City of Pensacola

City Council

Agenda

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

November 14, 2024, 5:30 PM **City Council Chambers, 1st Floor**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Charles Bare

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 24-526 APPROVAL OF MINUTES: REGULAR MEETING DATED OCTOBER 24, 2024

Recommendation: That City Council approve regular meeting minutes dated October 24, 2024.

Sponsors: Council President Casey Jones

Attachments: *Draft: Regular Meeting Dated 10/24/2024*

APPROVAL OF AGENDA

CONSENT AGENDA

2. 24-1014 AWARD OF BID NO. 24-049 - THREE (3) YEAR CONTRACT FOR UNDERGROUND SEDIMENT TANK CLEANING SERVICES

Recommendation: That City Council award Bid No. 24-049, a Three (3) Year Contract for Underground Sediment Tank Cleaning Services to Ashton Mechanical, Inc. & Ranger Environmental Services, LLC of Creola, AL, the lowest and most responsible bidder with a base bid of $245,920 per fiscal year. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Draft: Bid Tabulations*

3. 24-1029 SEVENTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP (LOT 7 AT THE COMMUNITY MARITIME PARK)

Recommendation: That City Council approve and authorize the Mayor to execute the Seventh Addendum to the Parital Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcel 7 of the Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through March 31, 2025. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Seventh Addendum to the Valencia Option Agreement for Lot 7*

4. 24-1036 SECOND AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT WITH HARBOURMASTER PENSACOLA, LLC (JACO'S BAYFRONT BAR AND GRILLE)

Recommendation: That City Council approve and authorize the Mayor to execute the Second Amendment to Amended and Restated Lease Agreement with Harbourmaster Pensacola, LLC for the kitchen expansion, egress, and amenities at 997 South Palafox Street, contingent upon expiration of the statutorily-required notice period on December 2, 2024. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer the lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *997 S. Palafox Street Sensitive Properties Review Letter*
Second Amendment to Harbourmaster Jaco's Lease

5. 24-966 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY FOR USE OF THE FIRE TRAINING FACILITY

Recommendation: That City Council approve a Memorandum of Understanding between the City of Pensacola and Escambia County for the use of the Fire Training Facility located at Pensacola Fire Sation 4. Further, the City Council authorizes the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Memorandum of Understanding*

6. 24-1024 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of $600 for the 100 Black Men of Pensacola, Inc., $600 for the H.Y.P.E. Annual Turkey Drive, $700 to The Watson Family Foundation Annual Thanksgiving Food Giveaway, $600 to the Rosa Verde Foundation, $500 to Ecomfort, Inc. at the Epps Christian Center, $500 to Ruffin It Up, Inc., $400 to the Westside Garden District Neighborhood Association and $400 to the Tanyard Neighborhood Community Association from the City Council Discretionary Funds for District 7.

Sponsors: Council Member Delarian Wiggins

Attachments: *None*

7. 24-1034 REVISED - DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of $500 to Ecomfort, Inc. at the Epps Christian Center, $1,000 to Children's Home Society of Florida's Social Services Navigator Program, $1,000 to Big Brothers/Big Sisters of Northwest Florida, $1,000 to the YMCA Reads Program, $1,000 to Gulf Coast Kids House, $500 to Bluffline and $500 to Valerie's House Food for the Soul Program from the City Council Discretionary Funds for District 4.

Sponsors: Council Vice President Jared Moore

Attachments: *None*

8. 24-1035 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approve funding of $300 to The Parker Circle Neighborhood Association from the City Council Discretionary Funds for District 2.

Sponsors: Council Member Charles Bare

Attachments: *None*

9. 24-1037 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of $500 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 6.

Sponsors: Council Member Allison Patton

Attachments: *None*

REGULAR AGENDA

10. 24-1033 APPOINTMENTS - PARKS AND RECREATION BOARD

Recommendation: That City Council appoint two individuals to the Parks and Recreation Board to fill an unexpired term ending March 31, 2025 and an unexpired term ending March 31, 2026.

Sponsors: Council President Casey Jones

Attachments:
Member List
Nomination Form - Bradley Boes
Application of Interest - Bradley Boes
Nomination Form - Justine Williams Roper
Application of Interest - Justine Williams Roper
Resume - Justine Williams Roper
Nomination Form - Sam Young
Application of Interest - Sam Young
Resume - Sam Young
Ballots

11. 24-905 EQUITABLE DEVELOPMENT FRAMEWORK PLAN FINAL PRINCIPLES - HOLLICE T. WILLIAMS STORMWATER PARK PROJECT

Recommendation: That City Council approve the Equitable Development Framework Plan which includes community-driven principles and example applications for the Hollice T. Williams Stormwater Park Project and development with public funding within the 1/2 mile radius around the park area.

Sponsors: Council Member Jennifer Brahier

Attachments: *Plan Slides*

12. 24-859 AWARD OF BID NO. 24-040 - ROGER SCOTT POOL FACILITIES

Recommendation: That City Council award Bid No. 24-040, Roger Scott Pool Facilities to Biggs Construction Co. Inc, of Pensacola, Florida, the lowest and the best responsible bidder, for a base price of $845,742.00 plus 8%

contingency in the amount of $67,659.36 for a total price of $913,401.36. Further, the 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:
Notice of Intent and Bid Tabulation
MAP
Email Confirmation from Design Consultant

13. 24-962 ENERGY AND EFFICIENCY BLOCK GRANT PROGRAM DEPARTMENT OF ENERGY - GRANT NO. IA-0000001061 - BAYVIEW COMMUNITY CENTER SOLAR PROJECT

Recommendation: That City Council approve the acceptance of grant funds, in the amount of $122,770.00, from the Department of Energy's Energy and Efficiency Conservation Block Grant Program, Grant No. IA-0000001061 for the Bayview Community Resource Center Solar Project. 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:
Equipment Rebate Terms and Conditions
EECS-City of Pensacola-7-26-2024
Individual Application_ IA-0000001061
Supplemental Budget Resolution No. 2024-82
Supplemental Budget Explanation No. 2024-82

14. 24-963 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-82 - ENERGY AND EFFICIENCY BLOCK GRANT PROGRAM DEPARTMENT OF ENERGY - GRANT NO. IA-0000001061 - BAYVIEW COMMUNITY CENTER SOLAR PROJECT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-82.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments:
Supplemental Budget Resolution No. 2024-82
Supplemental Budget Explanation No. 2024-82

EECS-City of Pensacola-7-26-2024
Equipment Rebate Terms and Conditions
Individual Application_ IA-0000001061

15. 24-1015 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-87 - ADVANCEMENT AND RE-ALLOCATION OF FUNDS FOR MAIN STREET FLOODING AND ADAPTATION AND BARRANCAS AVENUE DRAINAGE IMPROVEMENTS PROJECT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-87:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-87*
Supplemental Budget Explanation No. 2024-87
Bid Tabulation
Interlocal Cost-Sharing Agreement

16. 24-995 AWARD OF BID NO. 24-052 - MAIN STREET FLOODING AND ADAPTATION AND BARRANCAS AVENUE DRAINAGE IMPROVEMENTS PROJECT

Recommendation: That City Council award Bid No. 24-052, Main Street Flooding and Adaptation and Barrancas Avenue Drainage Improvements Project to Site & Utility, LLC of Pensacola, Florida, the lowest and most responsible bidder, with a base bid of $5,826,427.15, plus Bid Alternates of $540,194.50, plus a 10% contingency of $636,662.17, for a project total of $7,003,283.82. 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. Finally, that City Council adopt a supplemental budget resolution advancing the FY 2026 Pine Street Outfall Project and shifting the balance of the "L" Street to Kiwanis Park project to this project.

Sponsors: Mayor D.C. Reeves

Attachments: *Bid Tabulation*
Interlocal Cost-Sharing Agreement

17. 24-1016 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-88 - FY 2024 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-88.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-88*
Supplemental Budget Explanation No. 2024-88

18. 24-958 PROPOSED ORDINANCE NO. 12-24 - AMENDING SECTION 10-4-17 - SCHEDULE OF RATES AND CHARGES FOR THE SALE OF NATURAL GAS

Recommendation: That City Council adopt Proposed Ordinance No. 12-24 on second reading:

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance No. 12-24*
Business Impact Estimate

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 #: 24-526	City Council	11/14/2024

MINUTES

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED OCTOBER 24, 2024

ATTACHMENTS:

1. Draft: Regular Meeting Dated 10/24/2024

City of Pensacola

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

CITY COUNCIL

MINUTES

October 24, 2024	5:30 PM	City Council Chambers, 1st Floor

ROLL CALL

Council President Jones called the meeting to order at 5:31 P.M.

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

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Delarian Wiggins

AWARDS

None

FIRST LEROY BOYD FORUM

Donna Woodard: Addressed Council on behalf of her mother, Dorothy Woodard, regarding her mother's residence at 621 West Wright Street indicating that it's been on the Housing Department's waiting list as eligible for rebuilding of her home and finally, after ten (10) years, the agreement was executed in December 2023 with plans to move forward with demolition and rebuilding beginning in January 2024. She expressed frustration that final paperwork and demolition had yet to occur, and indicated that Housing Administrator Reeves had not returned her messages.

Council Member Wiggins made follow-up remarks indicating that City Administration would follow-up with her.

Ken Pyle: Addressed Council regarding issues of homelessness and suggested it is time for the City to build a low-barrier shelter. He referenced a model from another city in Arkansas.

APPROVAL OF MINUTES

1. 24-525 APPROVAL OF MINUTES: REGULAR MEETING DATED OCTOBER 10, 2024

   Recommendation: That City Counci approve regular meeting minutes dated October 10, 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, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

   No: 0 None

APPROVAL OF AGENDA

Council Member Moore requested Item 7, 24-968 be moved from the consent agenda and placed on the regular agenda.

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

The motion passed by the following vote:

Yes: 6 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

CONSENT AGENDA

2. 24-825 APPROVAL OF ADDING MONUMENT/MEMORIAL WALL AT THE GARDEN OF PEACE AND HOPE LOCATED AT CORINNE JONES PARK

   Recommendation: That City Council approve the addition of a monument/memorial wall at the Garden of Peace and Hope located at Corinne Jones Park. Further, the City Council authorize the Mayor to take all actions necessary to facilitate and manage the installation of the wall in accordance with this Council action and the

Mayor's executive powers as granted in the City Charter.

3. 24-913 AWARD OF CONTRACT - RFQ NO. 24-030 PORT OF PENSACOLA - PROFESSIONAL ENGINEERING DESIGN SERVICES AND ENVIRONMENTAL ASSESSMENT FOR PORT OF PENSACOLA ROAD, RAIL, AND STORMWATER INFRASTRUCTURE REPAIR PROJECT

   Recommendation: That City Council award a contract to HDR, Inc. for professional engineering design services and environmental assessment for road, rail, and stormwater infrastructure repair project as published in RFQ No. 24-030. Further, that City Council authorize the Mayor to take the actions necessary to negotiate, execute, and administer the contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

4. 24-849 APPROVAL OF AMENDMENT NO. 2 - CONTRACT RELATED TO BID NO. 16-042 MAINTENANCE AND OPERATION OF THE BAGGAGE HANDLING SYSTEM AND PASSENGER LOADING BRIDGES - DAIFUKU SERVICES AMERICA CORPORATION F/K/A ELITE LINE SERVICES, INC.

   Recommendation: That City Council approve Amendment No. 2 for a term extension to the contract under RPF No. 16-042 with Daifuku Services America Corporation f/k/a Elite Line Services, Inc. for maintenance and operation of the baggage handling system and passenger loading bridges. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer Amendment No.2, consistent with the Mayor's Executive Powers as granted in the City Charter.

5. 24-941 AWARD OF BID NO. 24-043 - 9TH AVENUE OUTFALL TO PENSACOLA BAY

   Recommendation: That City Council award Bid No. 24-043 for 9th Avenue Outfall to Pensacola Bay to Site and Utility, Inc., of Pensacola, Florida, the lowest and most responsible bidder with a base bid of $1,874,282.00, plus a bid alternate amount of $17,500.00, with a 10% contingency of $189,178.20 for a total of $2,080,960.20. 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. Finally, that City Council approve the reallocation of $914,719.00 within the Stormwater Capital Projects Fund from the Cordova Square Pond Rehab project balance, the Bayou Texar Dredging project balance, the Summit Boulevard Drainage project balance, and Stormwater Vault City-Wide.

6. 24-954 TITLE CLEARANCE PROGRAM AGREEMENT WITH LEGAL SERVICES OF NORTH FLORIDA, INC.

Recommendation: That City Council approve a Title Clearance Program Agreement with Legal Services of North Florida, Inc. in the amount of $50,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Program Agreement consistent with the terms of the Agreement and the Mayor's Executive Powers as granted in the City Charter.

8. 24-961 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of $500 to The University of West Florida Historic Trust from the City Council Discretionary Funds for District 5.

9. 24-997 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of $500 to SAFER Santa Rosa Inc. from the City Council Discretionary Funds for District 4.

10. 24-1006 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

Recommendation: That City Council approve funding of $1,000 to Family Promise and $500 to Be Ready Alliance Coordinating for Emergencies from the City Council Discretionary Funds for District 1.

A motion to approve consent agenda items 2, 3, 4, 5, 6, 8, 9, and 10 was made by Council Member Brahier and seconded by Council Member Wiggins.

The motion passed by the following vote:

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

REGULAR AGENDA

7. 24-968 HANDBOOK FOR APPOINTED BOARDS, COMMISSIONS AND AUTHORITIES

Recommendation: That City Council approve the Handbook for Appointed Boards, Commissions and Authorities

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

Council Vice President Moore made a motion to amend and Council President Jones seconded that language be stricken in the section entitled Board, Commission and Authority Appointment Information subsection (b) removing the stipulation of board member term limits.

Brief discussion took place regarding the amendment with Council Vice President Moore, City Clerk Burnett, and Council Executive Kraher responding to questions.

Upon conclusion of discussion, **the vote was called on the amendment.**

The motion to amend passed by the following vote:

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

There being no further discussion, **the vote on the main motion as amended was called.**

The motion to approve, as amended, passed by the following vote:

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

11. 24-895 PUBLIC HEARING - DISPOSITION OF REAL PROPERTY - 2301 WEST CERVANTES STREET

Recommendation: That City Council conduct a public hearing on October 10, 2024, regarding the disposition of real property located at 2301 West Cervantes Street to provide for the overarching goal of complementing and furthering the redevelopment objectives of the adjacent site at 2305 W Cervantes Street (the former Pensacola Motor Lodge), which includes, among other objectives, providing for affordable multifamily rental housing in accordance with the adopted Westside Redevelopment Plan and Chapter 163, Part III, Florida Statutes.

