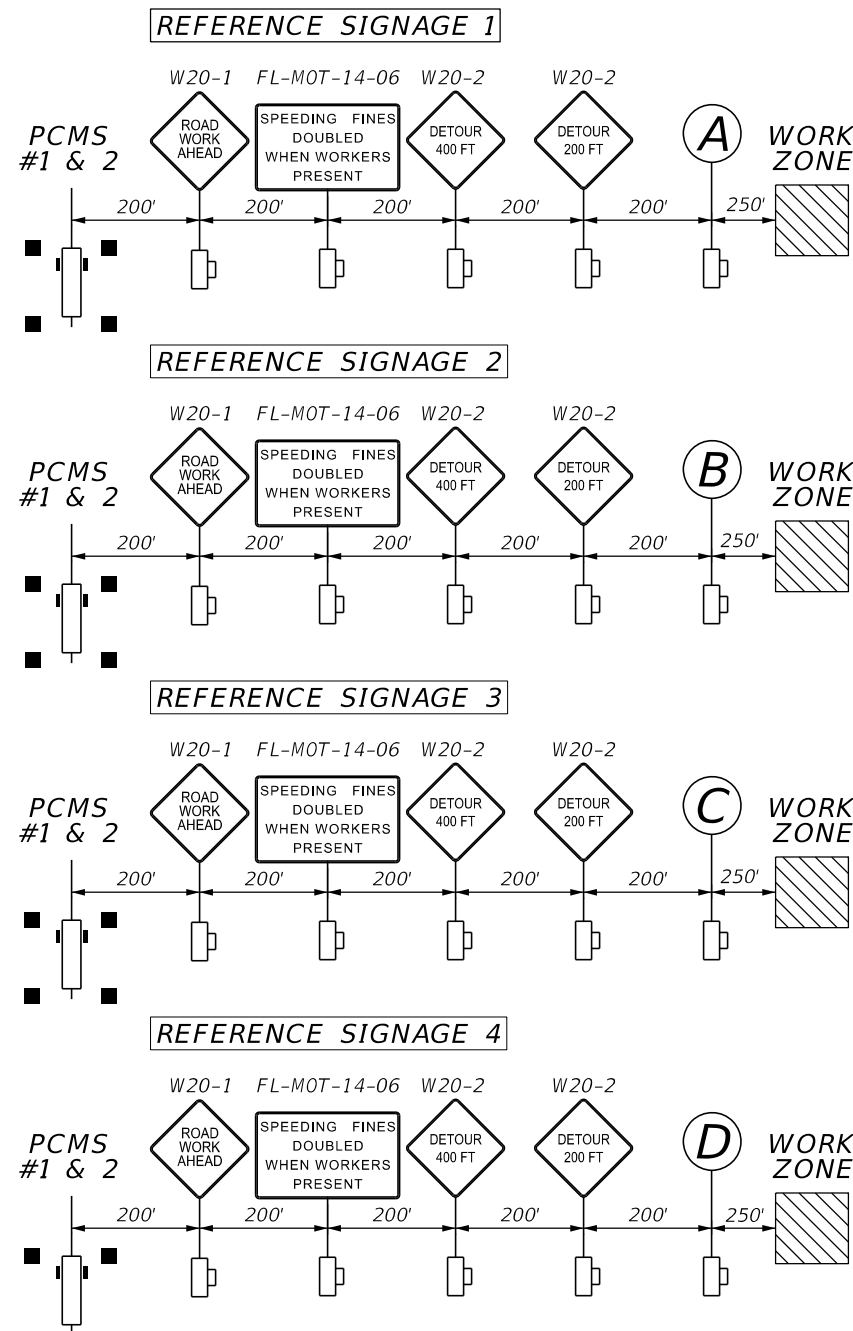
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* THIS DETOUR WILL APPLY ONLY FOR PHASE IIA OF CONSTRUCTION AT S E ST AND GARDEN ST INTERSECTION DURING THE WATER MAIN AND DRAINAGE CONSTRUCTION.

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER: 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		132
					SR 30	ESCAMBIA	435178-3-52-01		

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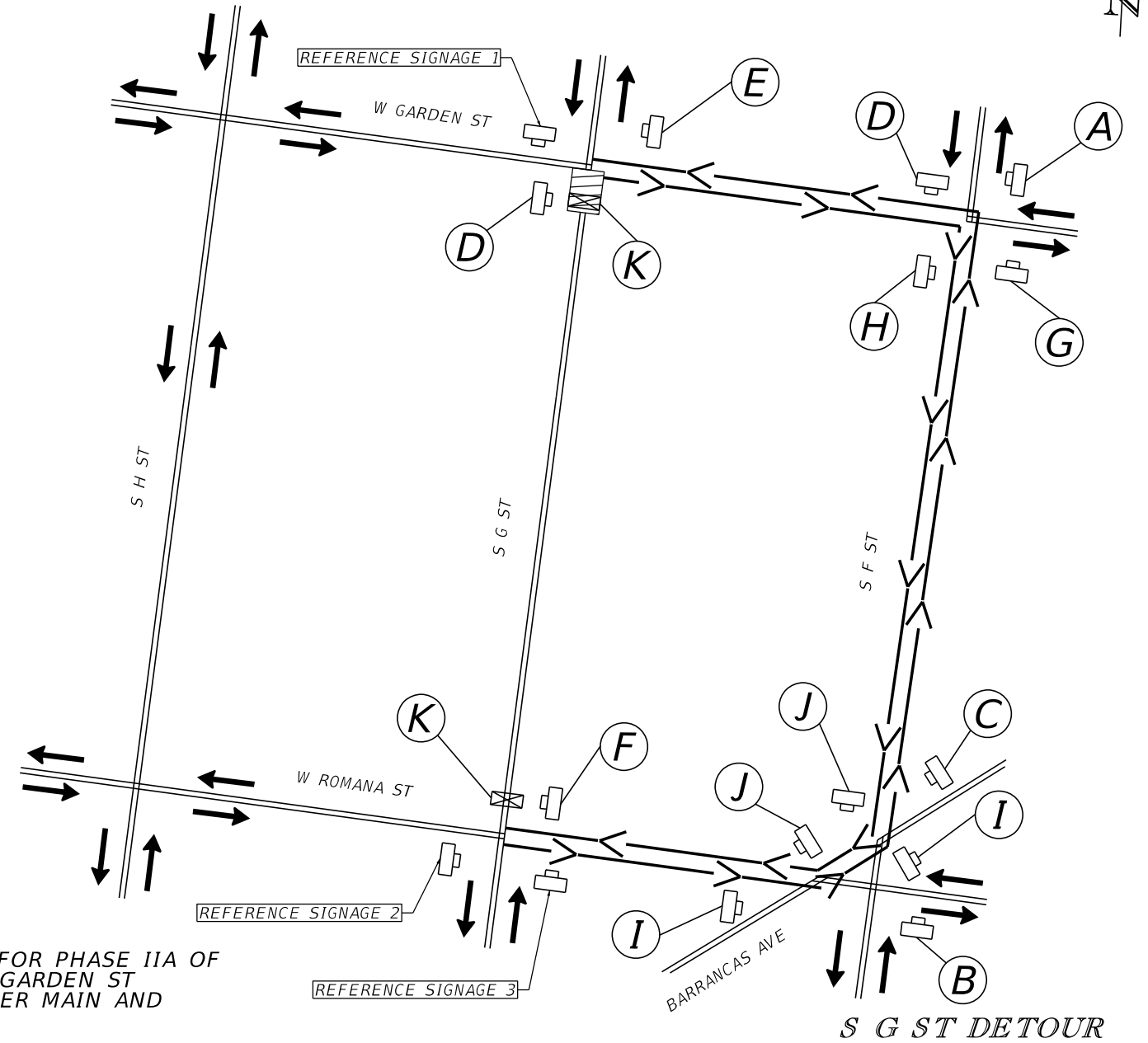
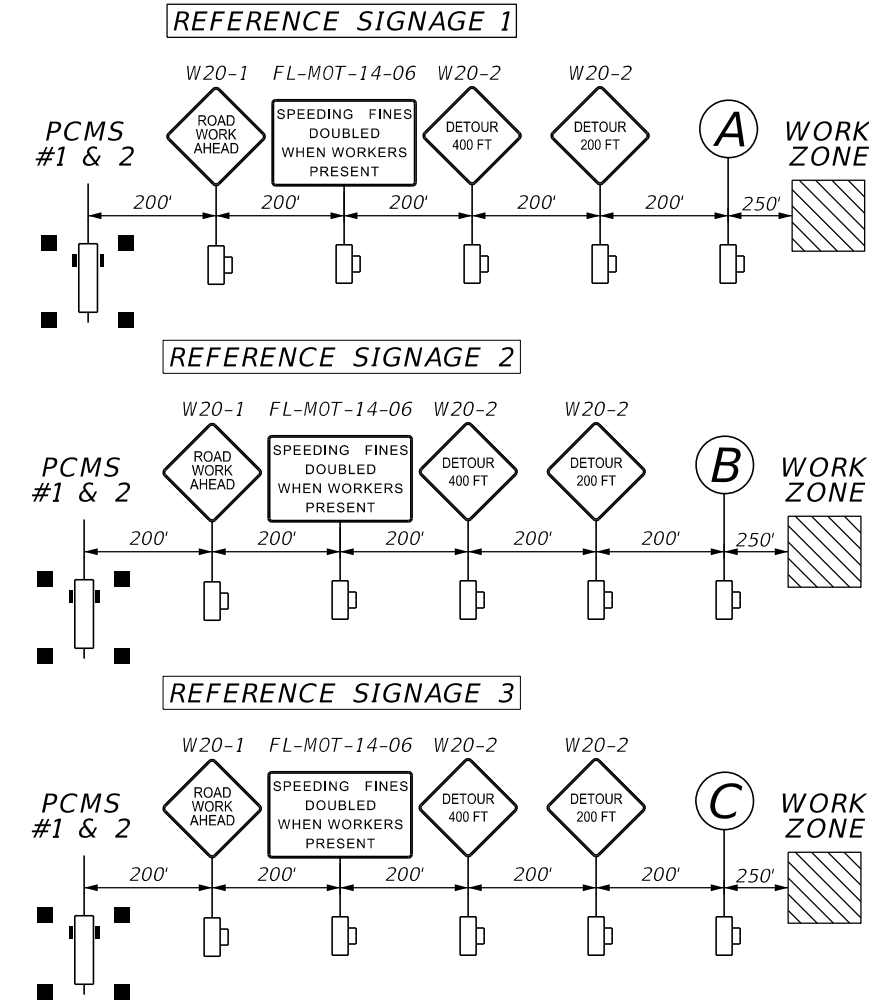
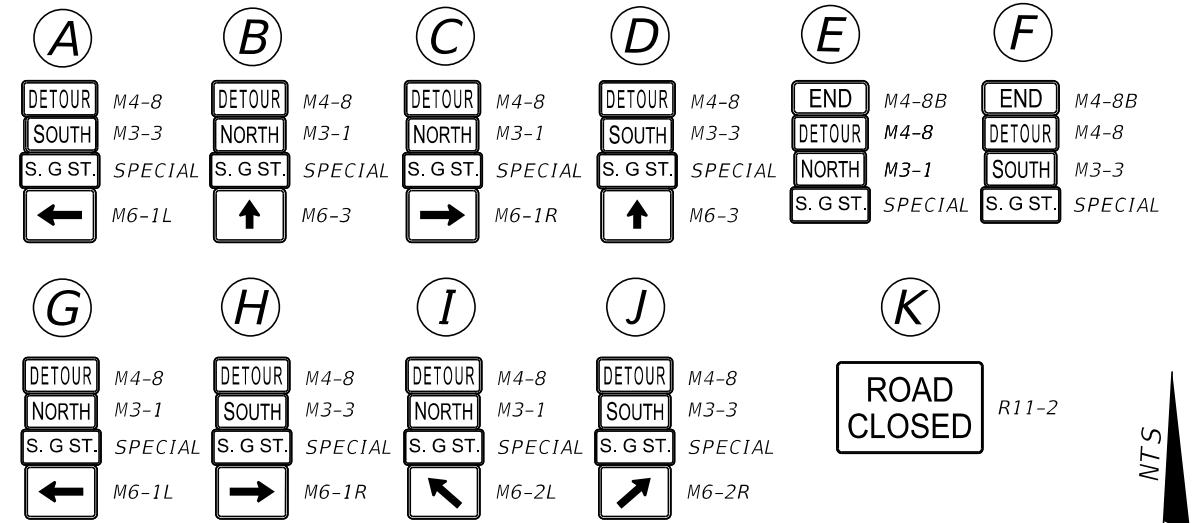
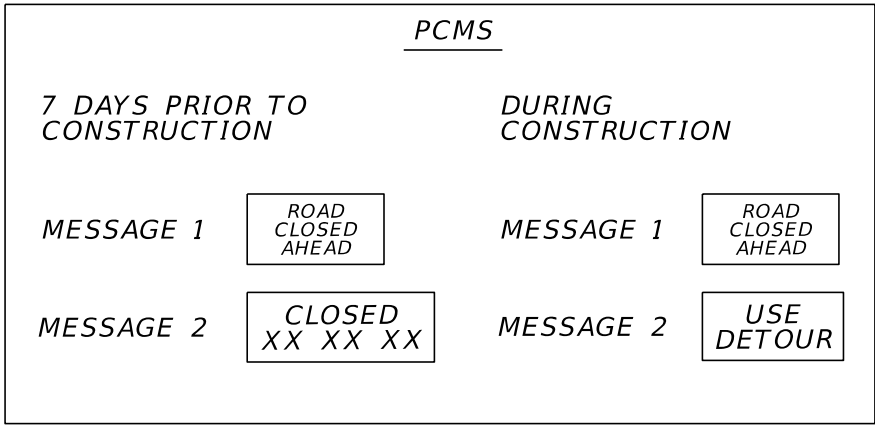
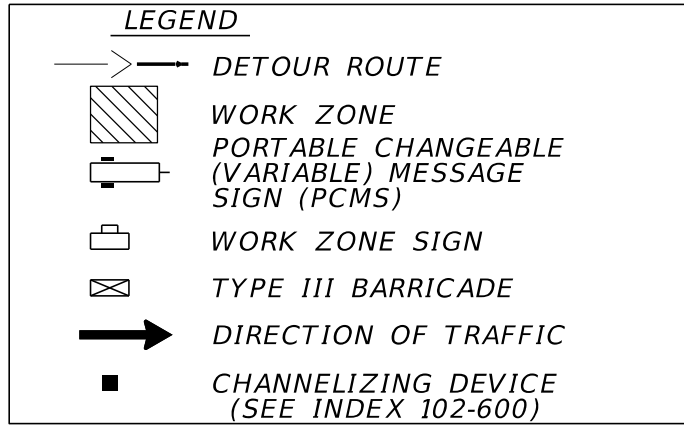


* THIS DETOUR WILL APPLY ONLY FOR PHASE IIA OF CONSTRUCTION AT S F ST AND GARDEN ST INTERSECTION DURING THE WATER MAIN AND DRAINAGE CONSTRUCTION.