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

Property Lease Manager Stallworth explained the intent of the disposal of this property as it relates to the furtherance of current redevelopment of the adjacent property at 2305 West Cervantes Street.

There being no discussion or public input, the vote was called.

The motion passed by the following vote:

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

12. 24-975 DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 2301 WEST CERVANTES STREET

Recommendation: That City Council declare as surplus the real property at 2301 West Cervantes Street (Parcel ID No. 000S009060030173) in furtherance of current redevelopment at the adjacent 2305 West Cervantes Street, and authorize the Mayor to dispose of the parcel via direct negotiation. Also, that City Council authorize the Mayor to take all action necessary to execute and administer the disposition consistent with the Mayor's Executive Powers as granted by the City Charter.

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

The motion passed by the following vote:

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

13. 24-964 APPROVAL TO REALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO FUND THE FACILITY REORGANIZATION AND SECURITY UPGRADES AT CITY HALL AND TO FUND A PORTION OF A ~~CONTRIBUTION TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE~~ REDESIGN OF DAVIS HIGHWAY AND DR. MARTIN LUTHER KING, JR. DRIVE

Recommendation: That City Council approve the reallocation of American Rescue Plan Act (ARPA) funding from the Gibson School project ($490,000) and Housing Assistance project ($310,000) to new projects, the Facility Reorganization and Security Project and the Redesign of Dr. Martin Luther King, Jr. Drive and Davis Highway.

Council President Jones referenced hard copies at Council's place of a revised memorandum (on file with the agenda package).

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

Discussion took place among Council with Public Works & Engineering Director Tootle and City Administrator Kinsella responding accordingly to questions.

Upon conclusion of discussion the vote was called.

The motion passed by the following vote:

Yes: 5	Casey Jones, Jared Moore, Jennifer Brahier, Teniade Broughton, Delarian Wiggins
No: 1	Charles Bare

14. 24-957 RESOLUTION NO. 2024-81 – APPROVAL OF TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Recommendation: That City Council adopts Resolution No. 2024-81.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE DATE.

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

The motion passed by the following vote:

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

15. 24-965 APPROVAL OF TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION

Recommendation: That City Council accept and approve the Traffic Signal Maintenance and Compensation Agreement with Florida Department of Transportation Contract No. ASZ48 in an amount to be determined each fiscal year and to be effective July 1, 2024 through June 30, 2025 and allow annual renewals of the agreement. Further, that City Council authorize the Mayor to take actions necessary to execute, administer, and renew this agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

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

The motion passed by the following vote:

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

16. 24-947 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-80 - FEDERAL LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT - PPD MOBILE COMMAND CENTER

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-80.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Vice President Moore and seconded by Council Member Brahier.

Chief Randall provided details of the Mobile Command Center.

There being no discussion, the vote was called.

The motion passed by the following vote:

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

17. 24-976 ACCEPTANCE OF GRANT AGREEMENT NO. WL095 WITH FLORIDA DEPARTMENT OF COMMERCE - DEMOLITION OF "THE OLD BAPTIST HOSPITAL" CAMPUS

Recommendation: That City Council approve the acceptance of Grant Agreement No. WL095 from Florida Department of Commerce in the amount of $7,000,000 with a $9,000,000 match requirement, for a total grant value of $16,000,000. 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.

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

The motion passed by the following vote:

Yes: 6 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

18. 24-998 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-84 - GRANT AGREEMENT NO. WL095 WITH FLORIDA DEPARTMENT OF COMMERCE - DEMOLITION OF "THE OLD BAPTIST HOSPITAL" CAMPUS

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-84.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

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

Council Member Bare made comments referencing language in the grant agreement relating to the funding award.

There being no further discussion, the vote was called.

The motion passed by the following vote:

Yes: 6 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

19. 24-958 PROPOSED ORDINANCE NO. 12-24 - AMENDING SECTION 10-4-17 - SCHEDULE OF RATES AND CHARGES FOR THE SALE OF NATURAL GAS

Recommendation: That City Council approve Proposed Ordinance No. 12-24 on first reading:

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

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

The motion passed by the following vote:

Yes: 6 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

20. 24-1011 PROPOSED ORDINANCE NO. 10-24 - CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA - CAMPING ON PRIVATE PROPERTY PROHIBITED

Recommendation: That City Council adopt Proposed Ordinance No. 10-24 as revised on second reading.

AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

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

Public input was heard from the following individuals:

Leigh Oliver
Walter Arrington
Scott Satterwhite
Michael Kimberl
Aurora
Ryan Bissonnette
Sheila Conway
Chiara Chappotin
Melissa Johnson
Serene Keiek
Vince Whibbs
Joshua Grenier

Discussion ensued among Council with City Attorney Cobb and Council Executive responding accordingly to questions.

Council Member Bare called the question.

There being no further speakers, the vote was called.

The motion failed by the following vote:

Yes: 1 Jared Moore
No: 5 Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

21. 24-1012 PROPOSED ORDINANCE NO. 11-24 - AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA - CAMPING ON PUBLIC PROPERTY PROHIBITED

Recommendation: That City Council adopt Proposed Ordinance No. 11-24 as revised on second reading.

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

A motion to Adopt was made by Council Member Brahier and seconded by Council Vice President Moore.

Public input was heard from the following individuals:

Kyle Rose
Aurora
Michael Kimbrel
Ryan Bissonnette
Chiara Chappotin
Deon Bradshaw
Walter Arrington
Melissa Johnson

Council Member Bare referenced hard copies he provided at Council's places of Section 125.0231, Florida Statutes, specifically subsection (4)(a)(b)1.2.3 (on file with agenda package materials). Council Members Brahier and Moore made follow-up remarks.

Council Member Brahier made a motion and Council Member Bare seconded that P.O. 11-24, Section 8-1-19 be amended replacing (proposed) language in (d)(1)(2) as follows: ~~(1) Pursuant to an approved and authorized City event or activity occurring on public property or~~

~~(2) By any member of a federal, state or local agency or other organization, including but not limited to a non-profit agency that has been invited by the Mayor or his/ her designee and is part of an organized rescue or emergency~~

~~response and occurs in the performance of an official duty.~~

<u>(1) During any time period that the Governor of the State of Florida has declared a state of emergency in Escambia County, Florida and has suspended the provisions of Section 125.0231 Florida Statutes pursuant to Section 252.36 Florida Statutes; or</u>

<u>(2) On a property during any time when such property is effectively designated and operated for the purpose of public camping or sleeping pursuant to Section 125.0231(3) Florida Statutes.</u>

Council Members Moore and Bare made comments regarding the amendment.

There being no further discussion, **the vote was called on <u>the amendment.</u>**

The motion <u>to amend</u> passed by the following vote:

Yes: 6 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0

Public input on the **main motion as amended** was heard from the following individuals:

Chiara Chappotin
Michael Kimbrel

Council Member Brahier made comments clarifying that any amendments considered would be a lessening the restrictions and not adding or intensifying, which is appropriate to do so on second reading. City Attorney Cobb concurred, indicating that as long as the substance of the language is not being changed. He further answered questions from Council Member Brahier related to language for the citations and fines.

Public input continued on the **main motion as amended**:

Deon Bradshaw (Council Vice President Moore made follow-up remarks regarding comments)
Ryan Bissonnette

Police Chief Randall and City Attorney Cobb responded accordingly to questions from Council Members.

Additional public input on the main motion was heard from Kyle Rose.

Council President Jones made a motion and Council Member Bare seconded that P.O. 11-24, Section 8-1-19 (e) proposed language be amended (with Council President Jones clarifying the language of the proposed amendment during discussion - - see below).

Council President Jones responded accordingly to comments and questions from Council Member Wiggins.

Council Member Bare withdrew his second to the amendment.

Council Member Wiggins seconded the amendment.

Council President Jones **again clarified the amendment**.

Public input was heard from the following individuals regarding the amendment:

Chiara Chappotin
Deon Bradshaw
Michael Kimbrel
Aurora
Ryan Bissonnette

Council Member Wiggins called the question.

There being no further speakers, **Council President Jones clarified that the amendment read as follows: Section 8-1-19 (e) Enforcement and penalties: Any person violating the provisions of this section shall be subject to the following penalties: a first violation ~~may~~ shall be ~~issued~~ punished by issuance of a warning; ~~or civil citation with a fine not to exceed of fifty ($50) dollars. Second~~ second and subsequent violations ~~of this section~~ shall be punished by a civil citation with a fine not ~~exceeding $500.00~~ to exceed $50 or imprisonment for a term not ~~exceeding 60~~ to exceed 20 days, or by both the fine and imprisonment. An arrest under this section must have been preceded by issuance of a civil citation for a prior violation of this section. Each day a violation of any provision of this Code section shall continue shall constitute a separate offense.**

The vote on the (second) amendment was called.

The motion to amend passed by the following vote:

Yes: 6 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0

Council Members Brahier, Bare, and Jones made follow-up remarks on the main motion as (twice) amended.

There being no further discussion, **the vote was called on the <u>main motion as amended</u>**.

The main motion <u>as amended</u> passed by the following vote:

Yes: 5 Casey Jones, Jared Moore, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 1 Charles Bare

COUNCIL EXECUTIVE'S REPORT

None

MAYOR'S COMMUNICATION

City Administrator Kinsella made follow-up remarks regarding Council's work this evening.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Broughton reminded Council of this weekend's event in which she is participating, *Celebrating Our Ancestors,* designed to share the history of enslaved people.

Council Member Brahier advised Council of this Saturday's HCA Healthcare *Crush the Crisis* take back prescription drug event.

Council President Jones thanked tonight's speakers which affected the votes on the ordinances this evening and is an important part of government.

Council Member Bare made follow-up remarks (made earlier) regarding complaints about camping in Scenic Bluffs and East Hill. He also advised Council of an upcoming event at First City Arts Center in conjunction with Keep Pensacola Beautiful.

SECOND LEROY BOYD FORUM

Michael Kimbrel: Addressed Council describing personal and professional experiences with Pensacola Police Department related to issues of homelessness.

Kyle Rose: Made follow-up remarks on Mr. Kimbrel's comments and the passage of Proposed Ordinance Nos. 10-24 and 11-24.

Chiara Chappotin: Addressed Council regarding lack of leadership related to various issues within the community.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 9:13 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 #: 24-1014 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF BID NO. 24-049 - THREE (3) YEAR CONTRACT FOR UNDERGROUND SEDIMENT TANK CLEANING SERVICES

RECOMMENDATION:

That City Council award Bid No. 24-049, a Three (3) Year Contract for Underground Sediment Tank Cleaning Services to Ashton Mechanical, Inc. & Ranger Environmental Services, LLC of Creola, AL, the lowest and most responsible bidder with a base bid of $245,920 per fiscal year. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The city has 116 underground sediment tanks throughout the city. These sediment tanks filter out sediment and debris from our stormsewer systems, before the sediment and debris outfall into our waterways. The purpose of this service is so that each of the 116 underground sediment tanks can be cleaned out twice per year (approximately every 6 months) so that the systems do not get clogged and remain operational. Performing this function is vital to maintaining our Florida Department of Environmental Protection (FDEP) permit. Due to the depth, size and quantity of these underground sediment structures, the city does not have the resources to be able to perform this function in house and thus, the need to contract out these services.

PRIOR ACTION:

FUNDING:

Budget: $245,920 FY 25 (Fund 109) Stormwater Operating

Actual: $245,920 FY 25 (Fund 109) Stormwater Operating

FINANCIAL IMPACT:

Funds are currently appropriated in the Public Works & Engineering Department within Fund 109 (Stormwater Operating). This is a (3) three-year contract and the total cost of the award over the (3) three years is $737,760.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director of Public Works & Engineering

ATTACHMENTS:

1. Draft: Bid Tabulations

PRESENTATION: No

TABULATION OF BIDS

BID NO: 24-049

TITLE: THREE (3) YEAR CONTRACT FOR UNDERGROUND SEDIMENT TANK CLEANING SERVICES

SUBMITTAL DUE DATE /TIME: 10/02/2024, 2:30 P.M. DEPARTMENT: Public Works	ASHTON MECHANICAL, INC. & RANGER ENVIRONMENTAL SERVICES, LLC Creola, AL	TALCON GROUP, LLC Havana, FL	PENSACOLA CONCRETE CONSTRUCTION COMPANY, INC. Pensacola, FL	SMITH INDUSTRIAL SERVICE, INC. Mobile, AL	ATLANTIC PIPE SERVICES, LLC Sanford, FL	REPUBLIC SERVICES Pensacola, FL
Base Bid (one cleaning of 116 units)	$122,960.00	$135,650.00	$195,000.00	$197,200.00	$274,050.00	$472,430.88

****

DRAFT

****

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1029 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Seventh Addendum to the Parital Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcel 7 of the Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through March 31, 2025. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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

Since March 2021, the City has approved addendums to Valencia's partial assignment, last extending the agreement in July of this year through September 30, 2024. The City and Valencia remain engaged and now seek to extend the term of their partial assignment for another six months through March 31, 2025 via this seventh addendum.

PRIOR ACTION:

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

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

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

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

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

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

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

February 22, 2024 - City approved the Fifth Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through June 30, 2024

July 18, 2024 - City approved the Sixth Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through September 30, 2024

FUNDING:

N/A

FINANCIAL IMPACT:

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

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/28/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Seventh Addendum to the Valencia Option Agreement for Lot 7

PRESENTATION: No

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

This **SEVENTH ADDENDUM TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF THE OPTION AGREEMENT** (this "**Seventh Addendum**"), dated effective as of September 30, 2024 (the "**Effective Date**"), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation,** 222 West Main Street, Pensacola, Florida 32502 ("**City**"), and **VALENCIA DEVELOPMENT CORPORATION, a Texas corporation**, 4400 Post Oak Parkway, Suite 2800, Houston, Texas 77027 ("**Valencia**"). City, Valencia, and their successors are each a "**Party**," and collectively referred to herein as the "**Parties**".