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 133
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER: 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR 30	ESCAMBIA	435178-3-52-01		

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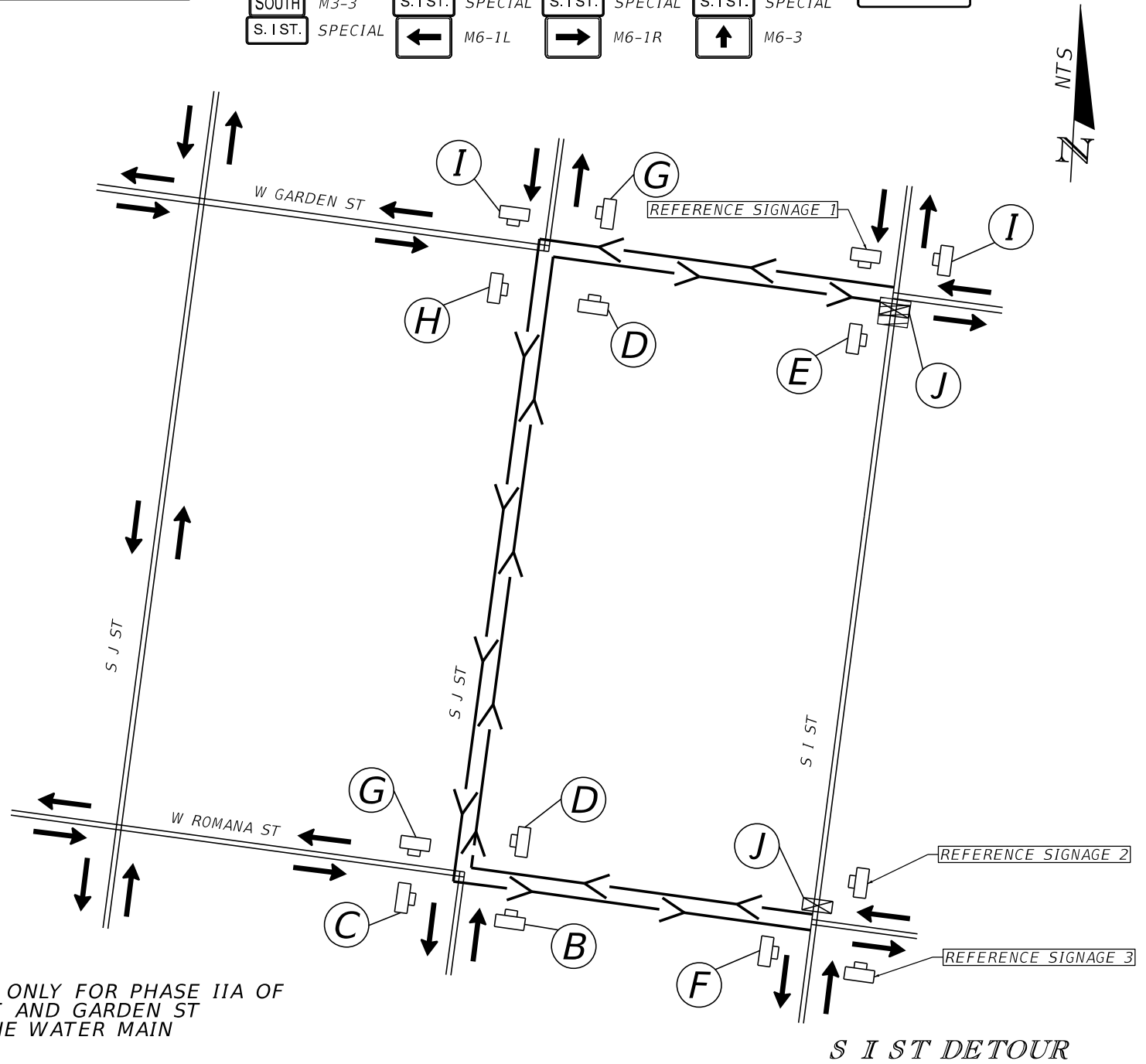
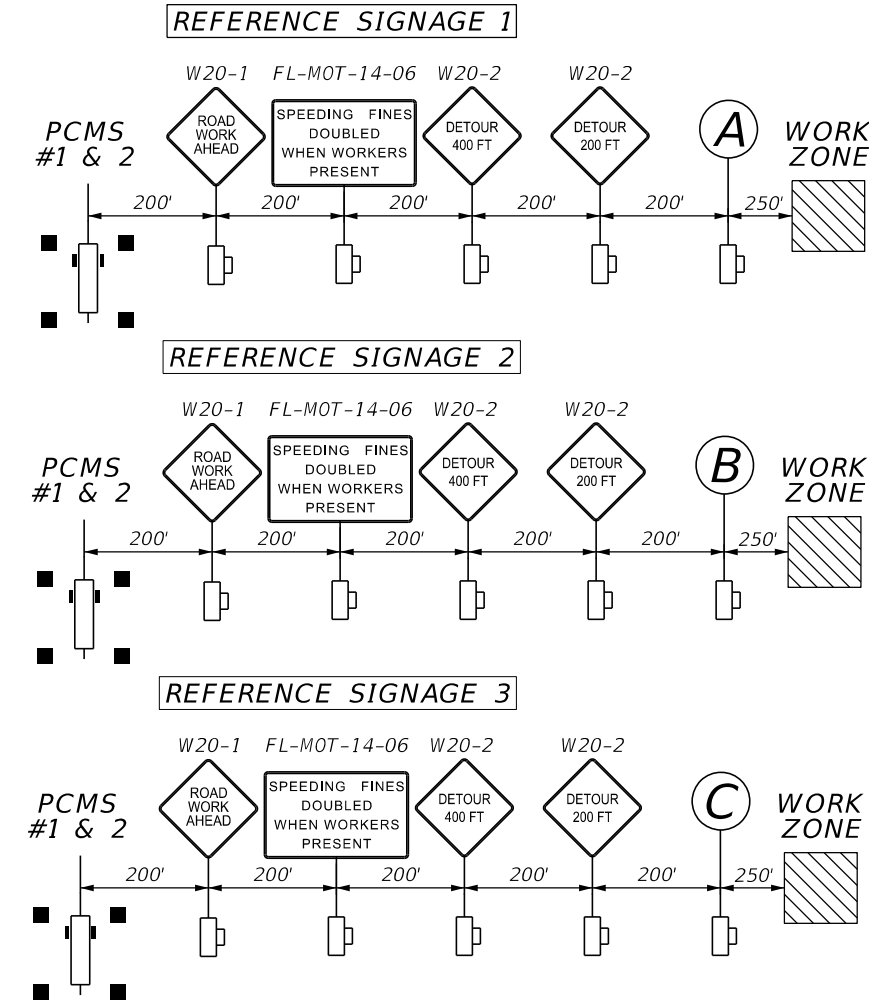
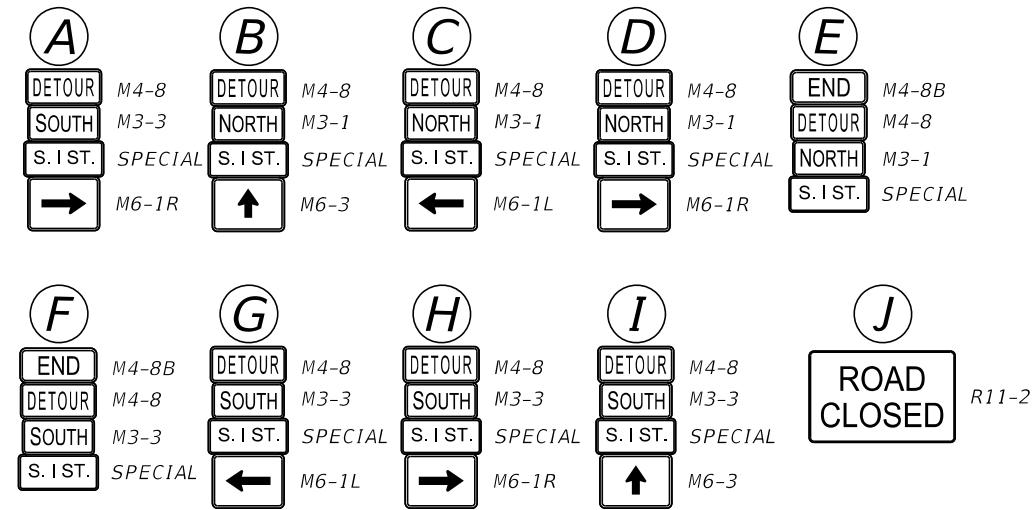
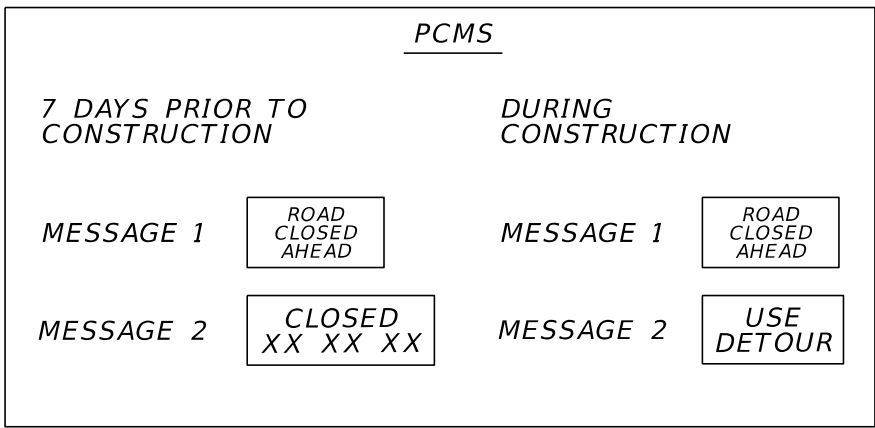
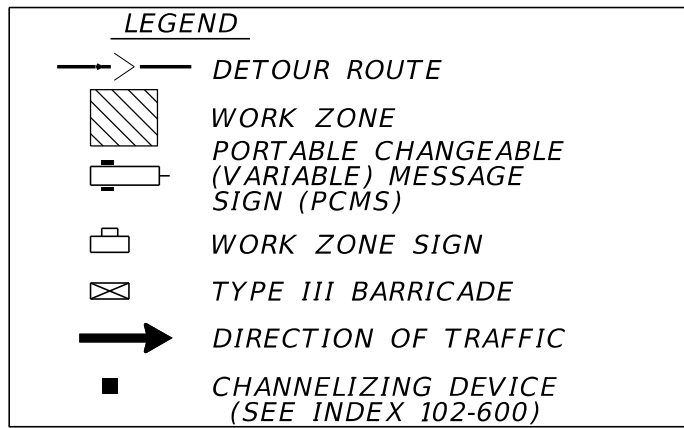


* THIS DETOUR WILL APPLY ONLY FOR PHASE IIA OF CONSTRUCTION AT S G ST AND GARDEN ST INTERSECTION DURING THE WATER MAIN AND DRAINAGE CONSTRUCTION.

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				JAWARA JARRETT, P.E. LICENSE NUMBER: 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	SR 30	ESCAMBIA	435178-3-52-01		134

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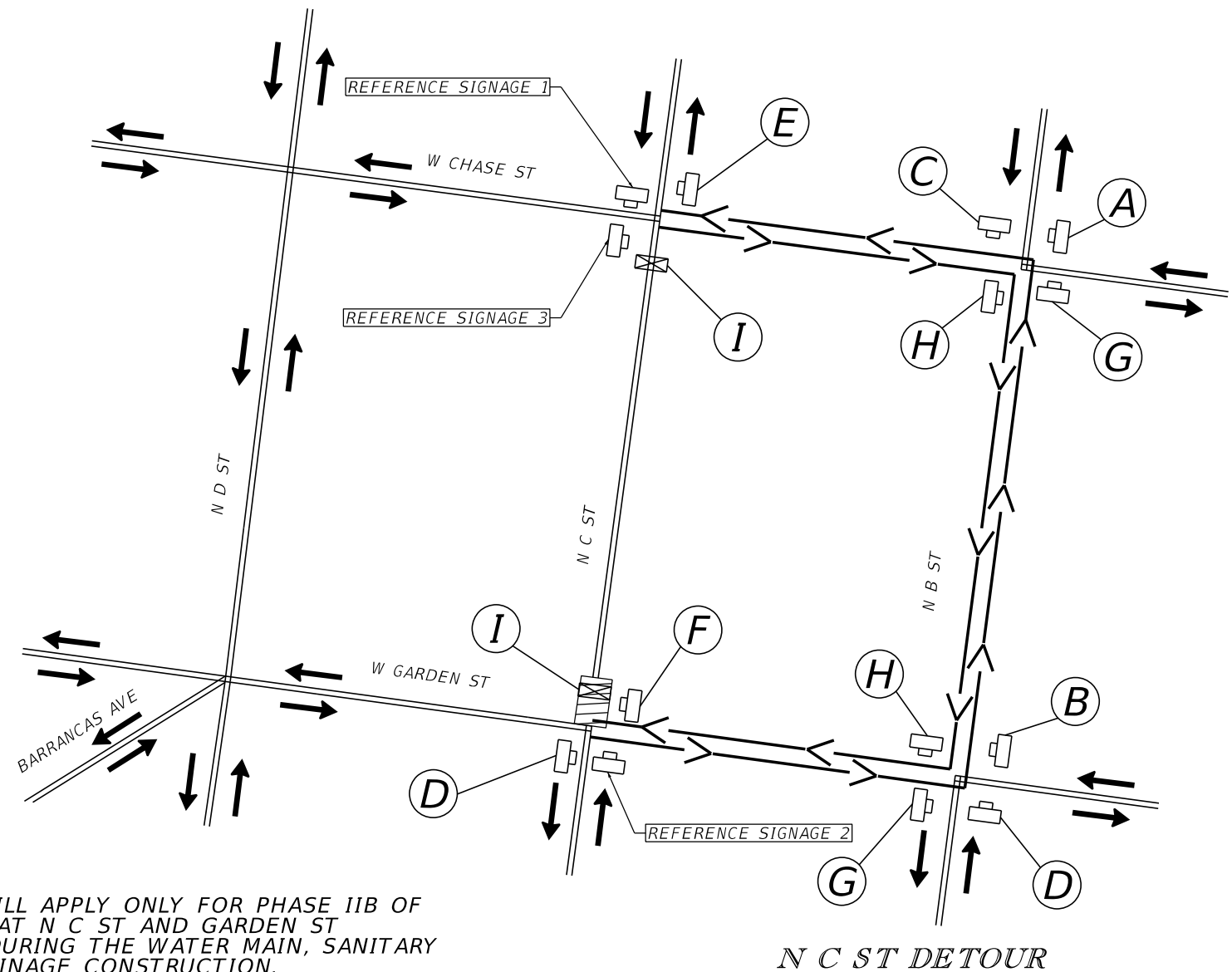
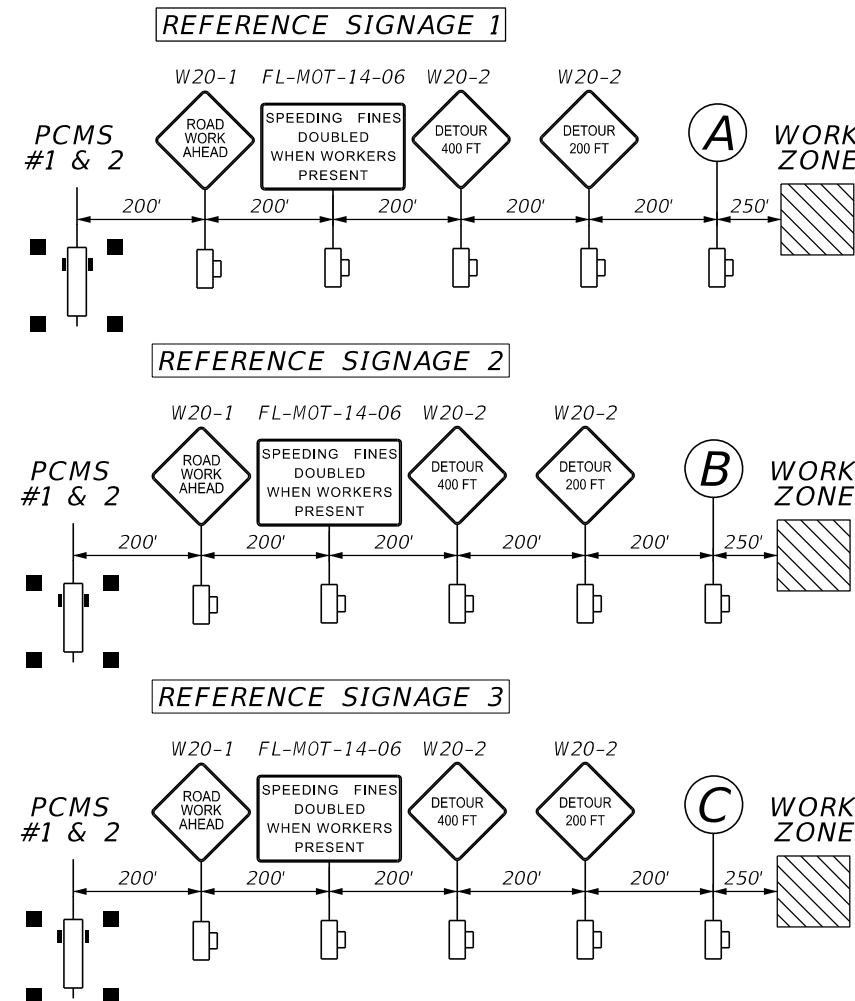
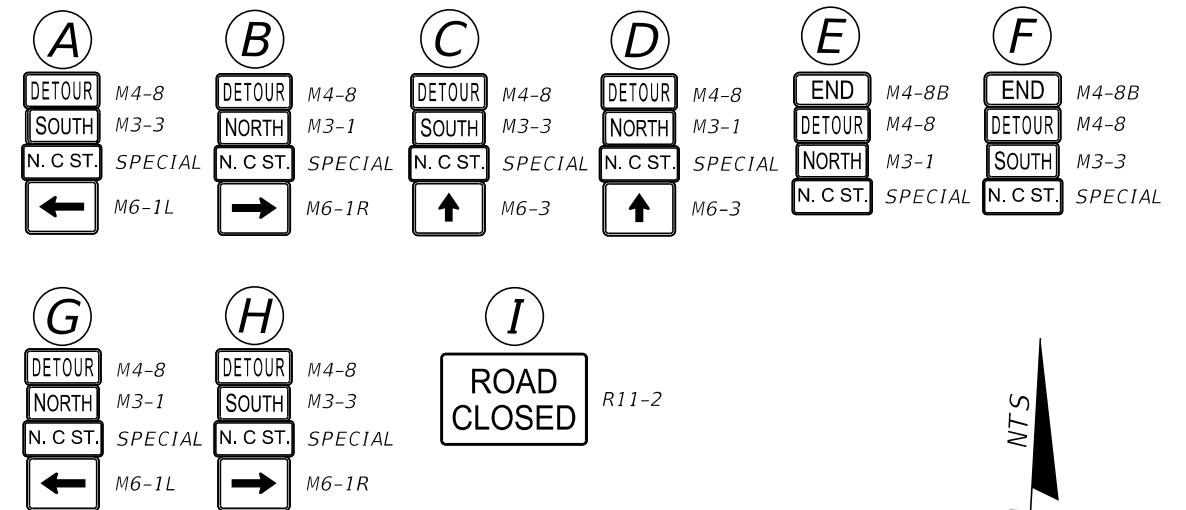
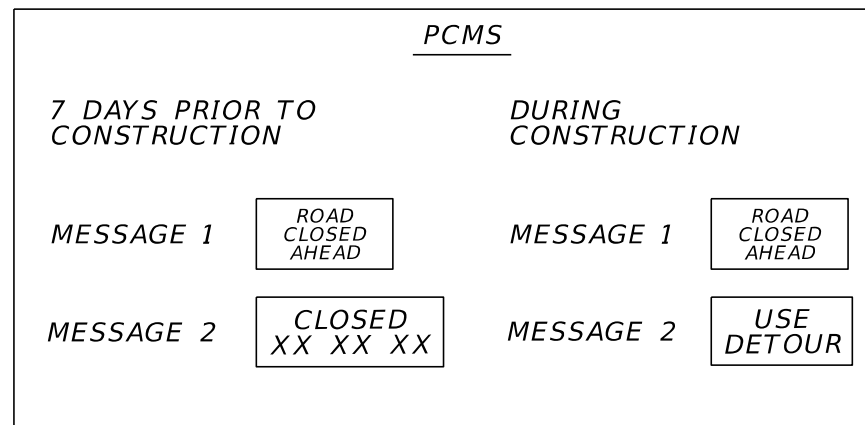
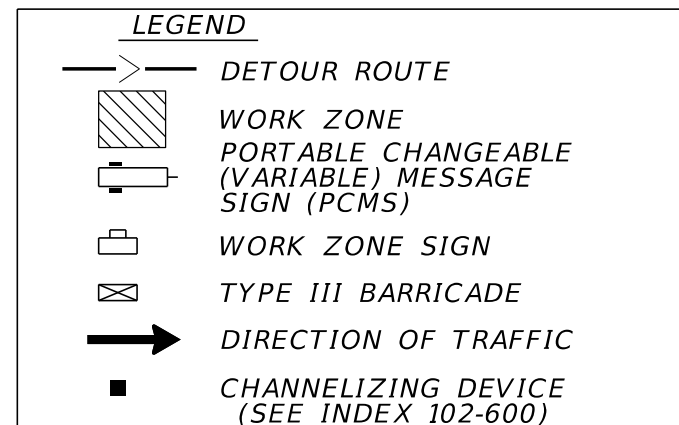
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* THIS DETOUR WILL APPLY ONLY FOR PHASE IIA OF CONSTRUCTION AT N I ST AND GARDEN ST INTERSECTION DURING THE WATER MAIN CONSTRUCTION.