RECITALS

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

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

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

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

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

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

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

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Fifth Addendum to the Valencia Option Agreement, with an effective date of April 1, 2024, and expiring on June 30, 2024; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Sixth Addendum to the Valencia Option Agreement, with an effective date of June 30, 2024; and

WHEREAS, the Parties desire to extend the term of the Option Agreement another six months; and

WHEREAS, the Parties understand and agree that the City and Valencia will negotiate in good faith to reach the outcome of an executable ground lease agreement at the conclusion of a new option term, if approved; and

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

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

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

2. <u>Term.</u> The Option Term is extended and will automatically expire at midnight on March 31, 2025, unless duly extended, exercised, or sooner terminated as provided in the Valencia Option Agreement.

3. <u>No Other Revisions to the Valencia Option Agreement.</u> Except as expressly set forth above, none of the terms and conditions of this Seventh Addendum shall be deemed to modify or amend any of the terms and conditions of the Valencia Option Agreement and its addendum(s), and the Valencia Option Agreement, as amended, shall remain in full force and effect during the term of this Seventh Addendum.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Seventh Addendum effective as of the Effective Date.

CITY OF PENSACOLA
a Florida municipal corporation

By: __________________________________
Mayor D.C. Reeves

(AFFIX CITY SEAL)

Date signed:_____________________, 2024

Attest:

____
Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

____
Print Name: ________________________

____
Print Name: ________________________

Legal in form and valid as drawn:

____
Adam Cobb, City Attorney

STATE OF FLORIDA

COUNTY OF ESCAMBIA

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

____
NOTARY PUBLIC

[SEAL]

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

VALENCIA DEVELOPMENT CORPORATION

WITNESSES:

By: ______________________________

____
Print: ______________________

Print name:_______________________

Its: _____________________________

____
Print: ______________________

Date signed:____________________, 2024

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this _____day of ____________, 2024, by means of ( ) physical presence or ( ) online notarization, by____________________, the ____________________ of VALENCIA DEVELOPMENT CORPORATION, a Texas corporation, who ( ) is personally known to me or ( ) has produced a driver's license as identification.

____
NOTARY PUBLIC

[SEAL]

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

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1036 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SECOND AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT WITH HARBOURMASTER PENSACOLA, LLC (JACO'S BAYFRONT BAR AND GRILLE)

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Second Amendment to Amended and Restated Lease Agreement with Harbourmaster Pensacola, LLC for the kitchen expansion, egress, and amenities at 997 South Palafox Street, contingent upon expiration of the statutorily-required notice period on December 2, 2024. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer the lease agreement, consistent with the terms of the agreement and the Mayor’s Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In October, the City Council declared as surplus a small vacant portion of unaddressed real property located adjacent to City-owned leased property at 997 South Palafox Street and authorized the Mayor to dispose of the portion of the parcel via direct negotiation with lessee of 997 South Palafox Street, location of Jaco's Bayfront Bar and Grille. The small vacant portion of the irregularly-shaped, meandering parcel near Plaza de Luna measures approximately 2,670 sf, or 0.06 acres, and is zoned WRD (Waterfront Redevelopment District).

The lessee Harbourmaster Pensacola LLC approached staff several months ago regarding the property, expressing the need for expansion of their kitchen area, egress from the back of the building, and amenities. In September, the lessee obtained a survey and an appraisal on the lease expansion area in order to determine lease payment amounts. After discussion, it was determined that Harbourmaster Pensacola would pay lease payments for the next 20 years, instead of the longer remaining lease term, in the amount of $15,123, which represents an aggregate amount of the appraised value plus interest over the subject term.

Pursuant to Section 163.380 Florida Statutes which governs the disposal of real property by a city or redevelopment agency when the property is located in a community redevelopment area and was acquired for redevelopment purposes; and subsection 163.380(3)(a) which includes a requirement that prior to the sale or lease of such property to a private party, the city or agency must advertise for and invite competing proposals for the property, staff began the required public notice period for the disposition of the property on November 1, 2024. Though unlikely due to adjacent nature and very small size of the proposed additional lease area, any valid proposals received by December 2nd may need to be presented to Council at a later meeting.

Notices were also mailed to property owners within the 300-ft radius of the property, per Council policy regarding disposition of real property. Also in keeping with policy, the parcel was reviewed via Ordinance No. 25-20 (Sensitive Properties Ordinance) and was deemed suitable for leasing.

PRIOR ACTION:

March 13, 2014 - City Council approved the assignment of lease of the Harbormaster Building (now location of Jaco's Bayfront Bar and Grille) to a prior owner and the amendment to the amended and restated lease agreement for the site

October 7, 2024 - City Council approved the surplus and disposition of the small vacant portion of unaddressed real property adjacent to 997 South Palafox Street

FUNDING:

N/A

FINANCIAL IMPACT:

Per the terms of the lease, Harbourmaster Pensacola LLC will pay the City annual lease payments of $15,123 for the next 20 years, for a total of $302,460.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/28/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. 997 S. Palafox Street Sensitive Properties Review Letter
2. Second Amendment to Harbourmaster Jaco's Lease

PRESENTATION: No

PENSACOLA
FLORIDA'S FIRST & FUTURE

October 25, 2024

RE: Sensitive Properties Review for 997 S. Palafox Street Lease Expansion

The City of Pensacola's Planning Services has reviewed the parcel located at 997 S. Palafox Street and the area proposed for lease expansion as it relates to City code Sec. 2-3-4(a)(2) *Disposition of sensitive properties* (review for historical, archaeological, or architectural significance). Per Sec. 2-3-4(a)(2), properties designated by City Council as having historical, archaeological, or architectural significance may not be disposed. Per Sec. 2-3-4(c), the following criteria were considered:

> (1) Whether the property includes historic structures or buildings eligible or potentially eligible for listing in the National Register of Historic Places;
> (2) Whether the property contains material remains of Native American archaeological sites that are eligible or potentially eligible for listing in the National Register of Historic Places;
> (3) Whether the property contains material remains of or contemporaneous to the 1559 Spanish landing and settlement site of Tristán de Luna;
> (4) Whether the property contains material remains of past settlements, fortifications, or occupations eligible or potentially eligible for listing in the National Register of Historic Places.

The subject parcel and proposed area for lease expansion do <u>not</u> contain any historical, archaeological, or architectural value. As a result, they do *not* meet criteria for sensitive properties according to Sec. 2-3-4(a)(2).

Sincerely,

Gregg Harding, RPA
Assistant Planning & Zoning Division Manager, City of Pensacola
222 W. Main Street, Fifth Floor
Pensacola, Florida 32502
gharding@cityofpensacola.com

This Document was prepared by:
Matthew C. Hoffman
Carver Darden
151 W. Main Street, Suite 200
Pensacola, FL 32502
File No. 40027.47356

SECOND AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT (this "Second Amendment"), dated effective as of ___________________, 2024 (the "Effective Date")), is made and entered into by and between **City of Pensacola, Florida, a municipal corporation of the State of Florida** ("Lessor"), and **Harbourmaster Pensacola, LLC, a Florida limited liability company** ("Lessee").

Recitals

A. Lessor and Marina Management Corp., Harbourmaster Building, LLC, and Icehouse Property, LLC entered into an Amended and Restated Lease Agreement, dated May 16, 2008, and recorded in **O.R. Book 6330, Page 87** (the "Initial Lease"), which Lease Agreement, as amended by that certain Amendment to Amended and Restated Lease Agreement dated March 14, 2014, and recorded in **O.R. Book 7156, Page 1324** (the "First Amendment"), as assigned pursuant to that certain Assignment of Amended and Restated Lease Agreement dated April 9, 2014, and recorded in **O.R. Book 7156, Page 1450**, and as assigned to Lessse pursuant to that certain Assignment of Amended and Restated Lease Agreement dated June 1, 2021, and recorded in **O.R. Book 8543, Page 466**, all of the public records of Escambia County, Florida (collectively, the "Lease");

B. The Lease currently includes the real property being more fully described as Parcel 1 in Exhibit "A" of the Initial Lease and the Exhibit "1" hereto (hereinafter the "Subject Property"), and said Lease also contemplated the potential future lease of additional land abutting the Subject Property (the "Additional Property"), said Additional Property being more fully described as Parcel 2 in Exhibit "A" of the Initial Lease as subsequently amended in the First Amendment;

C. The tenant of the building located on the Subject Property currently operates Jaco's Bayfront Bar & Grill (the "Restaurant") which is located on the Subject Property;

D. Lessee desires to expand the building on the Subject Property to include a larger prep and kitchen for the operations at the Restaurant, and accordingly, desires to amend the Lease to include a portion of the Additional Property, as contemplated in Article I of the Initial Lease, said portion of the Additional Property (the "Lease Expansion Parcel");

E. A current survey of the Subject Property ("Parcel A" in the survey) and the Lease Expansion Parcel ("Parcel B" in the survey) is attached as Exhibit "3" hereto;

F. Lessor is agreeable to the expansion of the Lease to include the Lease Expansion Parcel, subject to the terms and conditions set forth herein;

G. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to the terms set forth below.

Agreement

1) The Recitals referenced above are hereby acknowledged as being true and accurate and are incorporated herein by reference. The Recitals are a substantive, contractual part of this Second Amendment.

2) The term "Subject Property" as defined in the Lease, is hereby amended to also include the Lease Expansion Parcel. Therefore, "Subject Property" shall collectively mean Parcel 1 in Exhibit "A" of the Initial Lease, plus the Lease Expansion Parcel as set forth on Parcel B on Exhibit "2" hereto. Per Article I of the Initial Lease, the Lease Expansion Parcel shall be used only as a restaurant, nightclub and/or bar, or such other use as may be approved by Lessor in advance and in Lessor's sole discretion.

3) All references to the Lease will mean the Lease as modified by this Second Amendment. The terms of this Second Amendment will control over any conflicting terms of the Lease.

4) Upon execution of this Lease by Lessor and Lessee, and continuing on the same day of each calendar year thereafter for nineteen (19) years, Lessee shall pay Lessor the sum of $15,123.00, as an annual rent payment for the lease of the Lease Expansion Parcel ("Annual Lease Payments"). In other words, Lessee shall pay Lessor a total of twenty (20) annual lease payments in the amount of $15,123.00. Such Annual Lease Payments shall be in addition to any other amounts due and payable under the Lease.

5) Lessee shall pay or reimburse to Lessor all sales and use tax imposed by applicable Florida law in effect from time to time until the Annual Lease Payments have been paid in full, including without limitation, amounts due and owing under Florida Statutes Section 212.031.

6) All parties to this Second Amendment acknowledge that the last "Whereas" recital of the Initial Lease reflects an intent to segregate the Subject Property as a "separate and independent lease agreement…" from the Marina Lease and Commercial Lease (said Marina Lease and Commercial Lease being defined in the Initial Lease). However, Article XXII of the Initial Lease, which addresses amendments to the Initial Lease, contemplates the joinder of all parties thereto: Lessor, Marina Management Corp., Harbourmaster Pensacola, LLC (f/k/a Harbourmaster Building, LLC), and Icehouse Property, LLC. After execution of the Initial Lease, Icehouse Property, LLC assigned its interest under the Lease to Palafox Icehouse Partners, LLC, a Florida limited liability company, pursuant to that certain Special Partial Assignment of Lease dated July 15, 2016 and recorded in Official Records Book 7564, Page 518 of the public records of Escambia County, Florida. Accordingly, Marina Management Corp. and Palafox Icehouse Partners, LLC (as assignee of Icehouse Property, LLC) hereby join in this Second Amendment to satisfy the requirements of Article XXII. Furthermore, Marina Management Corp. and Palafox Icehouse Partners, LLC specifically acknowledge and agree: (a) that the lease of the Subject

Property (pursuant to the Lease) is directly between the City of Pensacola (as Lessor), and Harbourmaster Pensacola, LLC (as Lessee). Accordingly, Article XXII of the Initial Lease is hereby amended in its entirety as follows:

> XXII. AMENDMENT. This Lease Agreement may not be altered, changed or amended, except by an instrument in writing approved by Lessor's City Council, and signed by Lessor and Harbourmaster Pensacola, LLC (as Lessee), or any successor and/or assignee thereof, but such amendment shall not require the joinder of Marina Management Corp. or Icehouse Property, LLC, or Palafox Icehouse Partners, LLC (as assignee of Icehouse Property, LLC).

7) The second sentence of Article II of the Initial Lease is hereby deleted.

8) Article V of the Initial Lease is hereby amended in its entirety as follows:

> V. CONSTRUCTION OF IMPROVEMENTS. All utilities on the Subject Property shall be underground. No alterations or additions to the improvements upon or to be placed upon the Subject Property shall be made at any time without the prior written consent of the Lessor which shall not be unreasonably withheld. In the event the Lessor shall so consent, all work shall be done in a good and workmanlike manner and in compliance with governmental rules and regulations, all at Lessee's sole cost and expense. The subsequent removal of any such fixed additions or structural alterations shall be authorized by both parties and shall be at Lessee's sole cost and expense, and Lessee shall restore the Subject Property to the same condition as it existed prior to the structural alterations and fixed additions so removed.

9) Article VII of the Initial Lease is hereby amended in its entirety as follows:

> VII. MAINTENANCE AND REPAIRS. Lessee shall, during the term of this Lease or any subsequent extension, maintain and repair in good condition all of the Subject Property and all improvements thereon.
>
> It is agreed between the parties that the development of the Subject Property is one of the most visible and important parts of the City of Pensacola and the parties intend that Lessee shall maintain the Subject Property and all improvements thereon in good condition and in new or near-new exterior condition and appearance during the entire term of this Lease. Lessee shall, at its sole cost and expense, maintain the Subject Property and all improvements thereon in a clean manner, free of refuge and debris, in good order and repair and shall keep all the elements and systems of the Subject Property in good working order, repair and appearance, including, without limitation, all structural elements, all utilities systems, roofs, exterior walls, walkways, drive-ways, docs, piers, boat slips floors, doors, windows, toilets, electrical fixtures, gas fixtures, fuel storage and distribution facilities, parking areas and all waste water removal and disposal facilties to the extent that they or any of them are located within the Subject Property. Any damage to the Lessor's property caused by or through uses of Lessee, its invitees, guests, employees or sub-lessees will be repaired by Lessee at its own cost.

It is agreed and understood that if, through normal wear and tear or otherwise, the buildings and improvements upon the Subject Property shall deteriorate so that they are not in compliance with current governmental codes and regulations or if the appearance thereof shall look shabby or deteriorated, they will be brought into compliance by Lessee at Lessee's sole cost and expense and the appearance upgraded or improved to good condition and new or near-new exterior condition and the Lessee shall continue to maintain such buildings and improvements and the Subject Property, to such standards of appearance and condition during the entire term of this Lease. Because of the long term of this Lease, exceptions for normal wear and tear shall not be considered. Lessee shall, at its sole expense, keep and maintain the landscaping upon the Subject Property and Additional Property in a neat, orderly and good condition, including, without limitation, by mowing and trimming of the same.

10) Except as amended herein, the Lease shall remain in full force and effect.

11) The Lease is ratified and confirmed and will remain in full force and effect (as amended by this Second Amendment). This Second Amendment will be interpreted without regard to any presumption or rule requiring construction against the party causing this Second Amendment to be drafted. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute the same instrument. The provisions of this Agreement shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto. This Agreement is made under and shall be construed pursuant to the laws of the State of Florida.

[signatures on following pages]

The parties have executed and delivered this Second Amendment as of the Effective Date.

LESSOR:

CITY OF PENSACOLA,
a municipal corporation of Florida

By: ______________________________

Printed Name: ____________________

As its: ____________________________

____
City Clerk

The parties have executed and delivered this Second Amendment as of the Effective Date.

Witnesses:

____
Printed Name: ____________________

Witness Address:

____
Printed Name: ____________________

Witness Address:

LESSEE:

HARBOURMASTER PENSACOLA, LLC,
a Florida limited liability company

By: ______________________________
Baron Wade Beroset
As its: Manager

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this ____ day of ______________ 2024 by Baron Wade Beroset, as Manager of Harbourmaster Pensacola, LLC, a Florida limited liability company, on behalf of said company, who ( ) is personally known to , or who ( ) has produced driver's license as identification.

____
NOTARY PUBLIC - STATE OF FLORIDA

The parties have executed and delivered this Second Amendment as of the Effective Date.

Witnesses:

____
Printed Name: _____________________

Witness Address:

____
Printed Name: _____________________

Witness Address:

LESSEE:

MARINA MANAGEMENT CORP.,
a Florida corporation

By: ______________________________
Ray Russenberger
As its: President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this ____ day of ______________ 2024 by Ray Russenberger, as President of Marina Management Corp., a Florida corporation, on behalf of said corporation, who ( ) is personally known to, or who ( ) has produced driver's license as identification.

____
NOTARY PUBLIC - STATE OF FLORIDA

The parties have executed and delivered this Second Amendment as of the Effective Date.

Witnesses:	LESSEE:
	PALAFOX ICEHOUSE PARTNERS, LLC, a Florida limited liability company
______________________________ Printed Name: ___________________	
Witness Address:	By: CO-PHIL LLC, A Florida limited liability company, As its: Manager
______________________________ Printed Name: ___________________	By: _________________________
Witness Address:	Alexander Cover As its: Manager

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this ____ day of _____________ 2024 by Alexander Cover, as Manager of Co-Phil LLC, a Florida limited liability company, said company, as Manager of Palafox Icehouse Partners, LLC, a Florida limited liability company, on behalf of said companies, who ( ) is personally known to , or who ( ) has produced driver's license as identification.

____
NOTARY PUBLIC - STATE OF FLORIDA

Exhibit "1"

Parcel 1

That certain parcel known as and referred to as "Marina Lease Area B-2" or the "Harbourmaster Building", the legal description for which is as follows:

Commence at the Northwest corner of Lot 1, Block 34, of the Waterfront Tract or Pintado Grant according to the map of the City of Pensacola copyrighted by Thomas C. Watson in 1906; thence South 10 degrees 34'11" East along the Westerly line of said Block 34 and the extension thereof for a distance of 257.00 feet; thence North 78 degrees 25'49" East for a distance of 8.12 feet; thence North 79 degrees 23'15" East for a distance of 117.00 feet; thence South 10 degrees 36'45" East for a distance of 642.43 feet; thence North 79 degrees 29'51" East for a distance of 288.58 feet; thence South 10 degrees 37'31" East for a distance of 520.29 feet; thence South 79 degrees 29'22" West for a distance of 114.07 feet; thence South 10 degrees 44'42" East for a distance of 10.79 feet for the Point of Beginning.

Thence continue South 10 degrees 44'42" East for a distance of 125.00 feet; thence North 79 degrees 15'18" East for a distance of 40.00 feet; thence North 10 degrees 44'42" West for a distance of 83.00 feet; thence North 79 degrees 15'18" East for a distance of 20.00 feet; thence North 10 degrees 44'42" West for a distance of 17.00 feet; thence North 79 degrees 15'18" East for a distance of 18.00 feet; thence North 43 degrees 43'22" East for a distance of 25.81 feet; thence North 10 degrees 44'42" West for a distance of 10.00 feet; thence South 79 degrees 15'18" West for a distance of 99.00 feet to the point of Beginning.

Containing 0.15 acres, more or less and all lying and being in Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

Exhibit “2”

LEGAL DESCRIPTION: Parcel "B"

Commence at the Northwest corner of Lot 1, Block 34, of the Waterfront Tract or Pintado Grant according to the map of the City of Pensacola copyrighted by Thomas C. Watson in 1906; thence South 10 degrees 34'11" East along the Westerly line of said Block 34 and the extension thereof for a distance of 257.00 feet; thence North 78 degrees 25'49" East for a distance of 8.12 feet; thence North 79 degrees 23'15" East for a distance of 117.00 feet; thence South 10 degrees 36' 45" East for a distance of 642.43 feet; thence North 79 degrees 29'51" East for a distance of 288.58 feet; thence South 10 degrees 37'31" East for a distance of 520.29 feet; thence South 79 degrees 29'22" West for a distance of 36.07 feet; thence South 10 degrees 44'42" East for a distance of 35.47 feet for the Point of Beginning.

Thence continue South 10 degrees 44'42" East for a distance of 50.12 feet to a point on a circular curve concave to the southeast having a radius of 146.00 feet and delta angle of 18 degrees 03'07"; thence Southwesterly along said curve for an arc distance of 46.00 feet (chord bearing of South 23 degrees 02'17" West, chord distance of 45.81 feet) to the point of compound curvature with a circular curve concave to the southeast having a radius of 200.60 feet and delta angle of 10 degrees 48'56"; thence Southwesterly along said curve for an arc distance of 37.87 feet (chord bearing of South 08 degrees 36'15" West, chord distance of 37.81 feet); thence North 10 degrees 44'42" West for a distance of 106.86 feet; thence North 79 degrees 15'18" East for a distance of 20.00 feet; thence North 10 degrees 44'42" West for a distance of 17.00 feet; thence North 79 degrees 15'18" East for a distance of 18.00 feet to the Point of Beginning.

Containing 0.06 acres, more or less and all lying and being in Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

Exhibit "3"
(Survey)

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
5. Sub-surface improvements, if any, not located.

LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
P.C.C.	Point of compound curvature
R	Radius
ARC	Arc distance
CH	Chord distance
Δ	Delta
C.B.	Chord bearing
●	1/2" Capped iron rod set #7073
	Permanent control point set #7073
✕	"X" cut in concrete/brick
⊕	1/2" Iron rod found
A/C	Air conditioning unit
⊙	Backflow preventor
C	Cable equipment
E	Electric equipment
⊞	Elevator condenser
H	Handhole
	Light pole
	Manhole
	Meter pole
⊠	Metal vent fan
	Sewer cleanout
	Storm grate
⋈	Water valve
	Wood fence

LEGAL DESCRIPTION: Parcel "A"

Commence at the Northwest corner of Lot 1, Block 34, of the Waterfront Tract or Pintado Grant according to the map of the City of Pensacola copyrighted by Thomas C. Watson in 1906; thence South 10 degrees 34'11" East along the Westerly line of said Block 34 and the extension thereof for a distance of 257.00 feet; thence North 78 degrees 25'49" East for a distance of 8.12 feet; thence North 79 degrees 23'15" East for a distance of 117.00 feet; thence South 10 degrees 36' 45" East for a distance of 642.43 feet; thence North 79 degrees 29'51" East for a distance of 288.58 feet; thence South 10 degrees 37'31" East for a distance of 520.29 feet; thence South 79 degrees 29'22" West for a distance of 114.07 feet; thence South 10 degrees 44'42" East for a distance of 10.79 feet for the Point of Beginning.

Thence continue South 10 degrees 44'42" East for a distance of 125.00 feet; thence North 79 degrees 15'18" East for a distance of 40.00 feet; thence North 10 degrees 44'42" West for a distance of 83.00 feet; thence North 79 degrees 15'18" East for a distance of 20.00 feet; thence North 10 degrees 44'42" West for a distance of 17.00 feet; thence North 79 degrees 15'18" East for a distance of 18.00 feet; thence North 43 degrees 43'22" East for a distance of 25.81 feet; thence North 10 degrees 44'42" West for a distance of 10.00 feet; thence South 79 degrees 15'18"West for a distance of 99.00 feet to the Point of Beginning.

Containing 0.15 acres, more or less and all lying and being in Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

LEGAL DESCRIPTION: Parcel "B"

Commence at the Northwest corner of Lot 1, Block 34, of the Waterfront Tract or Pintado Grant according to the map of the City of Pensacola copyrighted by Thomas C. Watson in 1906; thence South 10 degrees 34'11" East along the Westerly line of said Block 34 and the extension thereof for a distance of 257.00 feet; thence North 78 degrees 25'49" East for a distance of 8.12 feet; thence North 79 degrees 23'15" East for a distance of 117.00 feet; thence South 10 degrees 36' 45" East for a distance of 642.43 feet; thence North 79 degrees 29'51" East for a distance of 288.58 feet; thence South 10 degrees 37'31" East for a distance of 520.29 feet; thence South 79 degrees 29'22" West for a distance of 36.07 feet; thence South 10 degrees 44'42" East for a distance of 35.47 feet for the Point of Beginning.

Thence continue South 10 degrees 44'42" East for a distance of 50.12 feet to a point on a circular curve concave to the southeast having a radius of 146.00 feet and delta angle of 18 degrees 03'07"; thence Southwesterly along said curve for an arc distance of 46.00 feet (chord bearing of South 23 degrees 02'17" West, chord distance of 45.81 feet) to the point of compound curvature with a circular curve concave to the southeast having a radius of 200.60 feet and delta angle of 10 degrees 48'56"; thence Southwesterly along said curve for an arc distance of 37.87 feet (chord bearing of South 08 degrees 36'15" West, chord distance of 37.81 feet); thence North 10 degrees 44'42" West for a distance of 106.86 feet; thence North 79 degrees 15'18" East for a distance of 20.00 feet; thence North 10 degrees 44'42" West for a distance of 17.00 feet; thence North 79 degrees 15'18" East for a distance of 18.00 feet to the Point of Beginning.

Containing 0.06 acres, more or less and all lying and being in Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

Measurements made in accordance with United States Standards.

Bearing Reference NORTH BASED ON THE EAST R/W BAYLEN STREET AS S 10°34'11" E (DEED CALL)
Ordered By FEDERIQUE BEROSET Elevation Reference
Encroachments BRICK, CONCRETE, UTILITIES
Source of information PUBLIC RECORDS; CITY ATLAS #73; MAP OF PENSACOLA BY T.C. WATSON (1906); SURVEYS ON FILE WITH THIS FIRM

A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF BLOCK 102, WATERFRONT TRACT

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone: (850) 434-6666 Fax: (850) 434-6661
Email: pgasurvey@bellsouth.net

GRAPHIC SCALE – 1" = 10'

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J–17.050, 5J–17.051 and 5J–17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze
■ PSM #5605

Walter J. Glaze
□ PSM #6190

This survey is valid only if it contains the original seal and original signature of the signing surveyor.

LB No. 7073
DAVID D. GLAZE LICENSE NUMBER No. 5605 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SHEET 1 OF 1

File No.	C-9282
Job No.	40655-24
Scale	1" = 10'
Date of Survey	8-22-2024
Date of Plat	8-22-2024
Date of Revision	
FB 1810	PG 38-41
FB	PG
Drawn by	PMJ
Checked By	DDG

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-966 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY FOR USE OF THE FIRE TRAINING FACILITY

RECOMMENDATION:

That City Council approve a Memorandum of Understanding between the City of Pensacola and Escambia County for the use of the Fire Training Facility located at Pensacola Fire Sation 4. Further, the City Council authorizes the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor’s Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This agreement provides for Escambia County's use of the City of Pensacola's State Certified Training Facility for the training of our area first responders. The goal of this agreement is to educate and train first responders in many aspects of their respective crafts, including "live fire" exercises and rescue scenarios. The training and exercises are necessary to gaining valuable experience and further development of firefighting skills.

PRIOR ACTION:

July 13, 2017 - City Council approved an interlocal agreement with Escambia County for use of the Fire Training Facility.

FUNDING:

NA

FINANCIAL IMPACT:

NA

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/4/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Ginny Cranor, Fire Chief
Brock Jester, Deputy Fire Chief

ATTACHMENTS:

1. Memorandum of Understanding

PRESENTATION: No

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PENSACOLA
AND
ESCAMBIA COUNTY, FLORIDA
FOR USE OF FIRE TRAINING FACILITIES**

This Memorandum of Understanding ("Agreement") is made and entered into between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as the "City"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the City and the County are committed to providing a high level of emergency response services to their jurisdictional service areas in the City of Pensacola and Escambia County, Florida; and

WHEREAS, the City and the County recognize that proper training and certifications for emergency fire response are crucial components of each party's functions and enhance their ability to work together in mutual aid incidents in providing first responder fire services; and

WHEREAS, the City owns property located at 1N "Q" Street, Pensacola, Florida that is an operational and certified "Approved Firefighter Recruit Training Facility" ("Facility"); and

WHEREAS, the City and the County are required to provide ongoing training curriculum to their personnel to comply with State of Florida firefighter training requirements as governed by the Bureau of Fire Standards and Training; and

WHEREAS, certain types of training will only be recognized and accepted for certification purposes by the State of Florida if conducted on the premises of an "Approved Firefighter Recruit Training Facility"; and

WHEREAS, the City and County desire to enter into this MOU to establish the terms whereby Escambia County Fire Rescue (hereinafter referred to as "ECFR") may utilize the Facility for firefighter training as further provided herein.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and the County agree as follows:

SECTION 1. PURPOSE OF AGREEMENT

1.1 <u>Recitals</u>. The recitals contained in the preamble of this MOU are declared to be true and correct and are hereby incorporated into this MOU.