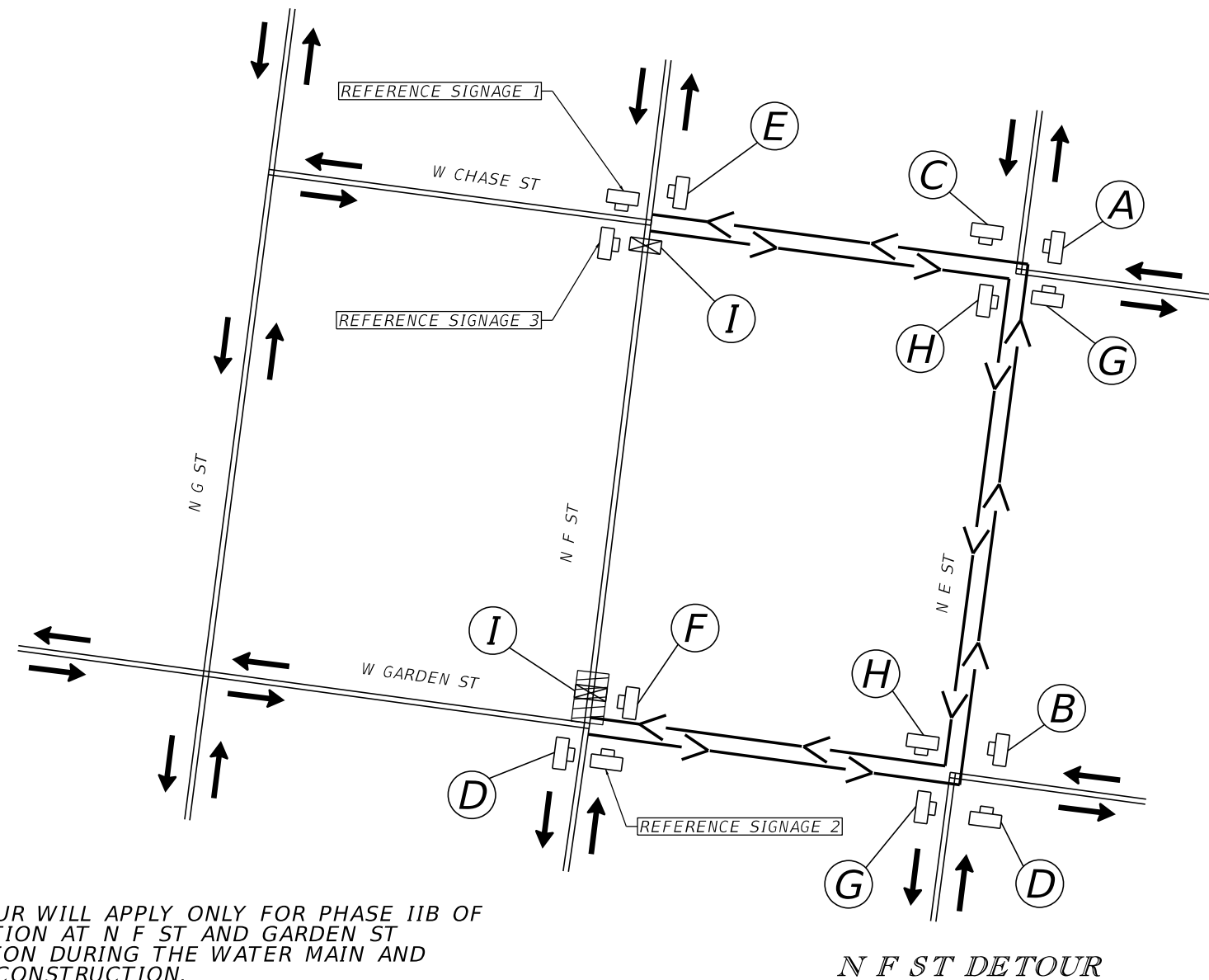
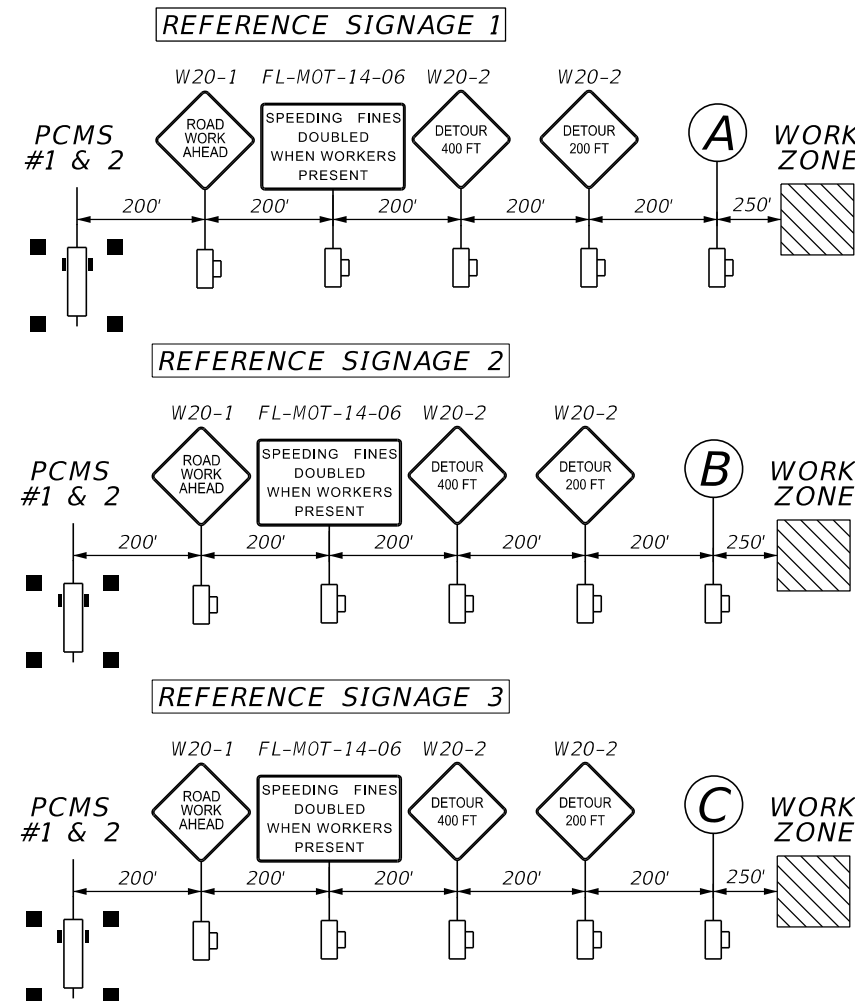
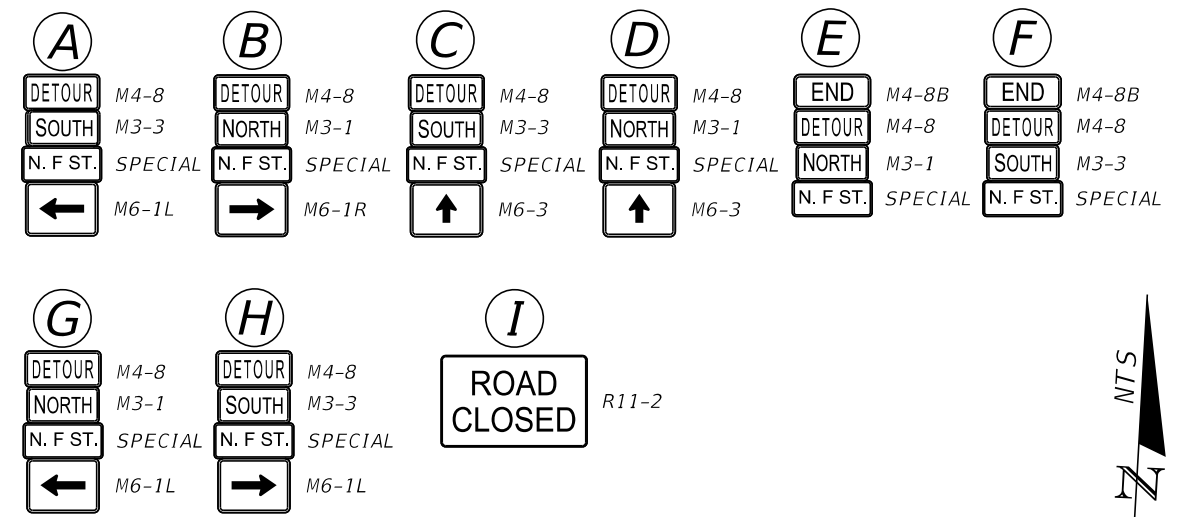
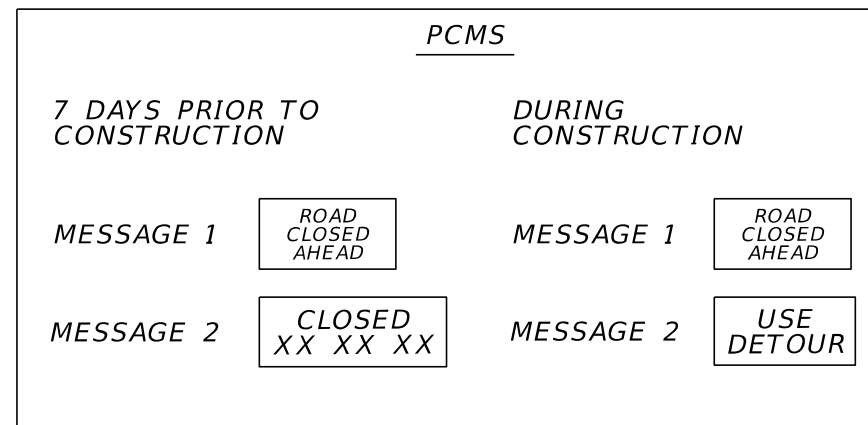
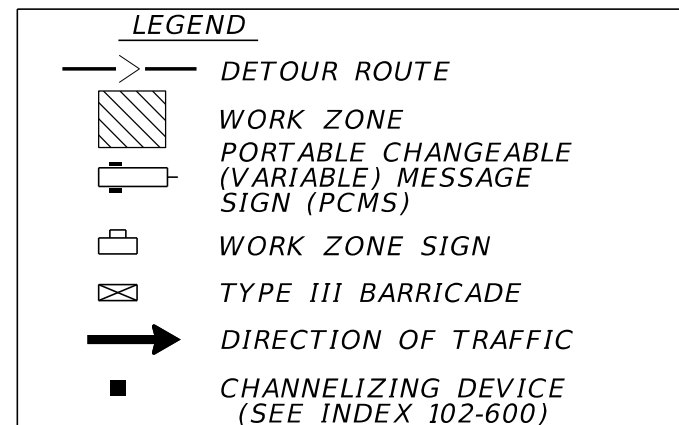
REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 136
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 30	ESCAMBIA	435178-3-52-01		

JAWARA JARRETT, P.E.
LICENSE NUMBER: 87378
JACOBS ENGINEERING GROUP INC.
3606 MACLAY BLVD SOUTH, SUITE 201
TALLAHASSEE, FL 32312



* THIS DETOUR WILL APPLY ONLY FOR PHASE IIB OF CONSTRUCTION AT N C ST AND GARDEN ST INTERSECTION DURING THE WATER MAIN, SANITARY SEWER AND DRAINAGE CONSTRUCTION.

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER: 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		138
					SR 30	ESCAMBIA	435178-3-52-01		



* THIS DETOUR WILL APPLY ONLY FOR PHASE IIB OF CONSTRUCTION AT N F ST AND GARDEN ST INTERSECTION DURING THE WATER MAIN AND DRAINAGE CONSTRUCTION.

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER: 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		141
					SR 30	ESCAMBIA	435178-3-52-01		

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LEGEND

DETOUR ROUTE

WORK ZONE

PORTABLE CHANGEABLE
(VARIABLE) MESSAGE
SIGN (PCMS)

WORK ZONE SIGN

TYPE III BARRICADE

DIRECTION OF TRAFFIC

CHANNELIZING DEVICE
(SEE INDEX 102-600)

PCMS

7 DAYS PRIOR TO
CONSTRUCTION

MESSAGE 1

ROAD
CLOSED
AHEAD

MESSAGE 2

CLOSED
XX XX XX

DURING
CONSTRUCTION

MESSAGE 1

ROAD
CLOSED
AHEAD

MESSAGE 2

USE
DETOUR

A

DETOUR
SOUTH
N. G ST.
←

M4-8
M3-3
SPECIAL
M6-1L

B

DETOUR
NORTH
N. G ST.
→

M4-8
M3-1
SPECIAL
M6-1R

C

DETOUR
NORTH
N. G ST.
↑

M4-8
M3-1
SPECIAL
M6-3

D

END
DETOUR
NORTH
N. G ST.

M4-8B
M4-8
M3-1
SPECIAL

E

END
DETOUR
SOUTH
N. G ST.

M4-8B
M4-8
M3-3
SPECIAL

F

DETOUR
NORTH
N. G ST.
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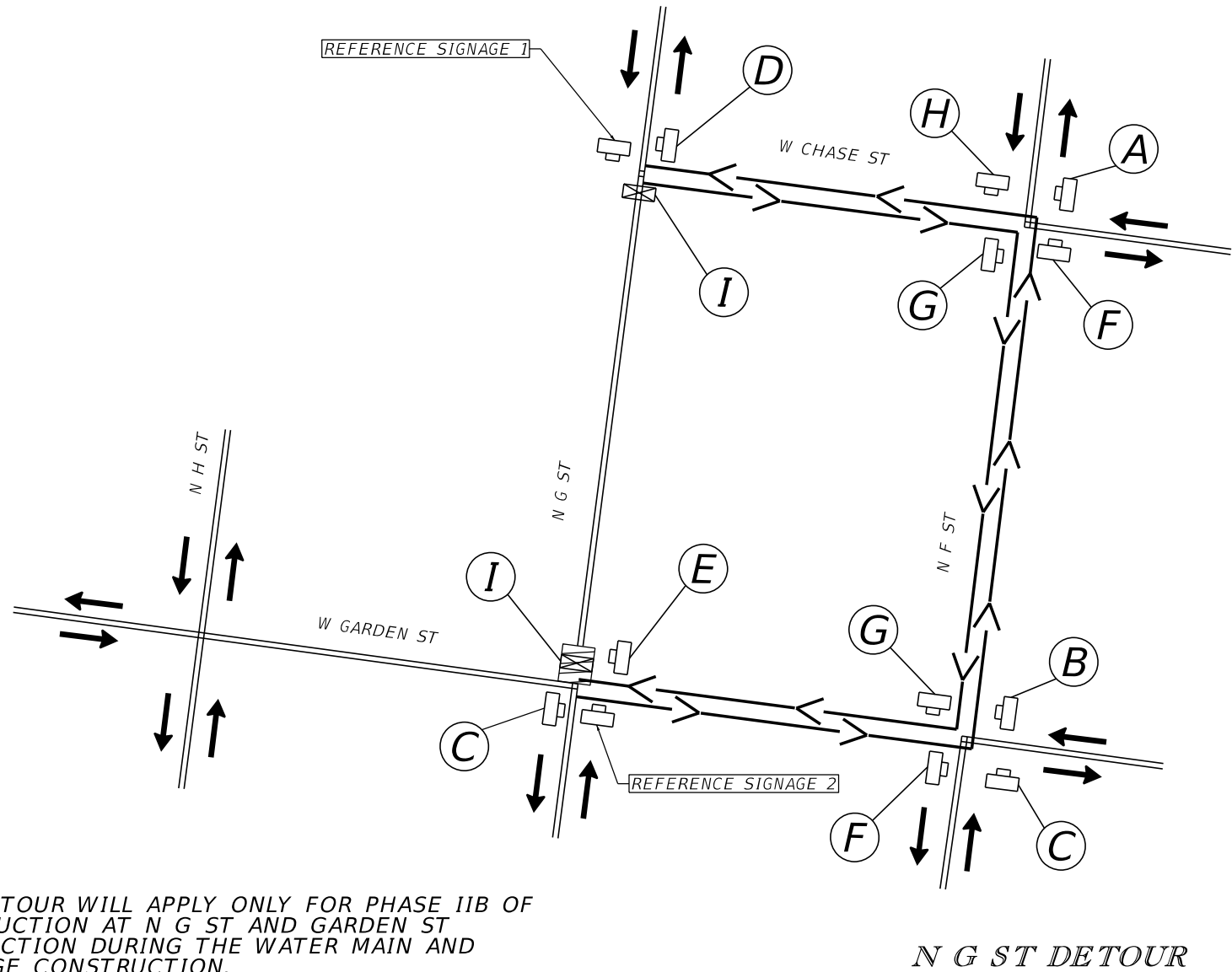
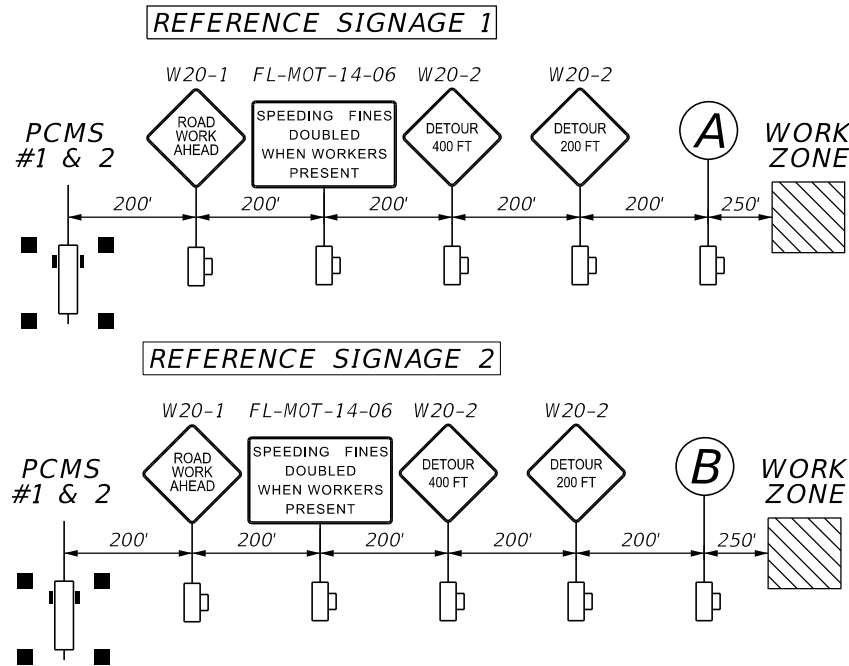
DETOUR
SOUTH
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↑

M4-8
M3-3
SPECIAL
M6-3

I

ROAD
CLOSED

R11-2



* THIS DETOUR WILL APPLY ONLY FOR PHASE IIB OF CONSTRUCTION AT N G ST AND GARDEN ST INTERSECTION DURING THE WATER MAIN AND DRAINAGE CONSTRUCTION.

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 30	ESCAMBIA	435178-3-52-01		

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LEGEND

DETOUR ROUTE

WORK ZONE

PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN (PCMS)

WORK ZONE SIGN

TYPE III BARRICADE

DIRECTION OF TRAFFIC

CHANNELIZING DEVICE (SEE INDEX 102-600)

PCMS

7 DAYS PRIOR TO CONSTRUCTION

DURING CONSTRUCTION

MESSAGE 1

ROAD CLOSED AHEAD

MESSAGE 1

ROAD CLOSED AHEAD

MESSAGE 2

CLOSED XX XX XX

MESSAGE 2

USE DETOUR

A

DETOUR NORTH N. I ST. M6-1L

B

DETOUR SOUTH N. I ST. M6-1R

C

DETOUR NORTH N. I ST. M6-3

D

DETOUR NORTH N. I ST. M6-1R

E

END DETOUR NORTH N. I ST. SPECIAL

F

END DETOUR SOUTH N. I ST. SPECIAL

G

DETOUR SOUTH N. I ST. M6-1L

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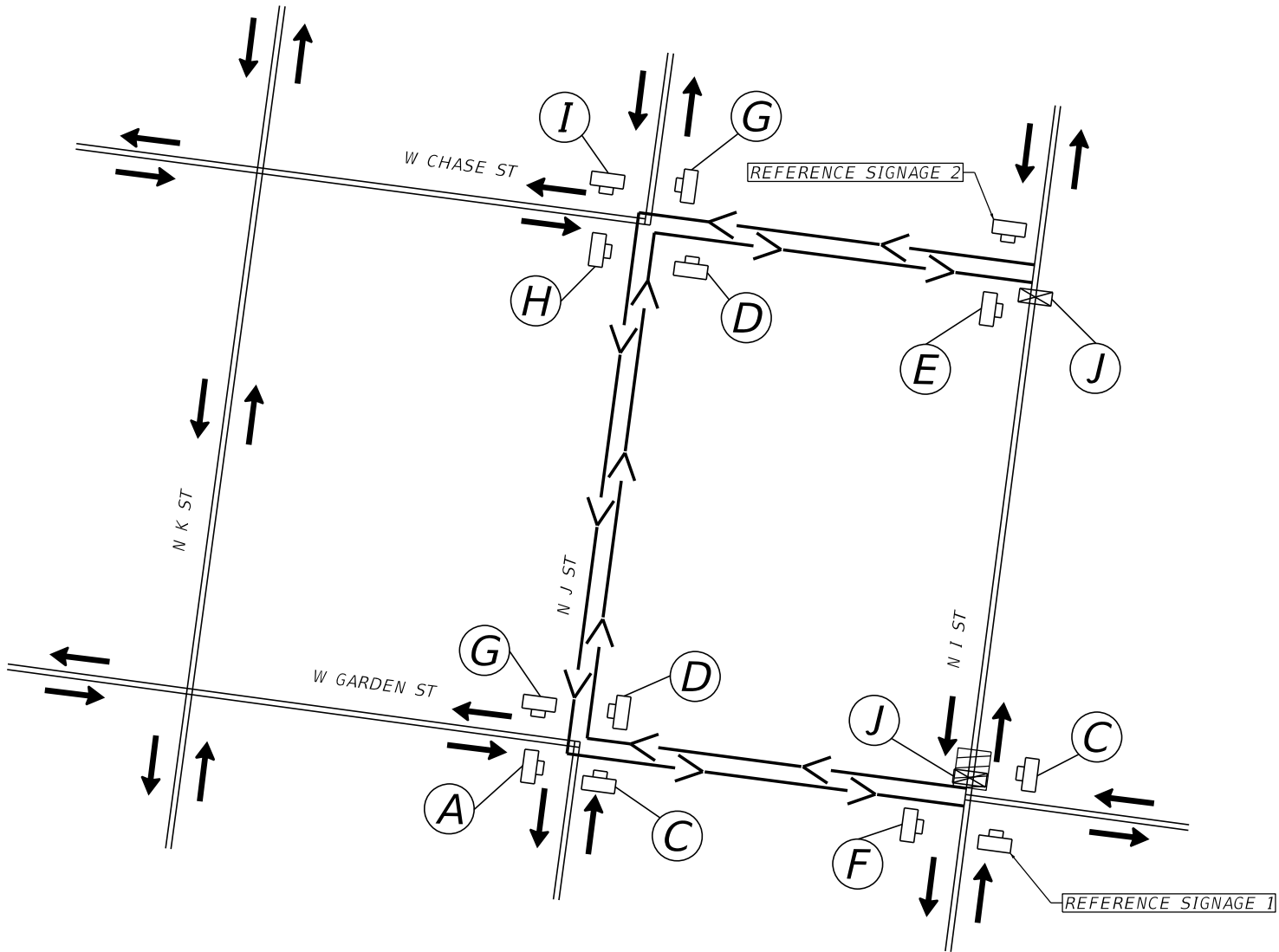
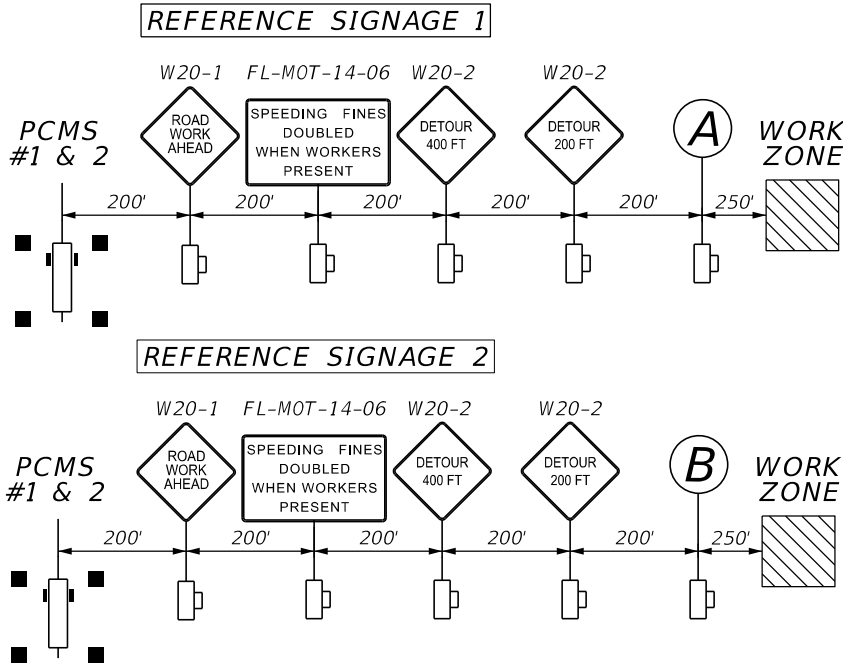
DETOUR SOUTH N. I ST. M6-1R

I

DETOUR SOUTH N. I ST. M6-3

J

ROAD CLOSED R11-2

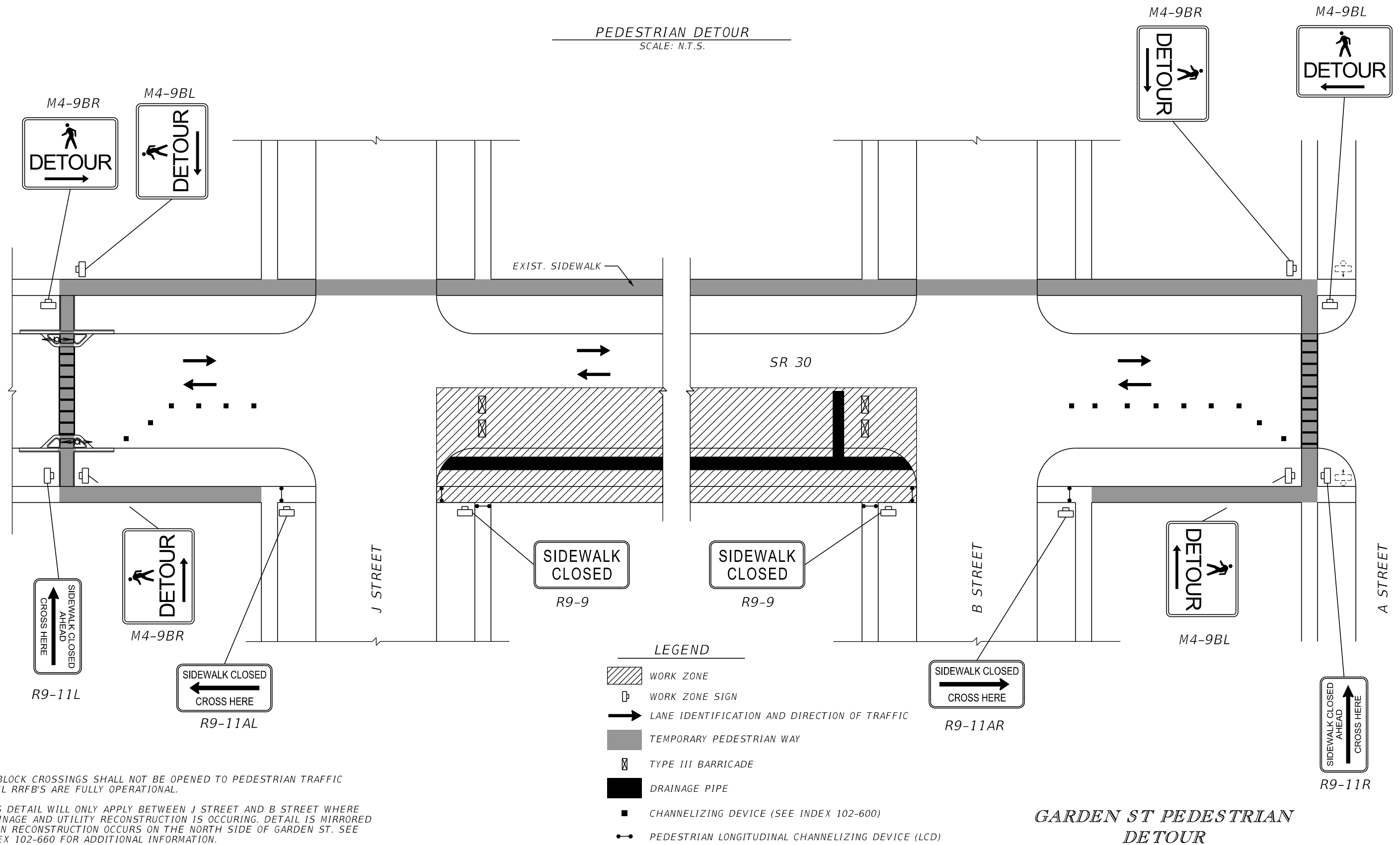


* THIS DETOUR WILL APPLY ONLY FOR PHASE IIB OF CONSTRUCTION AT N I ST AND GARDEN ST INTERSECTION DURING THE WATER MAIN CONSTRUCTION.