1.2 <u>Purpose</u>. The purpose of this MOU is to establish the conditions, extent, and mechanism whereby the County will have limited shared use of the Facility owned by the City and managed and utilized by the Pensacola Fire Department (PFD).

SECTION 2. USE OF FACILITY

2.1 <u>Request for Use</u>. When Escambia County Fire Rescue (ECFR) would like to use the Facility, ECFR shall submit a written request (email or letter) for use of the Facility to the PFD point of contact listed in this MOU no later than 30 days in advance of the requested use for training. Requests shall be in writing from a member of ECFR Training Division or ECFR Chief and sent to the PFD Training Chief, Deputy Chief, or Fire Chief. Responses to requests to use the Facility shall be in writing and are considered confirmed or denied only if received from the PFD Training Chief, Deputy Chief, or Fire Chief.

2.2 <u>Approval and Scheduling</u>. If the Facility is available for use by ECFR, PFD shall respond in writing to the requested date and reserve that date for use by ECFR. Upon approved use dates, ECFR shall be responsible for all planning, organization, instruction, materials, setup, and cleanup of the Facility before and after each use.

2.3 <u>Responsibility for Resources</u>. ECFR shall be responsible for equipment, supplies, and consumable commodities to be used in the ECFR training, including but not limited to propane, plywood, gas, hay bales, pallets, and any other materials, tools, equipment, or items necessary for the training that are not considered to be fixed assets located on-site at the Facility.

SECTION 3. LIABILITY AND INDEMNIFICATION

3.1 <u>Liability</u>. The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

3.2 <u>Damage to Property</u>. Damage to any property or equipment at the Facility by ECFR shall be reported to the PFD point of contact immediately, and ECFR shall bear the burden of repair or replacement.

SECTION 4. MISCELLANEOUS PROVISIONS

4.1 Term and Termination. This MOU shall take effect upon the date last executed by the parties hereto and continue in full force and effect for twelve (12) months unless earlier terminated as further provided herein. This MOU may be terminated by either party upon providing no less than 30 days' prior written notice to the other party.

4.2 Assignment. This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

4.3 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this MOU shall be in the County of Escambia.

4.4 Public Records. The parties acknowledge that this MOU and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this MOU.

4.5 Notices. All notices required and made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand, by United States Postal Service, first-class mail, postage prepaid, return receipt requested, or by electronic email transmittal, return receipt requested, addressed to the following:

TO THE COUNTY:
Escambia County Board of County Commissioners
Attn: County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591 Pensacola, FL 32502
Email: admin@myescambia.com

TO THE CITY:
City of Pensacola
Attn: City Administrator
222 W. Main Street
Post Office Box 12910
Pensacola, FL 32502
Email: AMiller@cityofpensacola.com

4.6 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.

4.7 Interpretation. This MOU 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.

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

4.9 Survival. All provisions, which by their inherent character, sense, and context are intended to survive termination or expiration of this MOU, shall survive the termination or expiration of this MOU.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement as of the day and year first written above.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: ______________________
Steven Barry, Chairman

Date: 9/5/2024

BOCC Approved: 9/5/2024

Approved as to form and legal sufficiency.

By/Title: Christopher R. Shaffer, ACA

Date: 07-23-2024

ATTEST: Pam Childers
Clerk of the Circuit Court

By: ______________________
Deputy Clerk

(SEAL)

THE BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO. FL SEAL

CITY:
THE CITY OF PENSACOLA, A FLORIDA MUNICIPAL CORPORATION

By: ______________________
D.C. Reeves, Mayor

Date: ______________________

ATTEST:

By: ______________________
City Clerk

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 24-1024 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Delarian Wiggins

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $600 for the 100 Black Men of Pensacola, Inc., $600 for the H.Y.P.E. Annual Turkey Drive, $700 to The Watson Family Foundation Annual Thanksgiving Food Giveaway, $600 to the Rosa Verde Foundation, $500 to Ecomfort, Inc. at the Epps Christian Center, $500 to Ruffin It Up, Inc., $400 to the Westside Garden District Neighborhood Association and $400 to the Tanyard Neighborhood Community Association from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The 100 Black Men of Pensacola, Florida provides mentoring to under-privileged young men to positively impact their lives and provide them with the necessary tools to be successful after graduating from high school. Currently, they have 30 young males in their program. They have adopted a local middle school to facilitate their program initiatives. Ninety-five percent of their mentees come from single-parent families, live in socioeconomic communities and live below the poverty line. It is difficult to fulfill some financial obligations, such as summer food drives, winter jackets and school supplies. Funding will be used to further their goals within our community.

H.Y.P.E. is a non-profit organization whose mission is to provide comprehensive and innovating programs that will serve the youth to envision and navigate a course for a rewarding future characterized by achievement, independent thought and social responsibility. One of those programs is their Annual Turkey Drive. The Annual Turkey Drive feeds many families that would not be able to afford Thanksgiving meals for their families. It also provides kids the opportunity to help their community and teach them the importance of giving back and community service. Funding will be used towards the Annual Turkey Drive.

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

The mission of the Rosa Verde Foundation is to aid the youth of Pensacola, Florida, in educational advancement through a robust scholarship program. They strive to change the trajectory of these students' lives by giving them access to financial assistance for higher education. They are also committed to supporting and donating to nonprofit organizations to make positive changes within our community. One of their fundraisers is a Pretty Kicks Sneaker Ball which will be held on Saturday, May 31, 2025, at the Brownsville Community Resource Center. The proceeds from this event will support their community scholarship program and their childhood hunger program. For many years, they have provided scholarships to graduating high school seniors in our community. Their scholarship program has awarded $3,000 scholarships to nine (9) students in the Escambia and Santa Rosa Counties in the years 2023 and 2024. Funds will be used towards this fundraising event.

Ecomfort is the outreach branch of the Epps Christian Center. The mission of Ecomfort, Inc. is to reach out to the hungry, homeless and hurting in the community. The primary goal of Ecomfort is to improve individual and families socioeconomic status. They plan to accomplish this goal by helping individuals increase their disposable income.They partner with the Council on Aging 'Meals on wheels' to deliver meals to homebound senior citizens and the disabled. This year, they will deliver meals Senior Citizens facilities as they thoroughly enjoyed the meals from last year. They anticipate serving over 3,500 individual and families, compared to the $2,500 served last year. On November 23, 2024, they will host their 13th annual thanksgiving Meal for the community providing a hot, home-cooked turkey and ham meal, along with the distribution of food and toiletries to those in need, including the homeless in the community. Funding will be used towards the cost of setup, purchasing food and toiletries and distributing meals. Any remaining funds from the event will be used to stock their food pantry, allowing them to continue providing essential items to those in need on a weekly basis.

Ruffin It Up, Inc is a non-profit based out of Pensacola, Florida with the goal to uplift and encourage people within our community. Some of the areas of focus include training others for motivational and public speaking, training new businesses and entrepreneurs, training authors and innovative composers. Additionally, they encourage, challenge, teach and train at-risk youth as well as supporting teachers, students and schools in education. They have partnered with Lincoln Park Elementary School, Covenant Care and Pensacola Lamplighters. Additionally, they participate in a Juvenile Diversion Alternative Program, helping kids through pre-trial diversion. Funds will be used towards their programs challenging at-risk youth, youth in need of mentors and those families in the welfare system at no cost.

The purpose of the Westside Garden District Neighborhood Association is to provide an organized framework to promote, preserve and enhance the quality of life and values in the neighborhood by elevating and marketing the image of the neighborhood, promoting a sense of pride and identity among the residents and creating a unified voice to address issues that impact the neighborhood. The boundaries of the Westside Garden District Neighborhood Association are North “A” Street south to West Garden Street; West Garden Street west to Pace Boulevard; Pace Boulevard North to West Cervantes Street. Funding will be used to offset costs associated with various meetings and activities sponsored by the Neighborhood Association.

The Tanyard is one of Pensacola's oldest neighborhoods, located in western downtown Pensacola. It is bound to the north by Garden Street, to the south by Main Street, to the east by Reus Street and to the west by Pace Boulevard. The Tanyard Neighborhood Community Association was formed in 2005 and works to identify ways they can positively impact the neighborhood, help their neighbors in times of need and foster a sense of community as they undergo a period of rapid development and change. Funds will be used to offset costs associated with their monthly neighborhood association meetings.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 10,700	FY 2025 District 7 Discretionary Funds
Actual:	$ 600	100 Black Men of Pensacola, Inc.
	600	H.Y.P.E. Turkey Drive
	700	Watson Family Foundation Thanksgiving Giveaway
	600	Rosa Verde Foundation
	500	Ecomfort, Inc.
	500	Ruffin It Up, Inc.
	400	Westside Garden District Neighborhood Association
	400	Tanyard Neighborhood Community Association
	$ 4,300	

FINANCIAL IMPACT:

A balance of $10,700 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of $6,400 will remain in the District 7 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1034 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Vice President Jared Moore

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $500 to Ecomfort, Inc. at the Epps Christian Center, $1,000 to Children's Home Society of Florida's Social Services Navigator Program, $1,000 to Big Brothers/Big Sisters of Northwest Florida, $1,000 to the YMCA Reads Program, $1,000 to Gulf Coast Kids House, $500 to Bluffline and $500 to Valerie's House Food for the Soul Program from the City Council Discretionary Funds for District 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Ecomfort is the outreach branch of the Epps Christian Center. The mission of Ecomfort, Inc. is to reach out to the hungry, homeless and hurting in the community. The primary goal of Ecomfort is to improve individual and families socioeconomic status. They plan to accomplish this goal by helping individuals increase their disposable income.They partner with the Council on Aging 'Meals on wheels' to deliver meals to homebound senior citizens and the disabled. This year, they will deliver meals Senior Citizens facilities as they thoroughly enjoyed the meals from last year. They anticipate serving over 3,500 individual and families, compared to the $2,500 served last year.   On November 23, 2024, they will host their 13th annual thanksgiving Meal for the community providing a hot, home-cooked turkey and ham meal, along with the distribution of food and toiletries to those in need, including the homeless in the community. Funding will be used towards the cost of setup, purchasing food and toiletries and distributing meals. Any remaining funds from the event will be used to stock their food pantry, allowing them to continue providing essential items to those in need on a weekly basis.

Children's Home Society is a nationally recognized leader in delivering innovative, effective services and solutions to keep more families safe, strong and together. Their roots date back to the early 20th century, with ties to the infamous Orphan Trains out of New York. Nearly 400 children stepped off the trains at the last stop in Jacksonville....they had no family and no one to turn to. On November 17, 1902, Reverend D. W. Comstock opened the doors to the Children's Home Society to provide a "family" for children who had nowhere else to go. Since their founding, the Children's Home Society has grown and evolved to provide the right services and solutions to address the needs of children and families throughout the changing times....to help more children realize their full potential. One of their programs is the Social Services Navigator program, which plays a crucial role in addressing and mitigating various resource challenges and barriers that affect our community. These issues range from clothing needs and food insecurities to housing concerns and transportation difficulties. The Social Services Navigator serves as an invaluable on-campus resource provider, guiding and furnishing essential resources to students and their families. Funding will be used towards this program.

For more than 100 years, Big Brothers Big Sisters of Northwest Florida has operated under the belief that inherent in every child is the ability to succeed and thrive in life. As the nation’s largest donor - and volunteer-supported mentoring network, Big Brothers Big Sisters makes meaningful, monitored matches between adult volunteers and children. They develop positive relationships that have a direct and lasting effect on the lives of young people. Funding will be used for their general operations.

The YMCA currently offers a reading program at 4 area schools: Ferry Pass Elementary, Global Learning Academy, Sherwood Elementary and West Pensacola Elementary. YMCA Reads Program is an early intervention program that targets students in Kindergarten through third grade with a curriculum designed to bring young readers up to grade level. The program improves students' literacy by focusing on skills such as phonics, vocabulary and reading comprehension. Funding will be used towards this program.

The Gulf Coast Kids House is a children’s advocacy center serving Escambia County. As a children’s advocacy center, they combine all of the professionals and resources needed for the intervention, investigation and prosecution of child abuse cases under one child-friendly facility. Child victims and their families also receive mental health counseling at their center. The goal of Gulf Coast Kid’s House is to form a more collaborative response to child abuses cases so that they can improve case outcomes and minimize trauma to the children and families they serve. One of their fundraising events this year is the Waiting To Be A Waitress fundraiser which is a one-act musical comedy dinner theater. Funding will be used to sponsor this event.

The Bluffline is a grassroots effort to reconnect Pensacola Residents with their environment and each other by building a public greenway from Scenic Bluffs to Jackson Lakes in West Pensacola. The Bluffline route would begin at the Chimney Park and travel southwest along the Scenic Bay Bluffs Corridor and then merge downtown with the Pensacola Waterfront Framework Plan before continuing west through Brownsville and, finally, terminating at the Jackson Lakes bluff system, a 55 acre parcel of county-owned land that includes three large, freshwater lakes and an impressive bluff system. Funding will be used towards projects.

The mission of Valerie's House is to help children and families work through the loss of a loved one together, and go on to live fulfilling lives. Their vision is that no child will grieve alone. With locations in Fort Myers, Naples, Charlotte County and Pensacola, Valerie's House is a special place where children connect with one another and learn the tools to heal after they have experienced the death of someone they love. At Valerie's House, children know others their age, and they learn that loss doesn't have to limit their dreams. In addition to their dedicated staff, many of their volunteers have lived this journey and are available to help find hope. All of our resources go directly to providing children and their families a safe place to share, grieve and grow. Funding will be used as a partial sponsorship of their Food for the Soul Program. The donation will sponsor dinners at their monthly group nights, ensuring that children and families gather together for a nourishing, comforting meal. These dinners provide a family-style atmosphere, fostering connection and offering a safe, comforting space as families move through their grief journeys.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 4,704	FY 2024 District 4 Discretionary Funds
	10,700	FY 2025 District 4 Discretionary Funds
	$15,404	
Actual:	$ 500	Ecomfort, Inc.
	1,000	Children's Home Society of Florida - Social Services Navigator Program
	1,000	Big Brothers/Big Sisters of Northwest Florida
	1,000	YMCA Reads
	1,000	Gulf Coast Kids House
	500	Bluffline
	500	Valerie's House
	$ 4,500	

FINANCIAL IMPACT:

A balance of $4,704 is currently within the District 4 Discretionary Fund Account for FY 2024 and $10,700 in FY 2025 for a total balance of $15,404. Upon approval by City Council, a balance of $10,904 will remain in the District 4 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1035 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Charles Bare

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $300 to The Parker Circle Neighborhood Association from the City Council Discretionary Funds for District 2.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Established in February 2026, the Parker Circle Neighborhood Association began with a focus on the neighbors adjoining Parker Circle. They are committed to fostering a close-knit community, ensuring the safety, beautification and overall improvement of our neighborhood. Their association has an initiative to raise awareness about their activities, encourage community engagement and increase attendance at their meetings. To achieve this, they have designed a postcard to be mailed to all residents in their neighborhood, creating a website and updating their meeting signs. The postcard will provide information about their association, will direct recipients to their website for further details and invite them to join their meetings. Funds will be used for the printing and mailing of these postcards.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 10,677	FY 2024 District 2 Discretionary Funds
	10,700	FY 2025 District 2 Discretionary Funds
	$ 21,377	
Actual:	$ 300	Parker Circle Neighborhood Association

FINANCIAL IMPACT:

A balance of $10,677 is currently within the District 2 FY 2024 Discretionary Fund Account and $10,700 within the FY 2025 District 2 Discretionary Fund Account for a total amount of $21,377. Upon approval by City Council, a balance of $21,077 will remain in the District 2 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 24-1037 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Allison Patton

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $500 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Ecomfort is the outreach branch of the Epps Christian Center. The mission of Ecomfort, Inc. is to reach out to the hungry, homeless and hurting in the community. The primary goal of Ecomfort is to improve individual and families socioeconomic status. They plan to accomplish this goal by helping individuals increase their disposable income.They partner with the Council on Aging 'Meals on wheels' to deliver meals to homebound senior citizens and the disabled. This year, they will deliver meals Senior Citizens facilities as they thoroughly enjoyed the meals from last year. They anticipate serving over 3,500 individual and families, compared to the $2,500 served last year. On November 23, 2024, they will host their 13th annual thanksgiving Meal for the community providing a hot, home-cooked turkey and ham meal, along with the distribution of food and toiletries to those in need, including the homeless in the community. Funding will be used towards the cost of setup, purchasing food and toiletries and distributing meals. Any remaining funds from the event will be used to stock their food pantry, allowing them to continue providing essential items to those in need on a weekly basis.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 9,100	FY 2024 District 6 Discretionary Funds Balance
	10,700	FY 2025 Disrict 6 Discretionary Funds Balance
	$ 19,800	
Actual:	$ 500	Ecomfort, Inc.

FINANCIAL IMPACT:

A balance of $9,100 is currently within the FY 2024 District 6 Discretionary Fund Account and $10,700 within the FY 2025 District 6 Discretionary Fund Account for a total amount of $19,800. Upon approval by City Council, a balance of $19,300 will remain in the District 6 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1033 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

APPOINTMENTS - PARKS AND RECREATION BOARD

RECOMMENDATION:

That City Council appoint two individuals to the Parks and Recreation Board to fill an unexpired term ending March 31, 2025 and an unexpired term ending March 31, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Parks and Recreation Board advises and makes recommendations to the City Council and advises the Mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks within the city. The board also provides input on master plan updates and improvements, and policy development for the use of recreational facilities.

The following have been nominated:

Nominated: Nominated by:

Unexpired Term ending 3/31/2025
Justine Williams Roper Brahier

Unexpired term ending 3/31/2026
Bradley Boes Brahier
Sam Young Reeves

PRIOR ACTION:

City Council makes appointments to this board every three (3) years.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Nomination Form - Bradley Boes
3. Application of Interest - Bradley Boes
4. Nomination Form - Justine Williams Roper
5. Application of Interest - Justine Williams Roper
6. Resume - Justine Williams Roper
7. Nomination Form - Sam Young
8. Application of Interest - Sam Young
9. Resume - Sam Young
10. Ballots

PRESENTATION: No

Parks and Recreation Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Blankenship, Michael	Youth Coach	Council	0	2024	3/31/2027	3/21/2024	3	
Borden, Renee	Realtor	Council	0	2024	3/31/2026	4/8/2021	3	
Brown, Kristin L.	Business Dev./Sales	Council	0	2024	3/31/2025	3/23/2023	3	
Bruni, Antonio	Attorney	Council	1	2024	3/31/2025	4/11/2019	3	
Lewis, Suzanne	Ret from National Park Sv	Council	0	2024	3/31/2027	3/21/2024	3	
Price, Kirwan B.		Council	0	2024	3/31/2027	3/21/2024	3	
Renfroe, John "Jake" W.	Retired Business Owner	Council	0	2024	3/31/2025	4/27/2023	3	
VACANT, VACANT		Council	1	2024	3/31/2026	4/11/2019	3	
VACANT, VACANT	Ret Educator/Former CM	Council	0	2024	3/31/2025	7/21/2022	3	

Term Length: THREE YEAR TERMS
- Ord 18-12 Increased the number of members to nine (9) to ensure equal representation
- Ord. 06-10 - Amended name of board, number of members, terms and appointing body .

COMPOSED OF NINE (9) MEMBERS APPOINTED BY CITY COUNCIL.

The Parks and Recreation Board shall advise and make recommendations to the city Council and shall advise the mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks with in the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jennifer Brahier, do nominate Bradley Boes
(Nominee)

4201 Lynn Ora Dr. | 850.255.2240
(Home Address) | (Phone)

(Business Address) | (Phone)

brad.boes@gmail.com
(Email Address)

City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
PARKS & RECREATION BOARD
(Unexpired term expiring March 31, 2026)

Provide a brief description of nominee's qualifications:

Bradley and the entire Bose family has been involved in youth sports programs in Pensacola from decades as both participants and as coaches. I believe Bradley's experience in this area will be beneficial to the Parks & Rec Board, particularly as we prepared to undertake and Parks & Recreation Master Plan, a component of which will examine the quality and content of our youth sports programming.

City Council Member or Mayor

I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.

Ericka L. Burnett

Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, October 28, 2024 1:12 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** ⚠

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

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

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

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

(Section Break)

Personal Information

Name	Bradley Boes
Home Address	4201 Lynn Ora Drive Pensacola Florida 32504
Business Address	4201 Lynn Ora Drive Pensacola Florida 32504
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8502552240
Email Address	brad.boes@gmail.com

Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	1
If yes, how long have you been a City resident?	*Field not completed.*
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks and Recreation
Please list the reasons for your interest in this position:	To be an advocate for the residents, city, and recreation department.
Do you currently serve on a board?	No
If yes, which board(s)?	*Field not completed.*
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

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

Gender	Male
Race	Caucasian
Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jennifer Brahier, do nominate Dr. Justine Roper
(Nominee)

4317 Whiteleaf Court
(Home Address)

(850) 450-2081
(Phone)

UWF, PSC, and More
(Business Address)

(850) 450-2081
(Phone)

drjustine@inherphysique.com
(Email Address)

City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
PARKS & RECREATION BOARD
(Unexpired term expiring March 31, 2025)

Provide a brief description of nominee's qualifications:

Dr. Roper has vast experience in health and a passion for parks, recreation, and her community. She is exactly who we would hope would want to serve.

[signature]
City Council Member or Mayor

I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From:	noreply@civicplus.com
Sent:	Thursday, October 24, 2024 2:29 PM
To:	Ericka Burnett; Robyn Tice
Subject:	[EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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

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

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

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

(Section Break)

Personal Information

Name	Justine Williams Roper
Home Address	4317 Whiteleaf Court Pensacola Florida 32504
Business Address	1108 C Airport Blvd Pensacola FL 32504
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	8504502081
Email Address	drjustine@inherphysique.com

Upload Resume (optional)	Curriculum Vitae CV 2024.pdf
(Section Break)	
Details	
Are you a City resident?	Yes
If yes, which district?	1
If yes, how long have you been a City resident?	20+ years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks and Recreation
Please list the reasons for your interest in this position:	I am interested in being a part of the Board of Parks and Recreation of Pensacola because I am passionate about enhancing our community's quality of life through accessible and well-maintained recreational spaces. I believe that parks play a crucial role in promoting health, wellness, and community engagement. As a small business owner, I understand the importance of vibrant public spaces for fostering community connections and supporting local economies. I want to leverage my entrepreneurial experience to advocate for programs and initiatives that not only benefit our parks but also engage local businesses. Additionally, my background as a health provider has given me valuable insight into the connection between physical activity and overall health. I am eager to promote recreational opportunities that encourage active lifestyles and improve community well-being. I am excited about the possibility of collaborating with other board members to develop innovative programs, secure funding for improvements, and foster partnerships that will enhance our recreational offerings. Thank you for considering my nomination; I look forward to the opportunity to serve our community in this capacity.

Do you currently serve on a board?	No
If yes, which board(s)?	*Field not completed.*
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

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

Gender	Female
Race	African-American
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

CURRICULUM VITAE

Justine Williams Roper PT, DPT
1108-C Airport Blvd
Pensacola, FL 32504
850-483-0586
drjustine@inherphysique.com

Education

Doctorate of Physical Therapy
Howard University, Washington, DC
May 2016

Capstone Fall 2015: The Effects of Cognitive Therapy and Nintendo Wii Gaming activities on the Prevention of Fall Risk in an Individual with Vascular Dementia: A Case Study

Bachelor of Science in Health Education and Behavior
University of Florida, Gainesville, FL
May 2013

Licensure and Board Certification

Licensed Physical Therapist State of Florida Board of Physical Therapy Practice License #PT33484, April 13, 2018 - Current.

Licensed Physical Therapist, Commonwealth of Virginia, Virginia Board of Physical Therapy License # 2305210541, July 28, 2016-December 31, 2018.

Licensed Physical Therapist, District of Columbia, Department of Health, Division of Professional Regulation Physical Therapy License # PT872023, August 31, 2016 - January 31, 2019.

CAPP-Pelvic Certification Academy of Pelvic Health Physical Therapy *An Academy of the American Physical Therapy Association* 2020.

Basic Cardiac Life Support/Cardiopulmonary Resuscitation and First Aid for Adults and Children, 2014 - present

Florida State Certified HIV/AIDS counselor August 201-August 2016

Employment

Corporate Wellness Consultant
Doctor Jus Inc
2023-Current

InHer Physique Pelvic Floor Physical Therapy and Wellness LLC, Pensacola, FL
Owner & Lead Pelvic Floor Physical Therapist
Clinical Instructor
August 2018- Current

University of West Florida, Pensacola, FL
Adjunct Instructor
Department of Biology

August 2020-Current

St Coletta of Greater Washington, Washington, DC
Pediatric Physical Therapist
August 2017-Nov 2018

BridgePoint Hospital, Washington, DC
Lead Long Term Acute Care Physical Therapist
September 2016-August 2018

Brinton Woods at DuPont Circle, Washington, DC
Physical Therapist (PRN)
December 2016-November 2018

Ascension Sacred Heart Hospital, Pensacola, FL.
Physical Therapist (PRN)
February 2019-Current

Research

Researcher, University of West Florida Health Usha Kundu, MD College of Health
The Impact of Music and Line-dancing on Patients with a History of Strokes
2020-Current

Invited Presentations

Pelvic Floor Health Workshop
Black Girls Run Sweat With Your Sole National Conference August 2024

Keynote Speaker on Pelvic Health and Cardiometabolic Wellness
Emerald Coast Health and Beauty Expo September 2024

Presenting on Cardiometabolic Health and Pelvic Floor Wellness
Cardiometabolic Health Congress 2024

Sex & Intimacy After Childbirth
June Motherhood June 2021

Understanding Pelvic Health for the Woman of Color
The Bladder Diaries Virtual Summit June 2021

Pelvic Health Foundations for Mothers
Burn Bootcamp Inc. April 2021

Pelvic Floor Rehabilitation of the Birthing Professional
School of Reproductive Resistance March 2021

Pelvic Anatomy & Relation to Identity
Sex Plus Summit/Womanizer Global October 2020

Roper J, Pediatric Pelvic Floor Physical Therapy & Implications
The Wolff Center For Child & Adolescent Health January 2019

Roper J, Pelvic Floor Rehabilitation: Therapeutic Concepts
1 Million Cups, Pensacola Chapter April 2019

Roper J, Rehabilitation for the Sacroiliac Joint: A Pelvic Floor Perspective
Pensacola Moms Group, Pensacola Chapter, August 2019

Roper J, Pelvic Floor Rehabilitation: *A Discussion About The Health of Your Most Intimate Places*
Cumulus Radio Mobile, AL Annual Sister II Sister Production September 2019

Roper J, Pelvic Rehabilitation & Techniques
University of West Florida School of Nursing & House of God Pensacola Annual Health Day 2019

Honors & Awards

Awardee Emerging Business of the Year AND Young Entrepreneur of the Year
2023 EntreCon Awards presented by Cox Business

Honoree,"Women Telling Our Story" LLC/Organization
November 2019

Nominee, Junior League of Pensacola 2020 Women's Empowerment Award
March 2020

Nominee, Emerging Business of the Year AND Young Entrepreneur of the Year
2019 EntreCon Awards, presented by Cox Business

Awardee, Emerging Business of the Year AND Young Entrepreneur of the Year
2023 EntreCon Awards, presented by Cox Business

Teaching Experience

PCB3097L: Introduction into Human Anatomy Lecture/Lab
Adjunct Instructor, University of West Florida
Fall Semester 2020-Current

PHT1251: Basic Skills in Patient Care Laboratory
Adjunct Instructor, Pensacola State College
Fall Semester 2020

PTH1224: Musculoskeletal Therapeutic Techniques I
Lecturer, Pensacola State College
Spring Semester 2020

PHT1251L: Basic Skills in Patient Care Laboratory

Lab Instructor, Pensacola State College
Fall Semester 2019

Professional Memberships

Member, Women's Board of Baptist Health Care Foundation
2024-Current

Member, Global Pelvic Health Alliance
2018- Current

Member, American Physical Therapy Association, Section on Pelvic Health
2016 – Current

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, D.C. Reeves, do nominate Sam Young
(Nominee)

411 W Brainerd St Pensacola FL 32501
(Home Address)

6097031626
(Phone)

300 W Leonard St Pensacola FL 32501
(Business Address)

(Phone)

syoung@pensacolahabitat.org
(Email Address)

City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
PARKS & RECREATION BOARD
(Unexpired term expiring March 31, 2025)

Provide a brief description of nominee's qualifications:

Sam has had extensive involvement in Pensacola and know our community very well. He would serve the citizens of Pensacola well on the Parks and Rec Board.