N I ST DETOUR

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 143
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 30	ESCAMBIA	435178-3-52-01		

JAWARA JARRETT, P.E.
LICENSE NUMBER: 87378
JACOBS ENGINEERING GROUP INC.
3606 MACLAY BLVD SOUTH, SUITE 201
TALLAHASSEE, FL 32312



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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JAWARA JARRETT, P.E. LICENSE NUMBER 87378 JACOBS ENGINEERING GROUP INC. 3606 MACLAY BLVD SOUTH, SUITE 201 TALLAHASSEE, FL 32312	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		144
					SR 30	ESCAMBIA	435178-3-52-01		



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-338

City Council

4/11/2024

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 adopt Proposed Ordinance No. 5-24 on second 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:

March 21, 2024 - City Council voted to approve Proposed Ordinance No. 5-24 on first reading.

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 - P.O. No. 5-24
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 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

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

(Owner of Property or Official Representative of Owner) ✓

12/5/23
Date

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

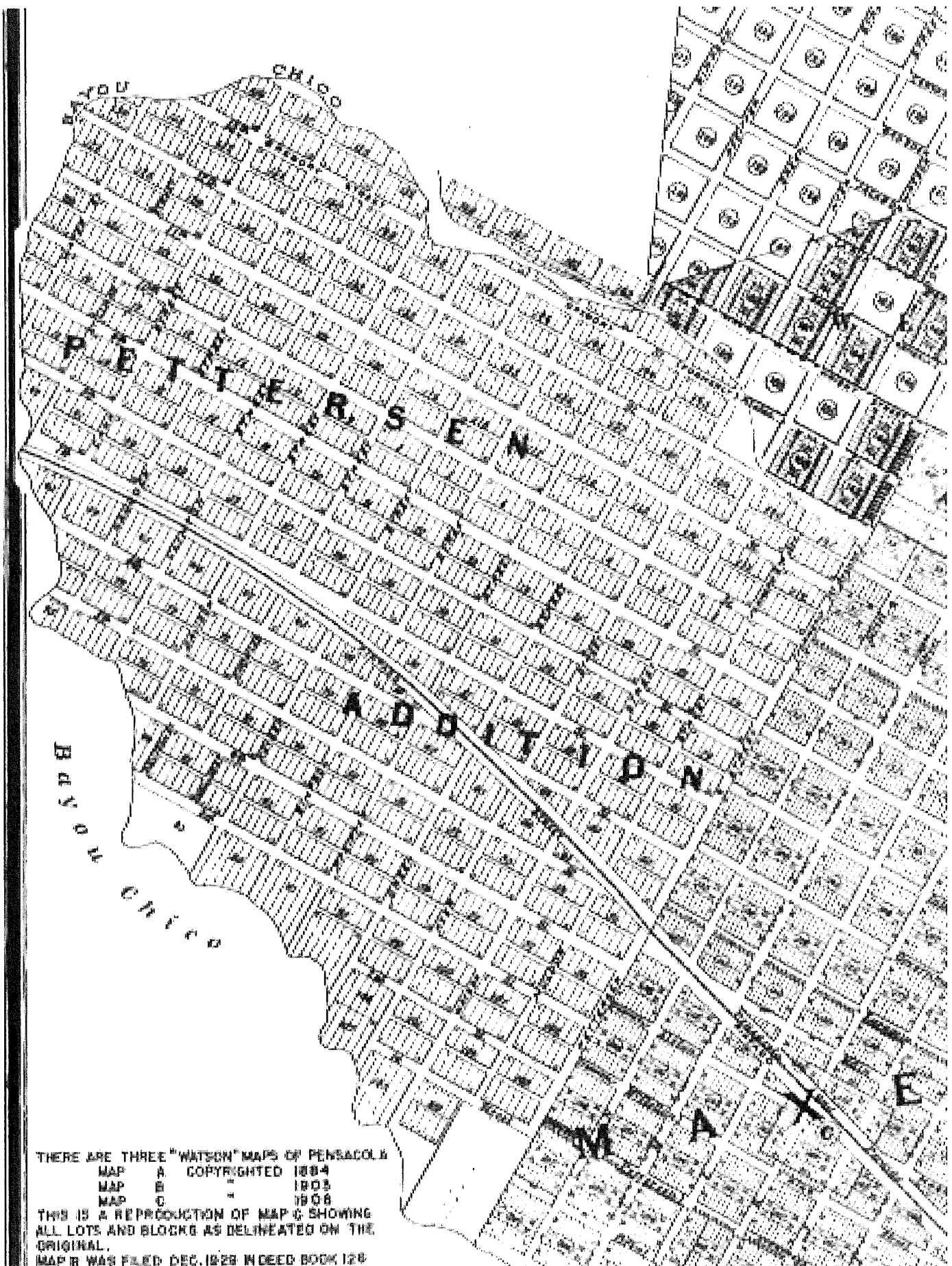
To Whom it may concern,

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.

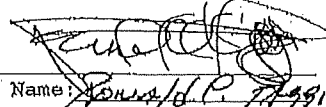
To Have And To Hold the same to Grantee, and Grantee's successors and assigns, in fee simple forever,

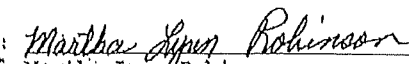
And Grantor does covenant to and with the Grantee, and Grantee's successors and assigns, that in all things preliminary to and in
and about this conveyance, the power of sale contained in the Last Will and Testament of Ronnie Charles Robinson, deceased,
and the laws of the State of Florida have been followed and complied with all respects.

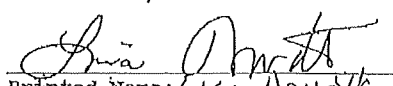
In Witness Whereof, the undersigned, as personal representative of the estate of said decedent, has executed this
instrument under seal on the date aforesaid.

Signed, sealed and delivered in our presence:

Estate of Ronnie Charles Robinson


Printed Name: Ronald P. Aggion
Witness

By: 
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.

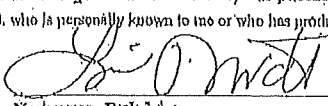

Notary Public
My Commission Expires: 1/1/2024
Commission # 00000000
Expires January 1, 2024
Notary Public

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.

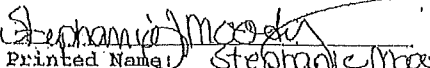
and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

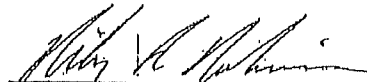
In Witness Whereof, the grantors have hereunto set their hands and seals this day and year first above written.

Signed, sealed and delivered in our presence:


Printed Name: Rita R. Bowen
Witness Lisa Novack

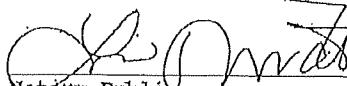

Rita R. Bowen a/k/a Rita C. Bowen


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 # 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

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

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

ELKTON ST

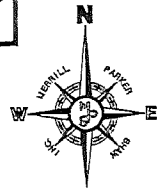
4 WATER ST

500 W NAVY BLVD

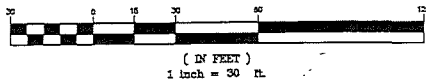
WATER ST

75 WATER ST

3502 W NAVY BLVD

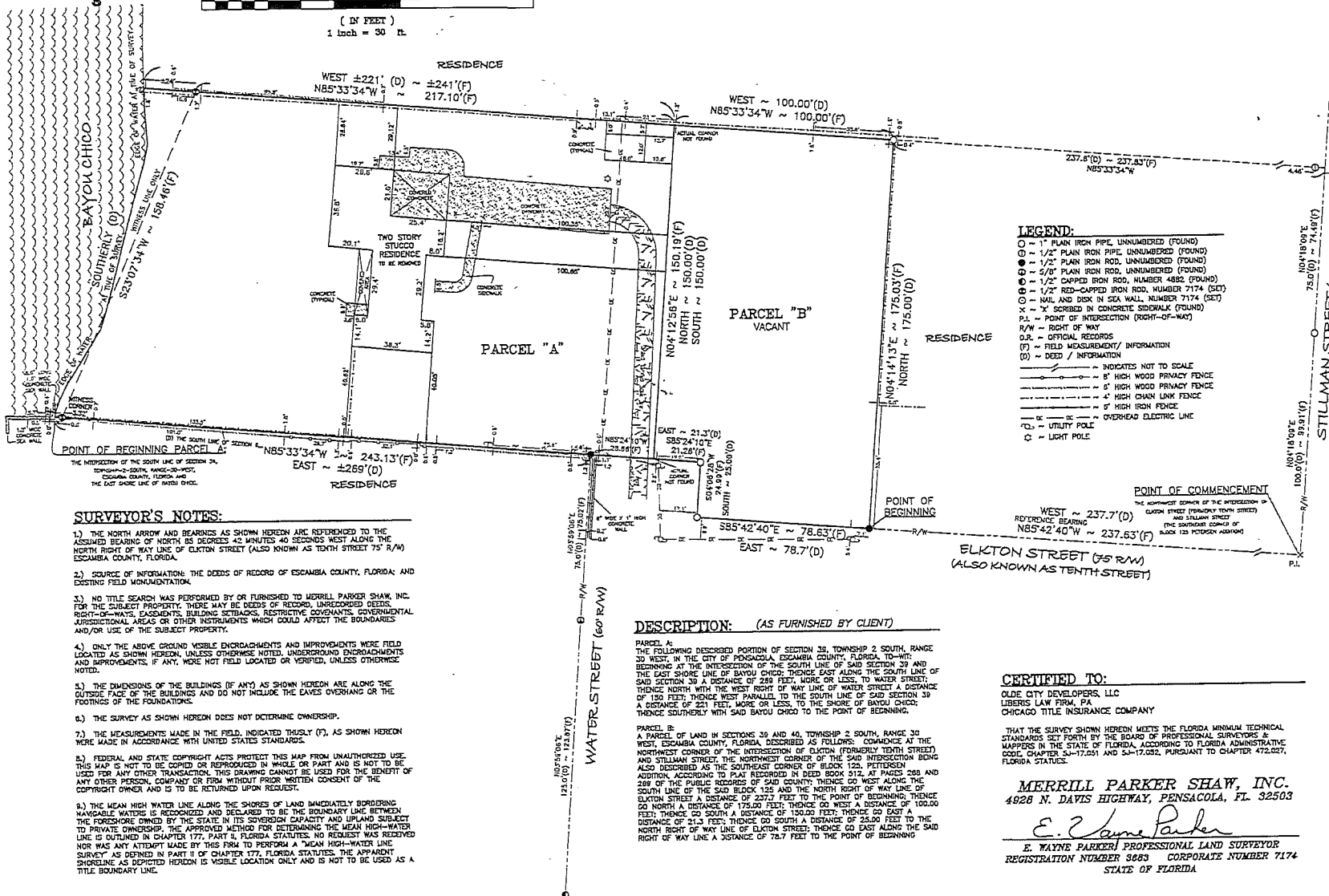


GRAPHIC SCALE



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 HEREIN ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 85 DEGREES 42 MINUTES 40 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF ELKTON 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 HEREIN, 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 HEREIN 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 HEREIN DOES NOT DETERMINE OWNERSHIP.
- 7) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREIN 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 WANDABLE 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 HEREIN 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 ELKTON 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 ELKTON 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 ELKTON 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 HEREIN 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

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E. WAYNE PARKER, P.L.S. NO. 3683, CORPORATE NO. 7174, STATE OF FLORIDA

NO.	DATE	APPR.	REVISIONS:

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

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

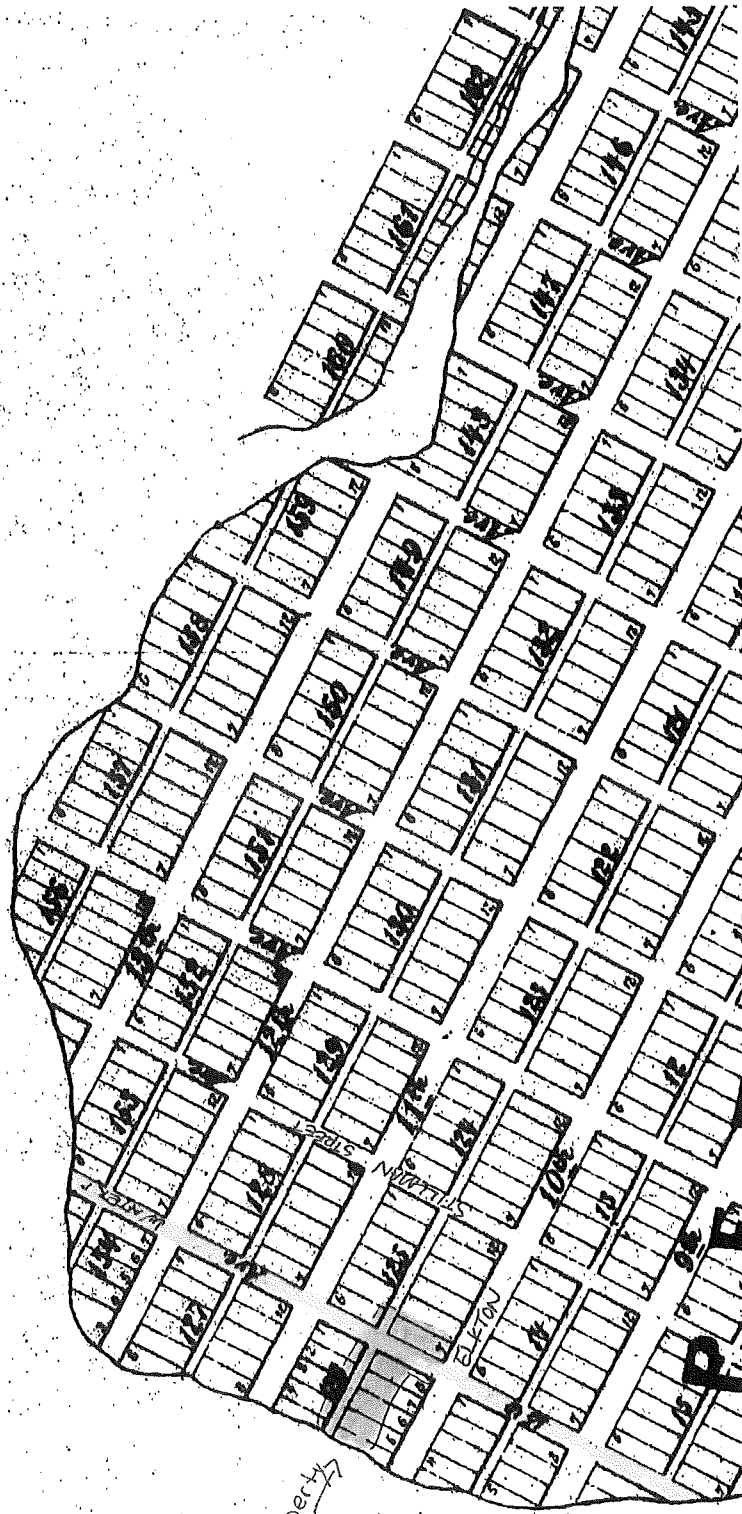


BOUNDARY SURVEY

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





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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(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

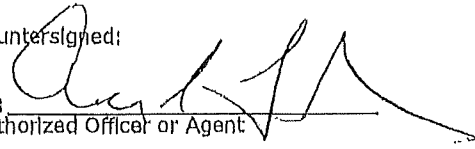
(II) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

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



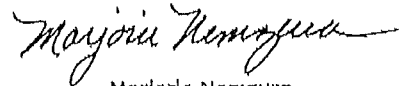
By:

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 Manager, 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

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

WATER ST

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



April 21, 2023

Mr. Charles Liberis
212 W. Intendencia Street
Pensacola, FL 32502

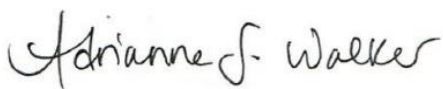
RE: Street and Alley Vacation Inquiry – Water St.

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 #: 24-341

City Council

4/11/2024

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 adopt Proposed Ordinance No. 6-24 on second 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:

March 21, 2024 - City Council voted to approve Proposed Ordinance No. 6-24 on first reading.
February 8, 2024 - City Council granted final approval of the annexation request.

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 - P.O. 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.

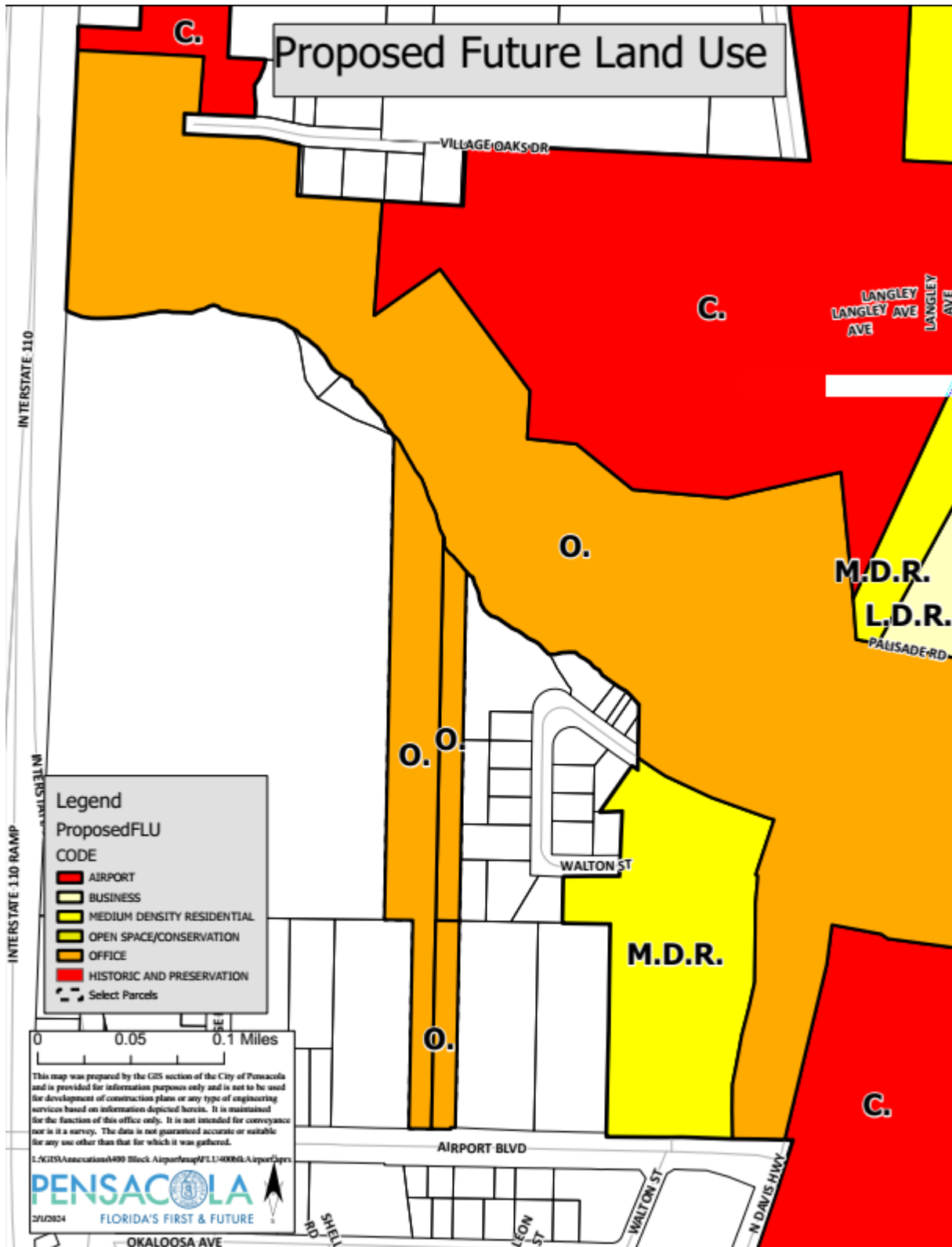
Adopted: _____

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.):



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.

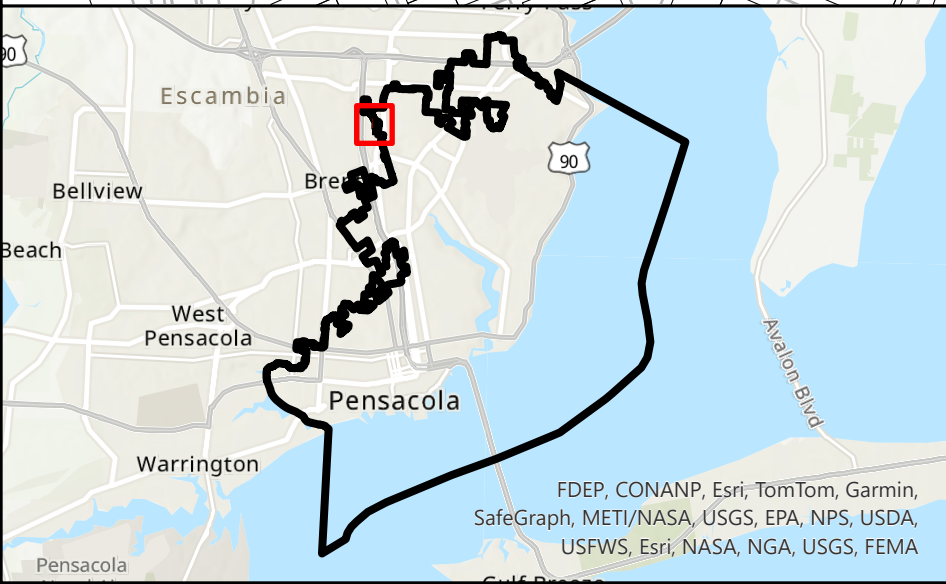
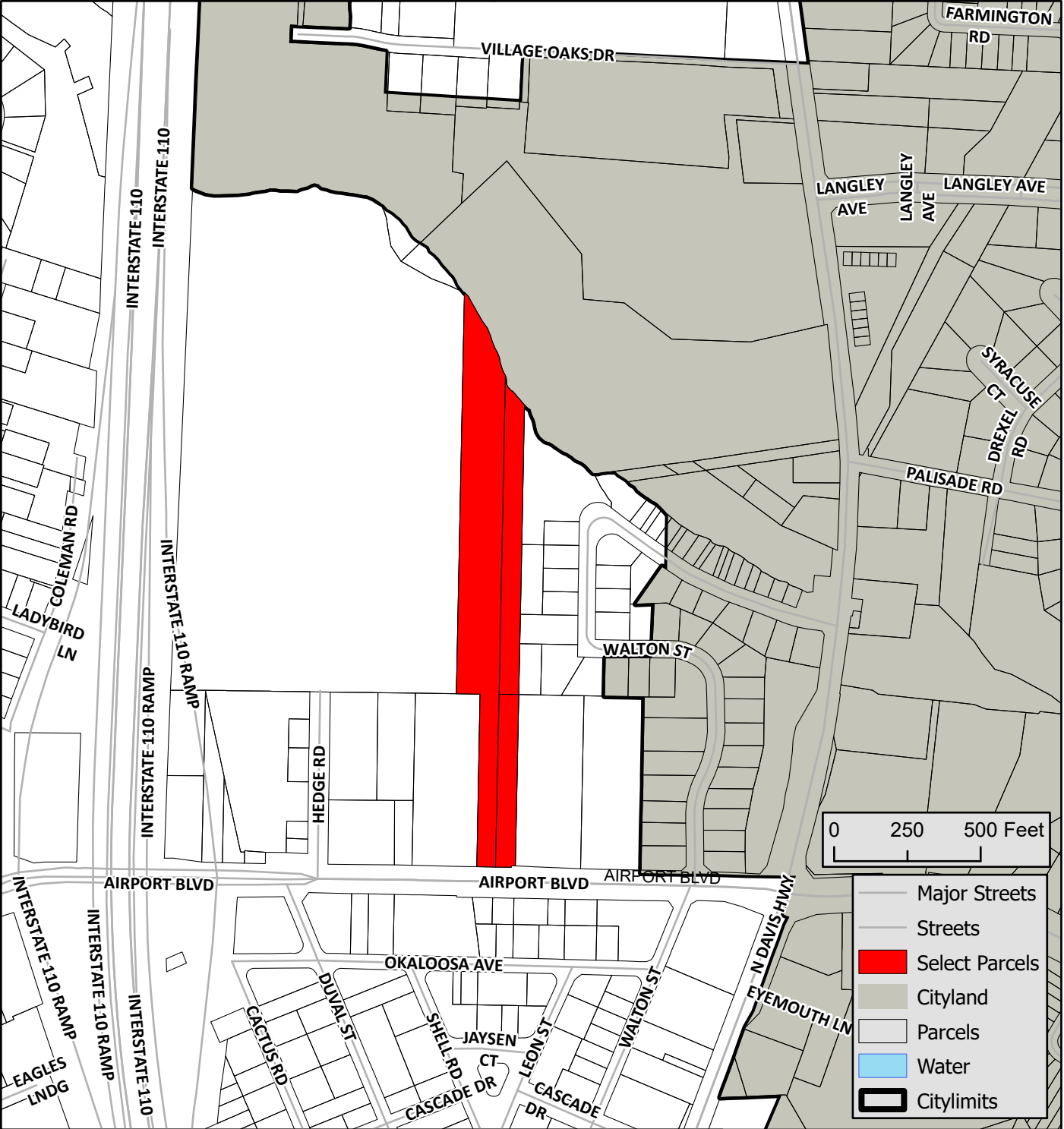
The ownership group intends to build a 200-unit apartment complex on the site. The annexation would be beneficial to the owners as it would grant future residents the benefits of living in the city of Pensacola as opposed to unincorporated Escambia County.