City Council Member or Mayor

I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.

Ericka L. Burnett

Ericka L. Burnett, City Clerk

Ericka Burnett

From:	noreply@civicplus.com
Sent:	Thursday, October 24, 2024 10:06 AM
To:	Ericka Burnett; Robyn Tice
Subject:	[EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

⚠ **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** ⚠

Application for Boards, Authorities, and Commissions - Mayoral Appointment

This application will be utilized in considering you for appointment by the Mayor to various boards and advisory committees. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

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

If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Sam Young
Home Address	411 W Brainerd St Pensacola, FL 32501
Business Address	300 W Leonard St Pensacola, FL 32501
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	6097031626
Email Address	syoung@pensacolahabitat.org
Upload Resume (optional)	Samuel Young Resume - Pensacola Habitat for Humanity.pdf

(Section Break)

Details	
Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	4.5 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks and Recs Board
Please list the reasons for your interest in this position:	I believe the city parks and recreation facilities play a crucial role in the health and well-being of the community. They serve to bring people together and break down barriers of exclusion. I have a long background in health, fitness and wellness and believe I would bring both an entrepreneurial and pragmatic approach to the board's work.
Do you currently serve on a board?	No
If yes, which board(s)?	*Field not completed.*
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

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

Gender	Male
Race	Caucasian
Physically Disabled	Yes
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

SAMUEL YOUNG

Pensacola, Florida

609.703.1626 | syoung@tiltonfitness.com | linkedin.com/in/sam-young1

CEO / BUSINESS AND COMMUNITY LEADER

An accomplished, results focused executive with extensive experience across multiple non-profit, private and military enterprises. A transformational leader who builds empowered, high-performing teams focused on organizational and community impact. Leverages financial, operational, and strategic expertise with a proven record of both turn around and enterprise growth successes.

Areas of Expertise:

- Organizational Leadership
- Solution Management
- Strategic Planning/Analysis
- Financial Acumen
- Collaborative Team Building
- Operations
- Profit & Loss Responsibility
- Risk Mitigation
- Change Management
- Business Development
- Community Engagement
- Public Speaking

Selected Career Highlights

- Named Chief Executive Officer of Pensacola Habitat for Humanity, the 10th largest producer of 1100 national affiliates and the only to earn Charter Membership status in NeighborWorks America. In three years: more than doubled home building production, gained HUD Counseling Agency certification, developed a Community Land Trust, initiated a new finance model leveraging the balance sheet for significant organizational growth, and increased the annual revenue from $6 million to over $17 million.

- Developed, owned, and served as Chief Executive of a network of eight large, community-based medical fitness and wellness centers to provide preventative, rehabilitative, and chronic disease management programs for the partner health system and their extensive patient base. Impacting over 30,000 members and patients, the network received numerous industry and community awards and was ranked #51 on the Club Industry list of the nation's Top 100 Clubs.

- Assumed leadership as the Chairman of the Board of Directors of the National Aviation Research and Technology Park. Collaborative alignments with the FAA Technology Center, National Universities, the State of NJ, and the County Economic Alliance reinvigorated development momentum resulting in the opening of the first of seven planned buildings/research labs; early development of a second building; increased affiliated employment; recruited several multi-national aerospace corporations to join the Park.

- Recruited to assume the Chairman of the Board of a Boys and Girls Club with the goal of resurrecting the failed and shuttered organization. The club is now held out as a model turnaround by Boys and Girls Club of America. Based on member outcomes, financial stability, and community engagement, it stands as one of the most successful Boys and Girls Clubs in the country. In this role, I was recognized as the top Board leader in the Northeast Region.

- Executed a Presidential directed joint, inter-agency, multi-national mission to prevent a major Turkish incursion into Northern Iraq. Led a senior team of intelligence specialists and operational planners to assist Turkey in precisely identifying and targeting embedded terrorists in northern Iraq. The successful execution of the mission avoided a major Turkish-Kurdish conflict and eliminated a significant threat to the United States strategic mission in Iraq.

Professional Career Overview

President/CEO, Pensacola Habitat for Humanity, Pensacola, FL (2020 – present)
Chief executive of the 10th largest Habitat affiliate focused on affordable housing construction, mortgage lending, community development and homebuyer education programs.

- Lead a 55-employee non-profit with net assets of $45 million and an annual operating budget exceeding $17 million.
- Manage multiple divisions including construction, lending, finance, HUD counseling, community development, resource development, marketing/communications, and retail.
- Increased production from an average of 20 homes per year to 53 homes in less than three years..
- Introduced new finance model resulting in significant growth and much greater community impact.
- Significantly increased capital availability through grant, development, and government funding.
- Created a Community Land Trust providing home ownership opportunities for low/very low income homebuyers.

President/CEO, Hackensack Meridian Fitness & Wellness, Linwood, NJ (2014 – 2020)
Chief executive of a network of large, community-based medical fitness and wellness centers providing preventative, rehabilitative, and chronic disease management programs to the community, the partner health system and their extensive patient base.

- Executive leadership of an 8 club, 500 employee, $20MM+ Joint Venture medical fitness network affiliated with Hackensack Meridian Health System, New Jersey's largest health system.
- Responsibilities include real estate development, P&L responsibility, operations management, human resources, affiliate partnerships, marketing, risk and financial management, community engagement, clinical integration.
- Listed as one of the top 100 club companies in the country by Club Industry Magazine.
- Received two Medical Fitness Association's Distinguished Achievement Awards as the country's top medical fitness center.

President/CEO, Tilton Fitness Management, Egg Harbor Township, NJ
Chief Executive Officer of a management and consulting company which develops and operates commercial and hospital-affiliated health, fitness, and wellness centers.

- Developed multiple financially successful health & fitness centers from inception to full operation. Services included market studies, stakeholder analysis, financial modeling, design consulting, construction management, marketing, staffing and operations management.
- Provided consulting and management services to multiple hospitals and health systems resulting in significant improvements in all metrics of center operations.

Military Experience
Captain, United States Navy (AC/RC), Multiple Command and Operational Assignments

- Recall to active duty as Chief, Ankara Coordination Directorate, US European Command. Led a POTUS directed multi-national, interagency mission in support of Turkish counter-terror operations in Northern Iraq.
- Completed a six-month overseas recall to active duty as Director of Operations (N3) and Chief-of-Staff for Commander Task Force Sixty-Seven (CTF-67) in support of Operation Iraqi Freedom and Operation Enduring Freedom.
- Command and operational tours supporting Commander, US European Command; Commander, Second Fleet; Center for Naval Leadership; Commander, Sixth Fleet, Operations Directorate (J3), US European Command, Stuttgart, Germany; Naval Operations Center, Pentagon.
- Naval aviator, Attack Squadron Thirty-Four (VA-34), USS America (CV-66), USS Eisenhower (CVN-69)
- TS/SCI (Top Secret/Special Compartmentalized Information) Security Clearance

Education

University of Florida - earned 24 credits toward Master of Accounting degree during
Adjunct Professor Naval Assignment, Awarded AICPA Accounting Fellowship

University of Richmond, B.S. in Finance and Economics
Cum Laude graduate, Omicron Delta Epsilon National Economics Honor Society, Deans List 4 years

Army War College,
Strategic Studies - Joint Professional Military Education Curriculum

Honors/Awards

Leadership Florida - Cornerstone Class 40
Boys and Girls Club of America - *Heart of the Region Award* as top Board Chair in the Northeast
Greater Atlantic City Chamber of Commerce - Businessman of the Year
Military Awards include Defense Meritorious Service Medal (2),
Navy Meritorious Service Medal (3),
Navy Commendation Medal (2),
Navy Achievement Medal as well as several unit and campaign medals

Boards and Community Involvement

Board Chairman/ Vice Chairman – National Aviation Research and Technology Park (2018- Present)
Affordable Housing Chair – Pensacola Mayoral Transition Team (2022)
Board Chairman - Boys and Girls Club of Atlantic City (2014 – 2020)
Board of Directors – OceanFirst Holding Company NASDAQ: OCFC (2008 – 2020)
Board of Directors – NeighborWorks Florida Collaborative (2020 – Present)
Board Chairman - Greater Atlantic City Chamber of Commerce (2011 – 2013)
Member – Linwood Economic Development Committee (2008 – 2016)
Member – Five Flags Rotary, Pensacola, FL (2022 – Present)
Member – Navy League of the United States (2020 – Present)

Ballot – **Parks and Recreation Board**
November 14, 2024
Unexpired term ending March 31, 2025

Member

______ Justine Williams Roper

______ ______________________

Vote for One

Signed: ______________________________
Council Member

Ballot – **Parks and Recreation Board**
November 14, 2024
Unexpired term ending March 31, 2026

Member

_______ Bradley Boes

_______ Sam Young

Vote for One

Signed: ________________________________
Council Member

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-905 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Jennifer Brahier

SUBJECT:

EQUITABLE DEVELOPMENT FRAMEWORK PLAN FINAL PRINCIPLES - HOLLICE T. WILLIAMS STORMWATER PARK PROJECT

RECOMMENDATION:

That City Council approve the Equitable Development Framework Plan which includes community-driven principles and example applications for the Hollice T. Williams Stormwater Park Project and development with public funding within the 1/2 mile radius around the park area.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On February 5, 2024, the Community Redevelopment Agency (CRA) awarded a contract to Urban Design Associates (UDA) under RFQ No. 23-014 to update the Urban Core, Eastside, and Westside community redevelopment plans and to produce a preliminary Equitable Development Framework Plan(EDFP) for the Hollice T. Williams Stormwater Park project. The purpose of the EDFP is to counter negative developmental impacts catalyzed by the construction of the Hollice T. WIlliams Stormwater Park.The 5 to 8 equity principles that are included in the EDFP will guide Hollice T. Williams Stormwater Park design and effect development projects with public funding within a 1/2-mile radius of the park.

On July 15, 2024, the Community Redevelopment Agency (CRA) ratified amendment No. 1 to the contract with Urban Design Associates awarded under RFQ No. 23-014 to add another month of community engagement activities for the Equitable Development Framework Plan for the Hollice T. Williams Stormwater Park. These activities included multiple pop-up events with the Eastside community, as well as the two-day Party in the Park event. All community engagement ended the first week of August and the public survey closed on August 2nd.

On September 9, 2024, UDA presented the draft principles created for the Hollice T. Williams Equitable Development Framework Plan to City Council. These principles are based on community feedback received through the June stakeholder meetings and the July community engagement events.

PRIOR ACTION:

February 5, 2024 - The CRA approved the contract award to Urban Design Associates for the preparation of the Equitable Development Plan in conjunction with the Redevelopment Plan Updates for the three CRA districts, Eastside, Westside, and Urban Core.

July 15, 2024 - The CRA ratified amendment No. 1 to the contract with Urban Design Associates awarded under RFQ No. 23-014 to add another month of community engagement activities for the Equitable Development Framework Plan for Hollice T. Williams Park.

Semptember 9, 2024 - UDA presented the draft principles created for the Hollice T. Williams Equitable Development Framework Plan to City Council.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, Assistant CRA Division Manager
Rachel Bennett, Urban Design Planner

ATTACHMENTS:

1. Plan Slides

PRESENTATION: No

BLOCK-BY-BLOCK
CRAFTING A PLAN
PENSACOLA CRA
WESTSIDE · DOWNTOWN · EASTSIDE

EQUITABLE DEVELOPMENT PLAN

HOLLICE T. WILLIAMS STORMWATER PARK

PENSACOLA, FLORIDA | OCT. 25, 2024

URBAN DESIGN ASSOCIATES

Equitable Development Plan

BLOCK-BY-BLOCK
CRAFTING A PLAN
WESTSIDE · DOWNTOWN · EASTSIDE
PENSACOLA CRA

PREPARED FOR
Mayor Reeves
City of Pensacola

FUNDED BY
City of Pensacola

CONSULTANT TEAM
Urban Design Associates | Team Lead
James Lima Planning + Development | Economic Advisers
MonWin Consulting | Engagement and Planning
HDR Architecture | Transportation

FRIENDS OF HOLLICE T. WILLIAMS PARK

Anthony Williams
David Williams
DJ Williams
Gerald Williams
Larry Williams
Sabrina Williams
Rusty Branch
Teniade Broughton
Carlton Charles
Mark Gottschalk
George Grace
Kevin Hagen
An Hayward
Bart Hudson
Zac Lane
Tommy Lyter
Michelle Macneil
Joseph Marshall
David Mayo
Melanie Nichols
Allison Patton
Jon Shell
Eddie Todd
Christian Wagley
Tia Wallis
Tommy White
Tracy White
Jewel Cannada-Wynn
Doug Young

Table of Contents

Overview	**2**
Previous Planning Efforts	**4**
Neighborhood History	**6**
Defining Equitable Development	**8**
Defining Gentrification	**10**
Process	**12**
Outcomes of the Community Survey	**14**
Summary of the Values & Principles	**16**
Detailed Principles	**17**
Inclusive, Accessible, & Responsive	17
History & Culture	20
Economic Opportunity	22
Environmental Justice	24
Housing Affordability	26
Local Decision-Making	28
Next Steps	**29**
Appendix (Under Separate Cover)	**30**

Overview

As the City of Pensacola invests $25 million in the first phase of enhancements to make Hollice T. Williams Stormwater Park a 1.3-mile long signature park, equity is a priority.

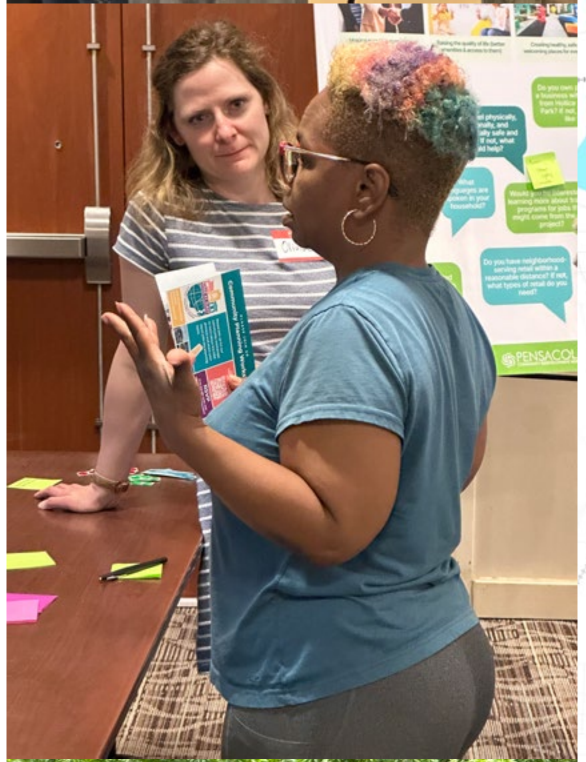
Hollice T. Williams Park is an important place in between the Eastside, Old East Hill, and North Hill neighborhoods. The Park is named after Hollice T. Williams, Sr., the first black man to be appointed to the Pensacola City Council and the first black man to become physical director of the YMCA.