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



0 0.07 0.15 Miles

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PENSACOLA

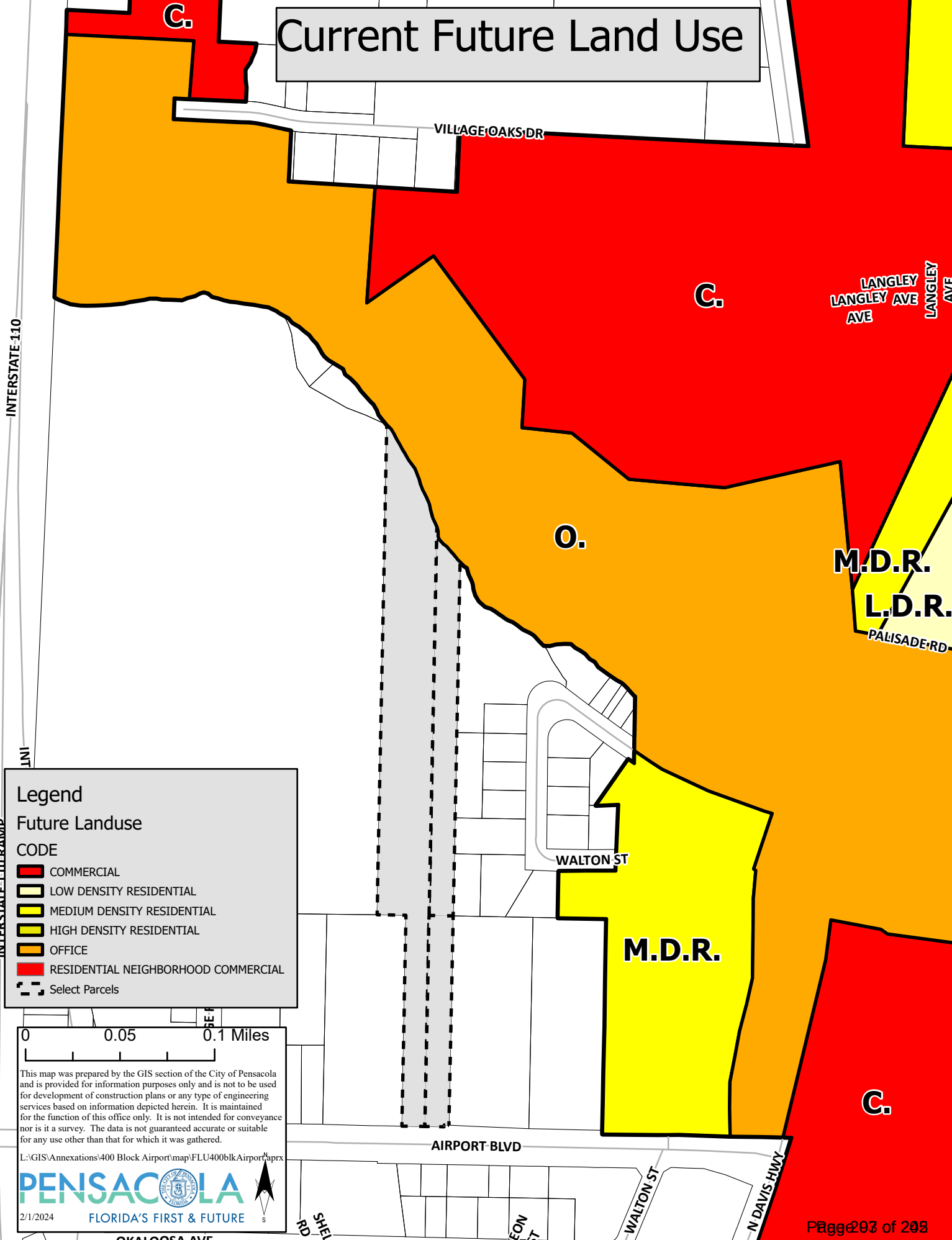
1/11/2024

FLORIDA'S FIRST & FUTURE

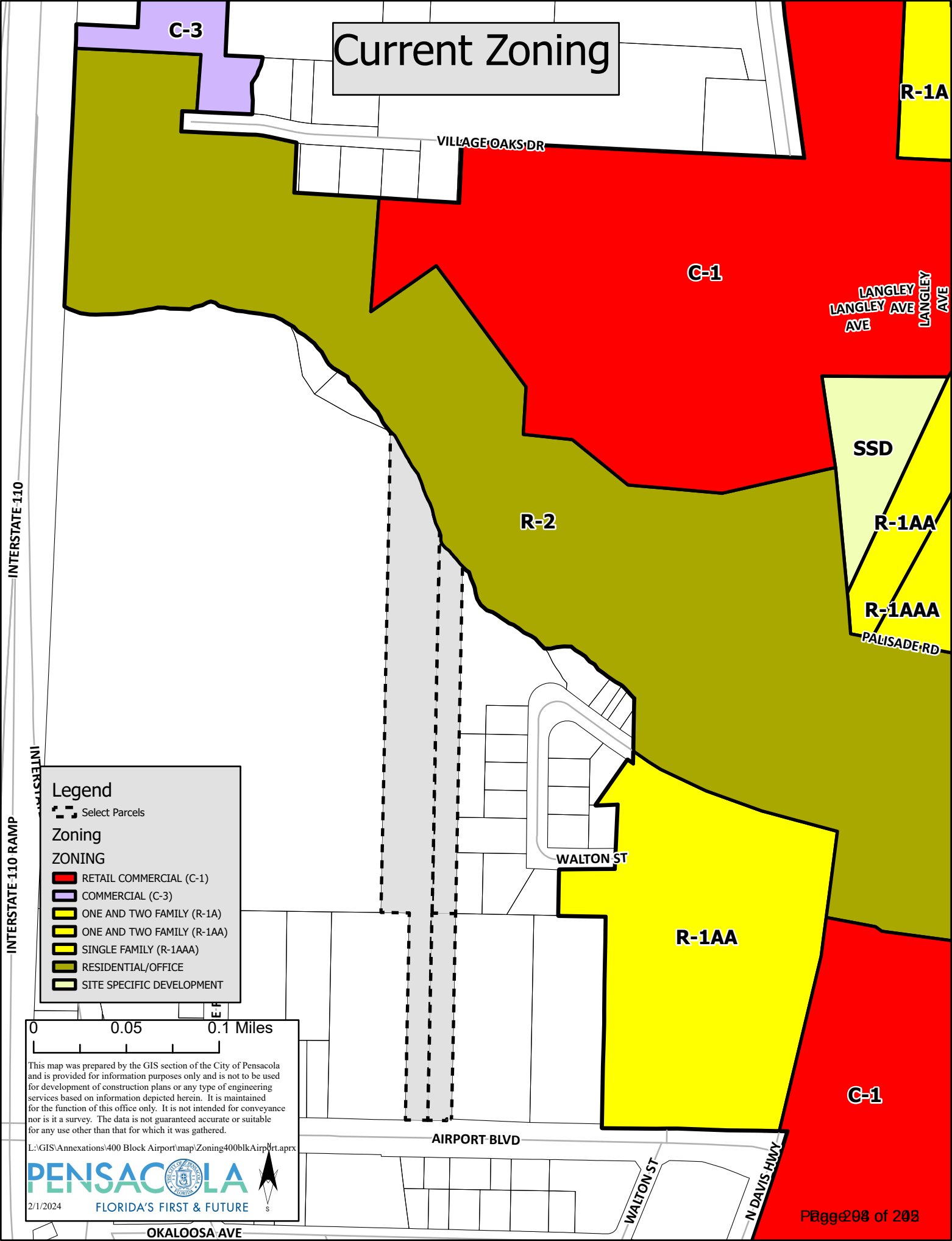


FDEP, CONANP, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA

Current Future Land Use



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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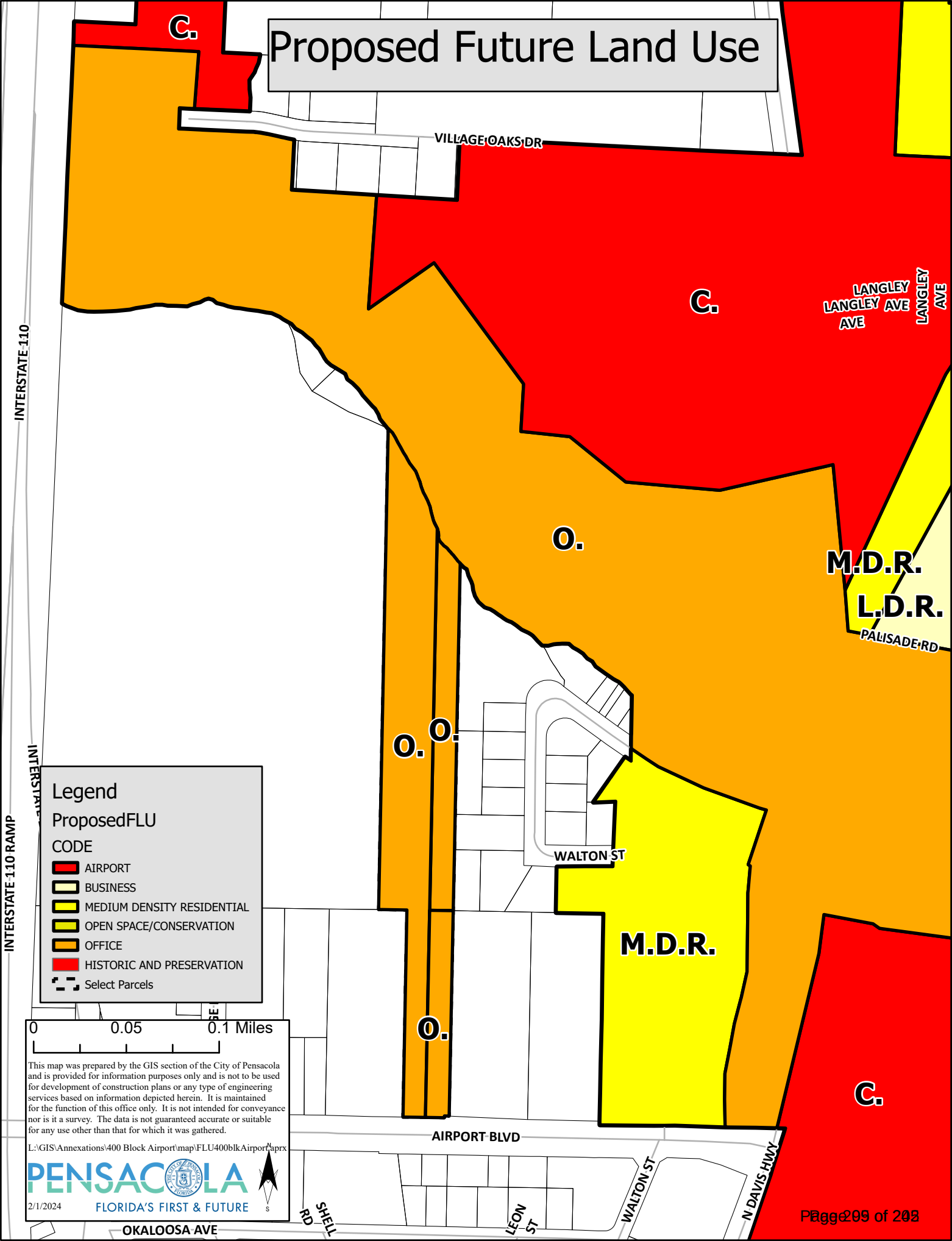
PENSACOLA
FLORIDA'S FIRST & FUTURE

2/1/2024



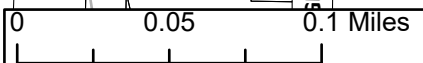
OKALOOSA AVE

Proposed Future Land Use



Legend ProposedFLU

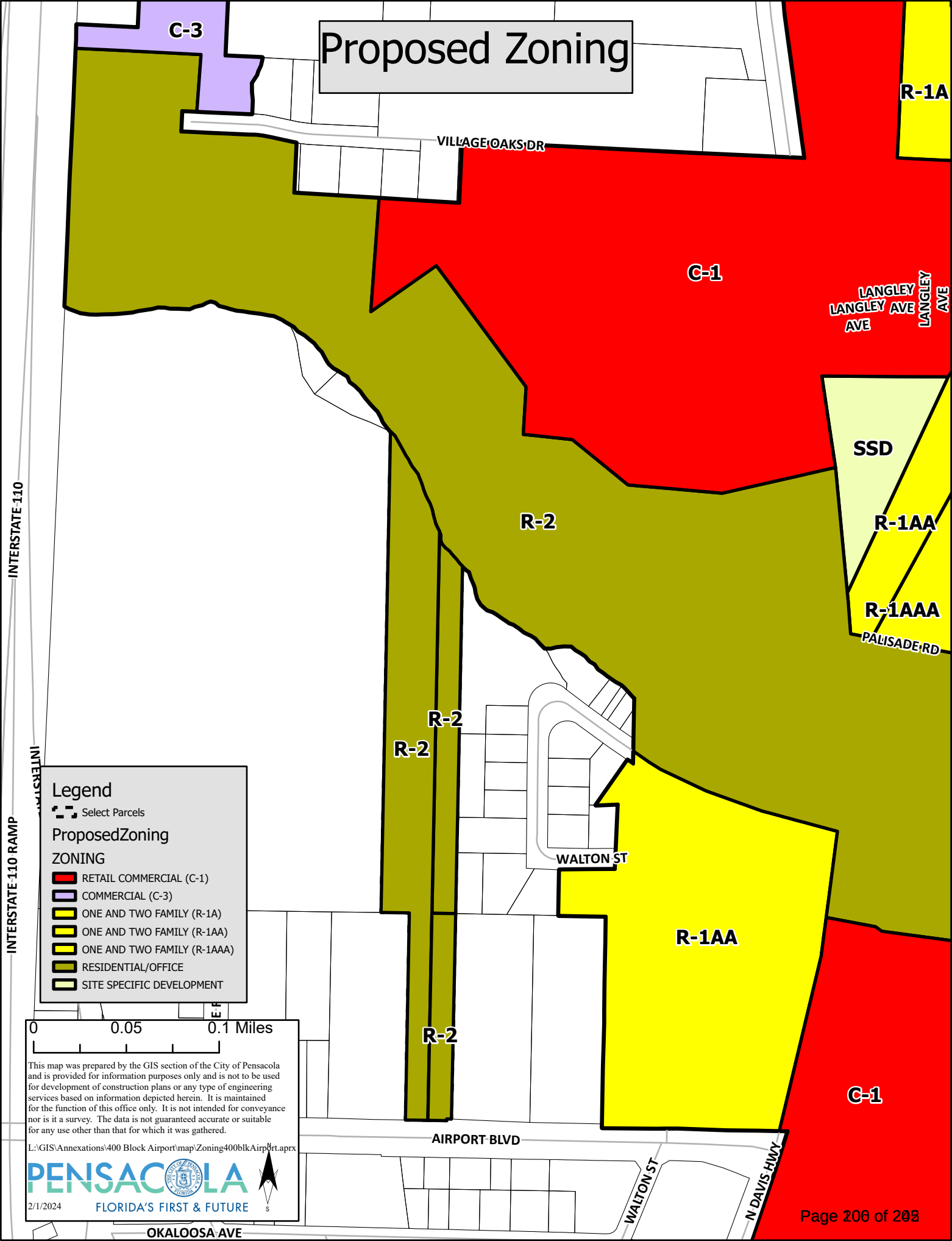
- CODE
- AIRPORT
 - BUSINESS
 - MEDIUM DENSITY RESIDENTIAL
 - OPEN SPACE/CONSERVATION
 - OFFICE
 - HISTORIC AND PRESERVATION
 - Select Parcels



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Proposed Zoning



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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-344

City Council

4/11/2024

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 adopt Proposed Ordinance No. 7-24 on second reading.

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND 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:

March 21, 2024 - City Council voted to approve Proposed Ordinance No. 7-24 on first reading.
February 8, 2024 - City Council granted final approval of the annexation request.

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 - P.O. 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.

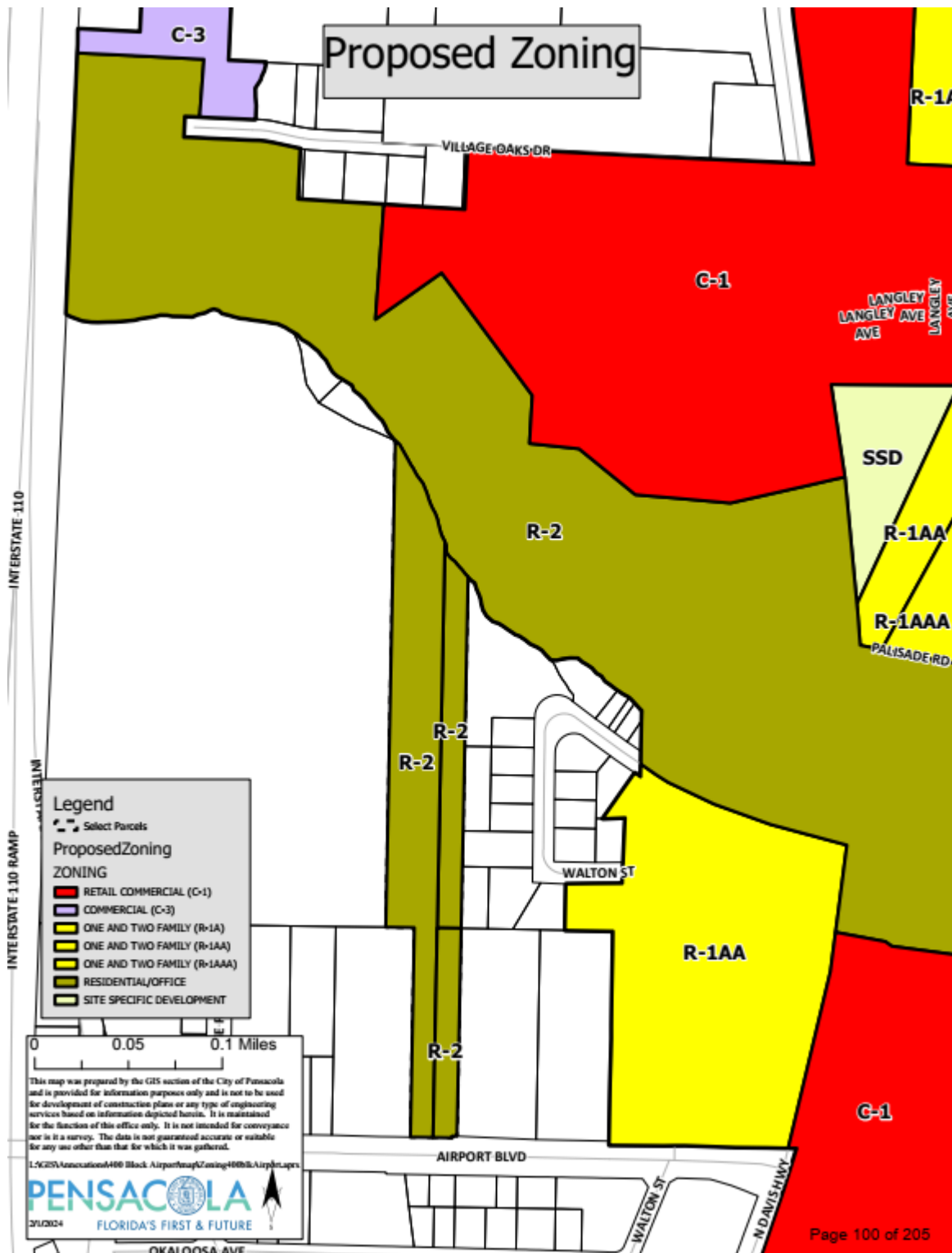
Adopted: _____

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.):



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.

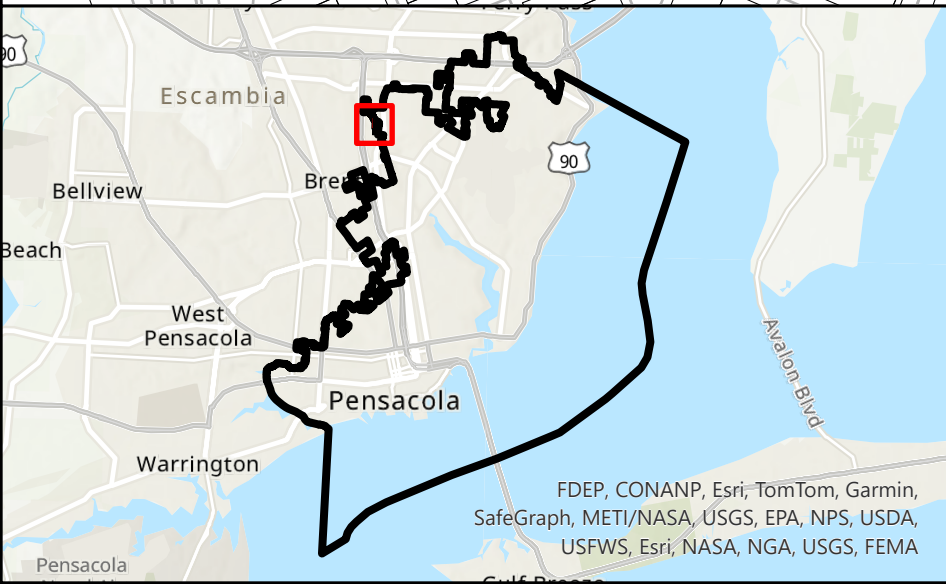
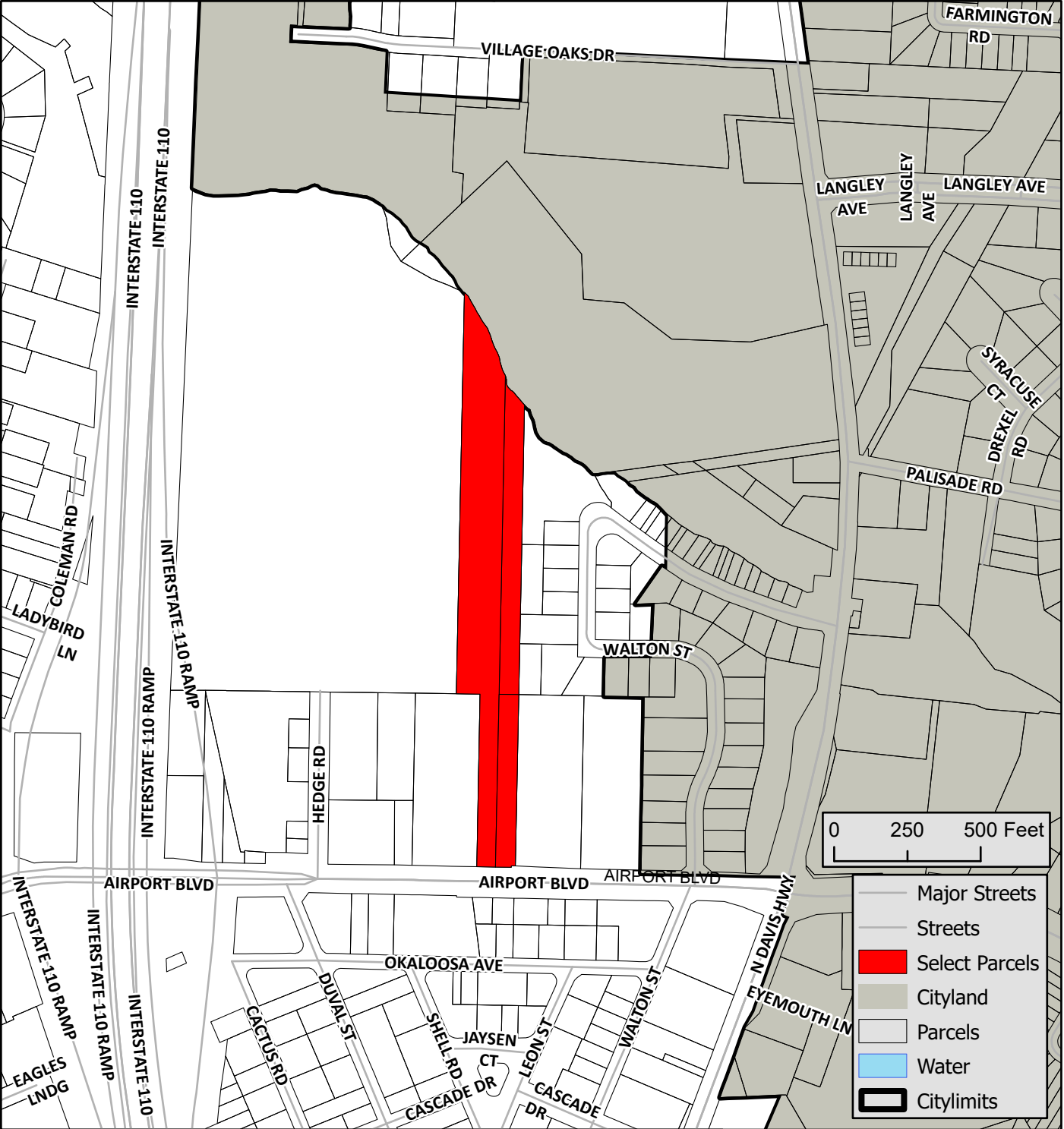
The ownership group intends to build a 200-unit apartment complex on the site. The annexation would be beneficial to the owners as it would grant future residents the benefits of living in the city of Pensacola as opposed to unincorporated Escambia County.

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



0 0.07 0.15 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.

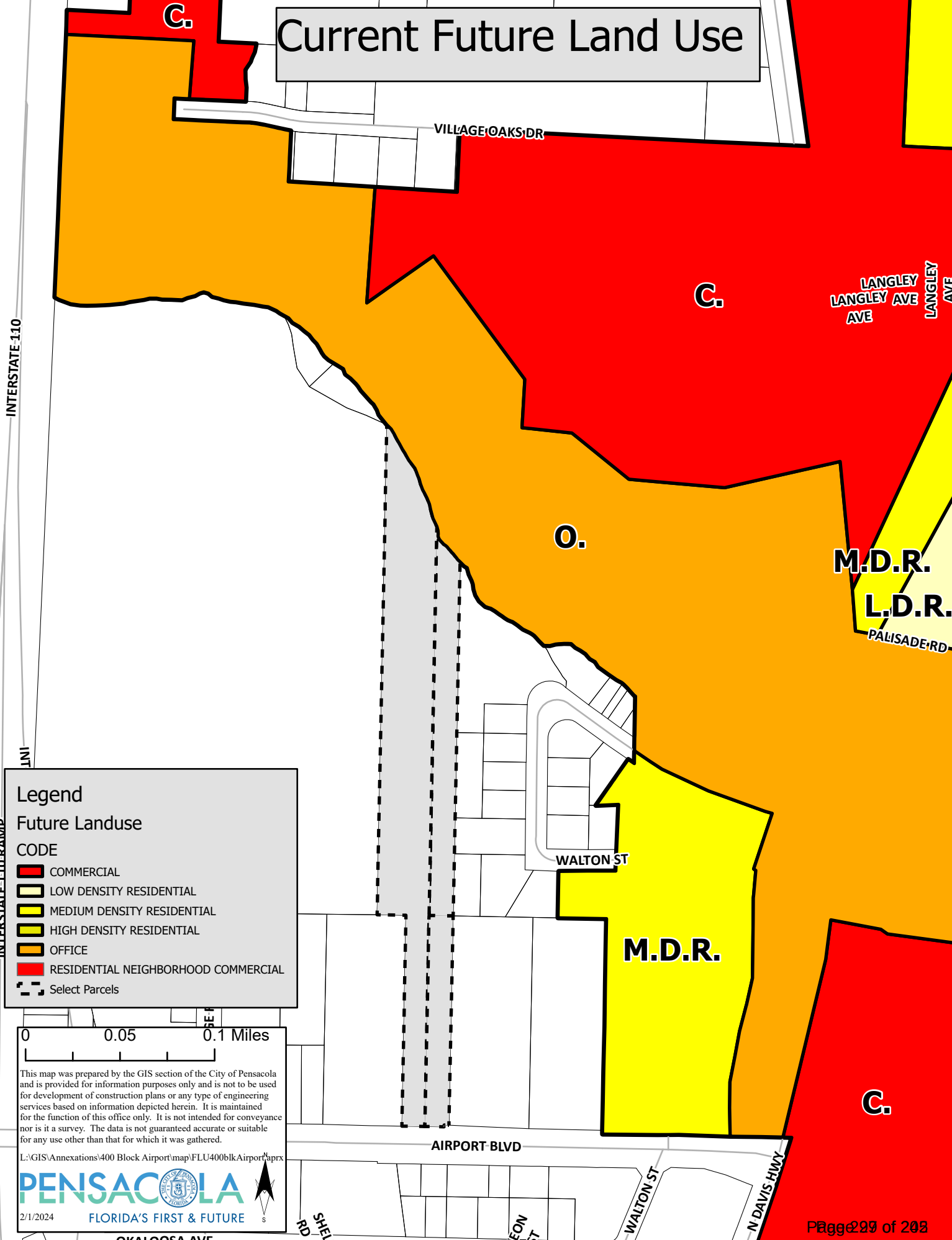
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PENSACOLA
 FLORIDA'S FIRST & FUTURE

1/11/2024

FDEP, CONANP, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA

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

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PENSACOLA

FLORIDA'S FIRST & FUTURE

2/1/2024

OKALOOSA AVE

RD SHELL

LEON ST

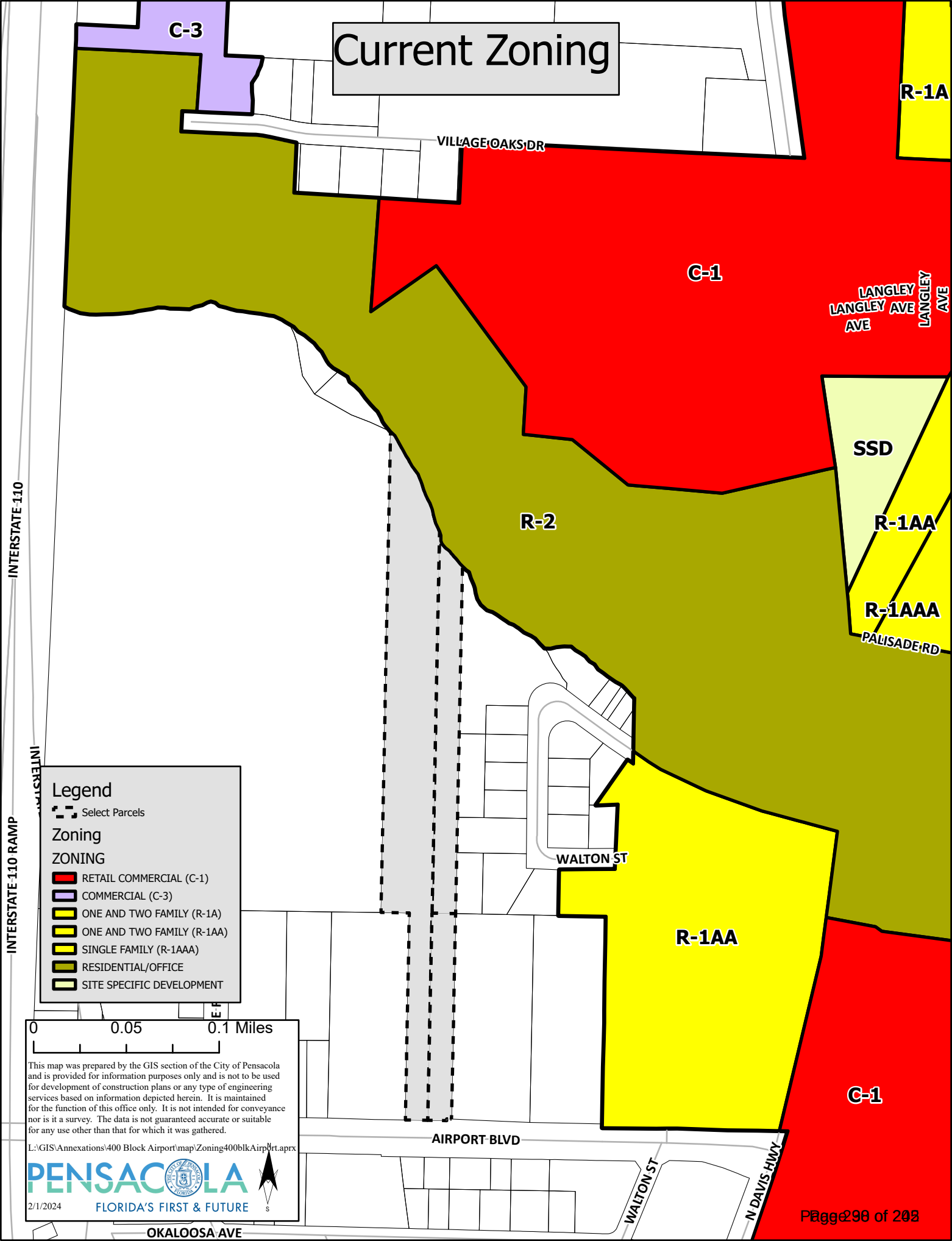
WALTON ST

N DAVIS HWY

AIRPORT BLVD

WALTON ST

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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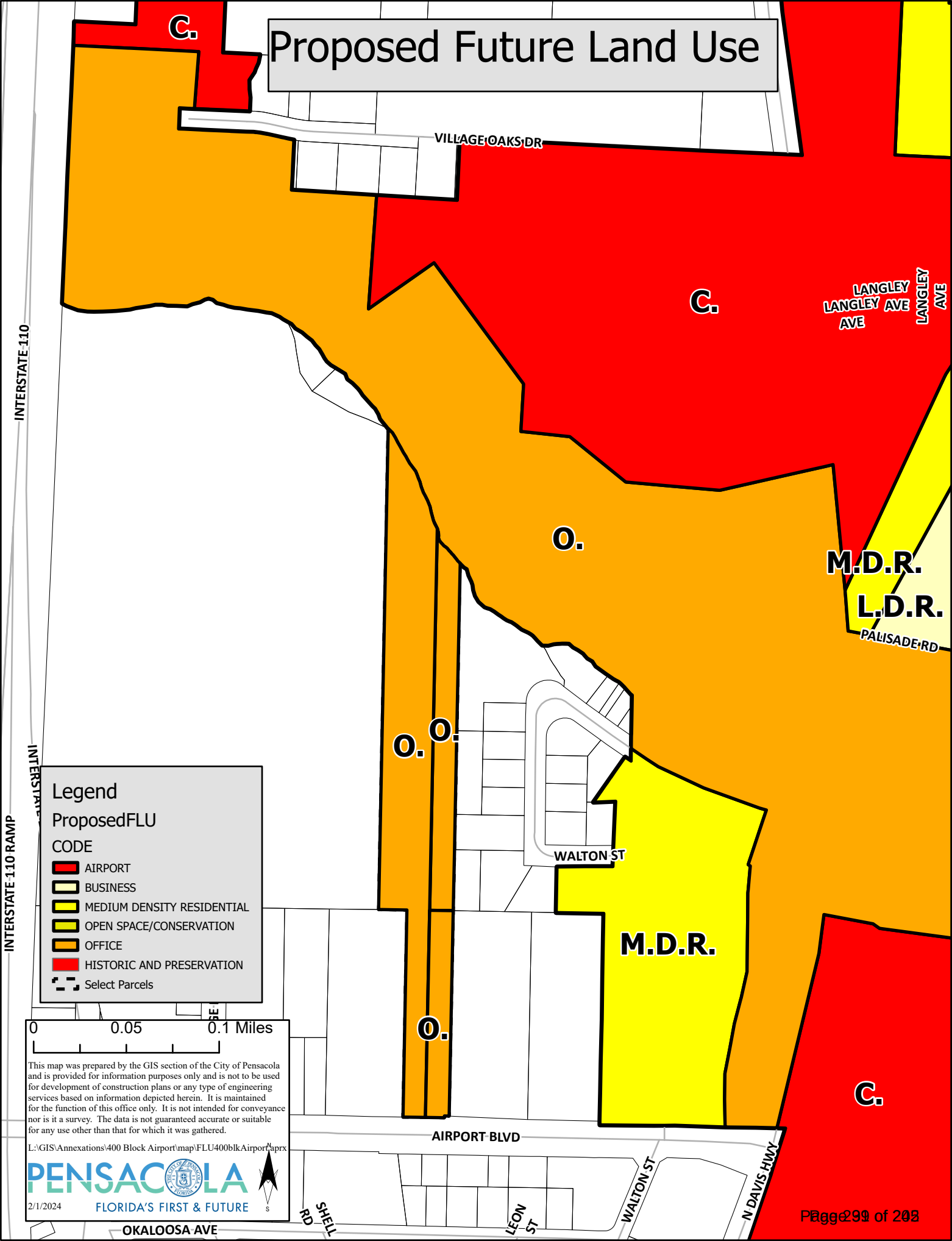
PENSACOLA
FLORIDA'S FIRST & FUTURE

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

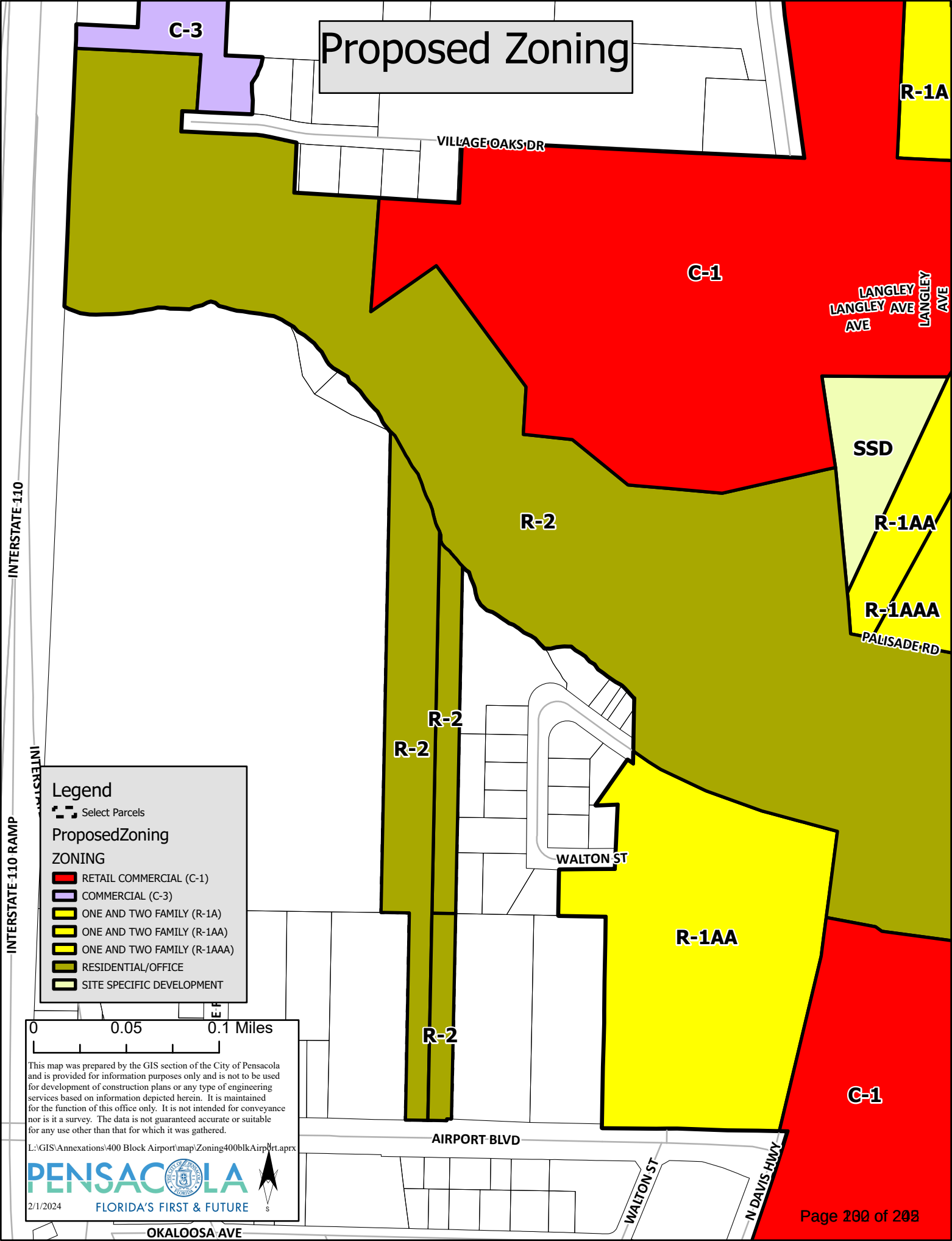
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PENSACOLA
FLORIDA'S FIRST & FUTURE

2/1/2024

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