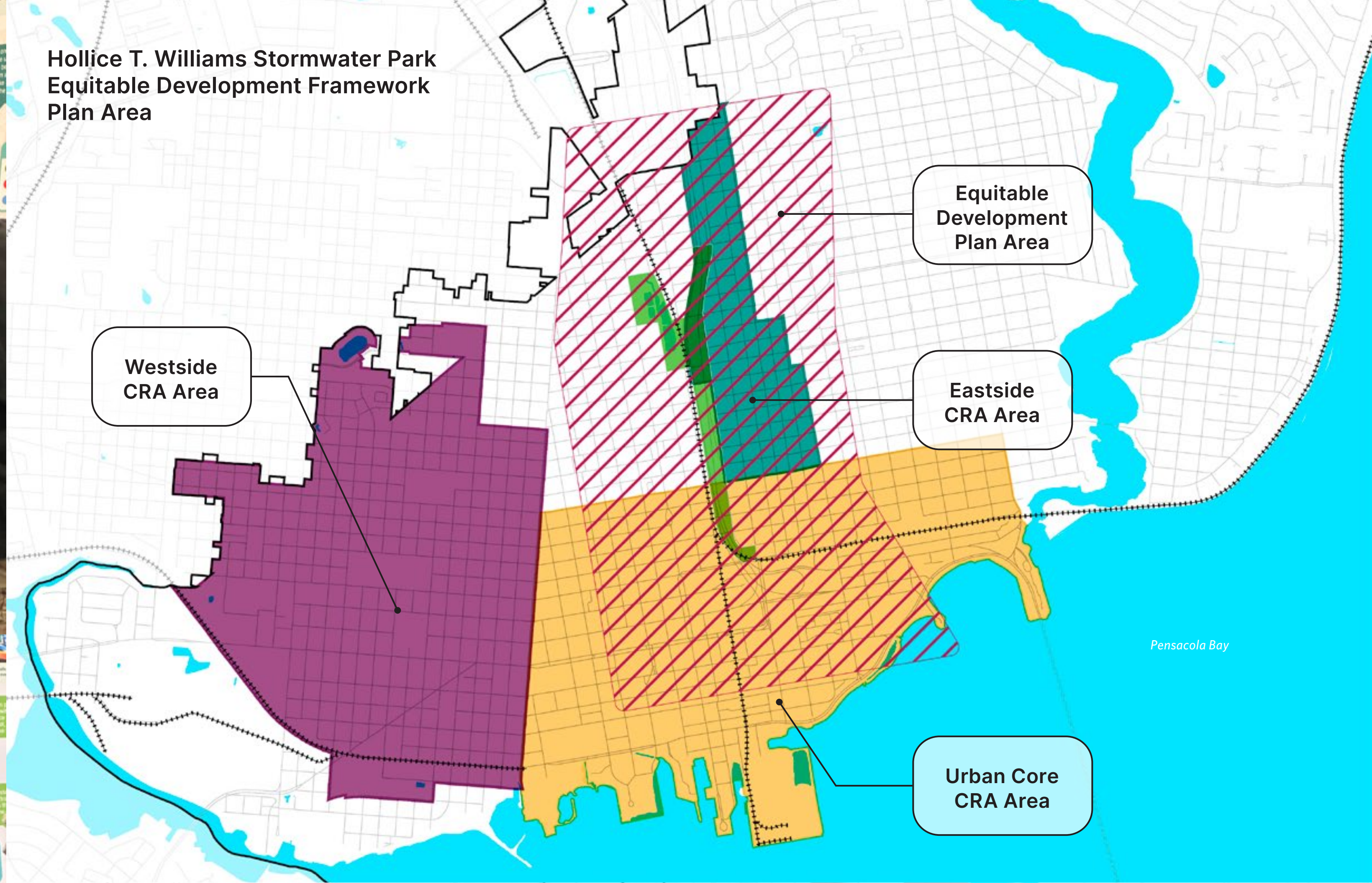
The park was created on the land remaining under and around the I-110 overpass, between E. Maxwell Street to the north and E. Wright Street to the south. The highway was cut through a thriving Black and African American neighborhood in the 1970s, uprooting and displacing long-standing homes, churches, businesses, and residents. Residents hold strong memories of the Lost Neighborhood. Hollice T. Williams Park is a physical reminder of the impacts of structural racism in Pensacola.

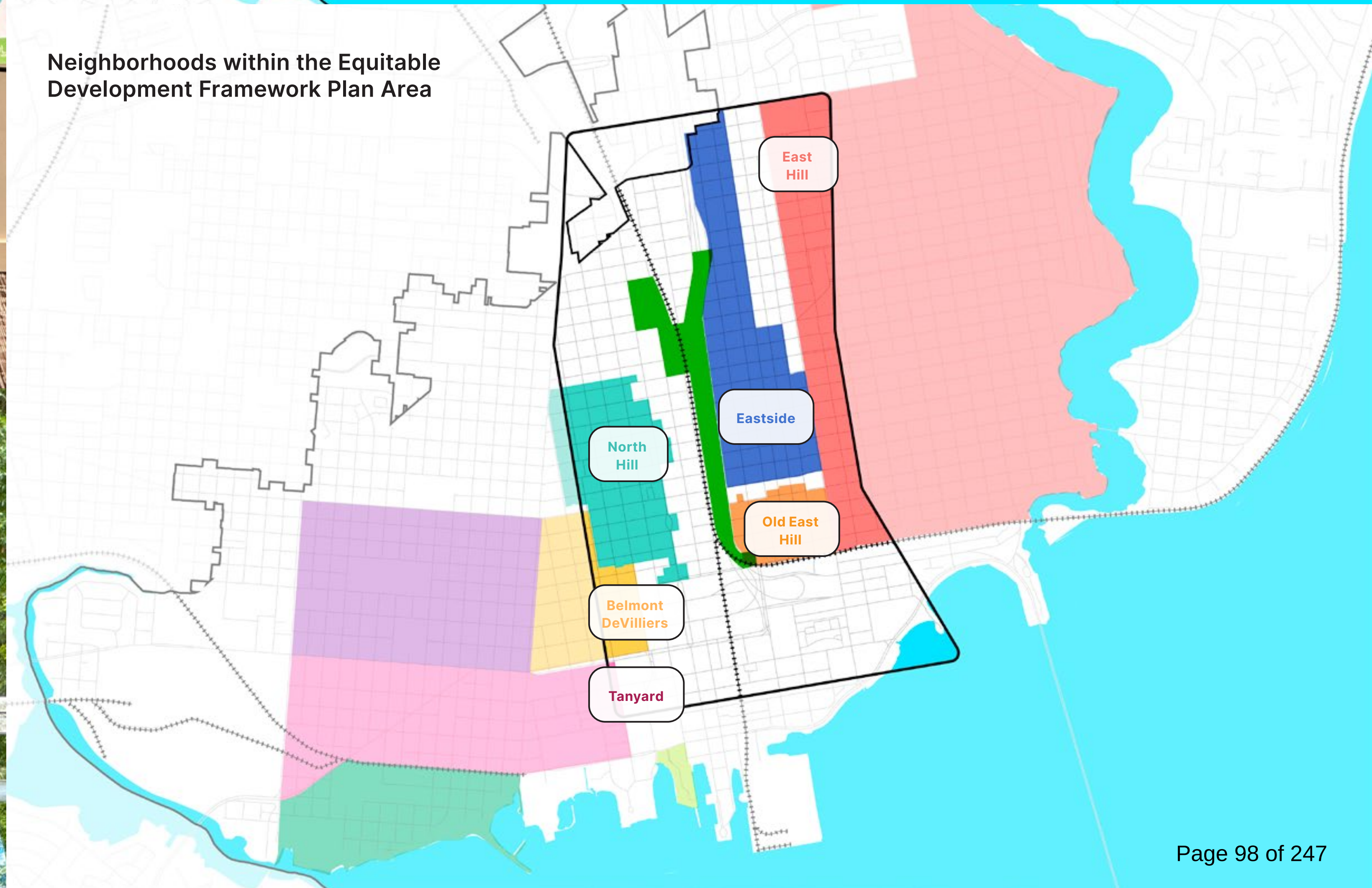
The park currently includes standard amenities — basketball courts, benches, a pavilion, the Cecil T. Hunter Pool, tennis courts, and walking paths. It also includes other programming like the Blake Doyle Skatepark and the From the Ground Up Community Garden. The communities surrounding the park have been exploring enhancing Hollice T. Williams to serve as a signature park. Planning efforts took place in 2004, 2010–2014, and 2021.

At the same time, there is a growing need for stormwater enhancements to prevent flooding in the adjacent neighborhoods and downstream. In 2023, the City applied for and received a $25 million CDBG-DR grant and a $5 million NRDA grant to fund the first phase of park improvements, including stormwater upgrades. Additionally, the City applied for and received a $1.2 million TA grant to fund a multi-use trail.

In 2023, Mayor Reeves attended the MICD Just City Mayoral Fellowship to learn about equitable development and received a review of the 2021 Hollice T. Williams Stormwater Park plan refinement. As a result of this engagement, the Mayor committed to developing this Equitable Development Framework Plan, which will guide the development of the park and development within a 1/2-mile radius of the park. It was determined that most people would walk up to a 1/2 mile to a quality park. Furthermore, national research shows that economic impacts of parks extends up to 2,000 feet from the park, just under a 1/2 mile.







Previous Planning Efforts

The community has been planning for Hollice T. Williams Park for two decades. The Equitable Development Framework Plan incorporated feedback and priorities from these previous planning efforts.

2004 Eastside Neighborhood Plan

The 2004 Eastside Neighborhood Plan began to explore enhancements to what was called "Central Park". It laid out basic ideas for a passive park with safe walking and bicycling connections to the surrounding neighborhood. The Eastside Neighborhood Plan prioritized family-friendly amenities and ensured the park would serve users of all ages.

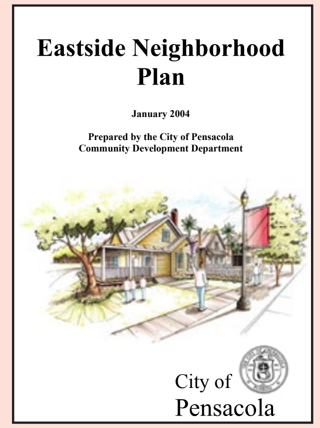
2010 Hollice T. Williams Greenway Framework Plan

In 2010, the surrounding neighborhoods participated in an inclusive process to more holistically imagine Hollice T. Williams Park. After extensive engagement, concept drawings for the park were developed, with prioritized amenities, including trails, community gardens, art that reflects the community, and gathering spaces for music, art, and cultural events.

2022 Hollice T. Williams Stormwater Park Plan Refinement

The purpose of the plan refinement effort was to confirm the desired park amenities and to develop a detailed plan that could be built. Residents and stakeholders did engage throughout this effort, but given the timing during the COVID-19 pandemic, the participation was not as broad as during the 2010 planning process. This is one of the reasons that additional engagement and design work is being pursued for the park concurrent with the Equitable Development Framework Plan.

2004 Eastside Neighborhood Plan


Eastside Neighborhood Plan

January 2004

Prepared by the City of Pensacola Community Development Department

City of Pensacola

Purpose
Central Park was one element of the larger neighborhood plan

Outcome
Very basic ideas for a passive park and connections to the neighborhood

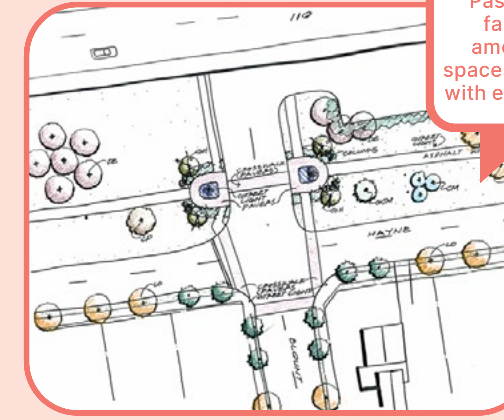
AMENITIES


Public restrooms at the tennis courts

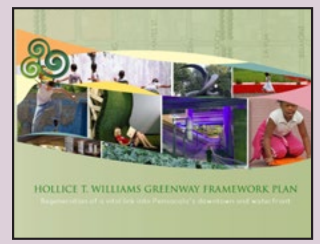

Family areas with playgrounds & seating


Safe walking connections to the neighborhood

Enhancements to Magee Field (parking, concessions, restrooms)


Original Park Concept: Passive park with family-friendly amenities (picnic spaces, multi-use path with exercise stations)

2010 Hollice T. Williams Greenway Framework Plan


HOLLICE T. WILLIAMS GREENWAY FRAMEWORK PLAN

Purpose
Develop the first drawing for Hollice T. Williams Park based on community input

Outcome
Park design that included the amenities the community wanted to see

AMENITIES

Pedestrian plaza


Interactive areas for children

Extensive open areas


Skate Park

Pool Facilities (recreational + competitive)


Community gardens

Recreation facilities (tennis, bike, polo, football)


Jazz festivals + community gatherings

Commercial + retail development

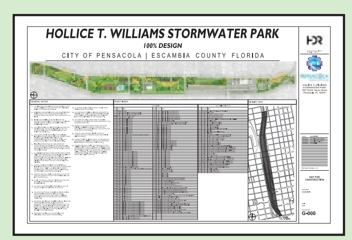

Trail with exercise stations

Boardwalk extension & water activities

Art in the park

Dog parks

2021 Hollice T. Williams Stormwater Park Plan Refinement


HOLLICE T. WILLIAMS STORMWATER PARK

100% DESIGN

CITY OF PENSACOLA | ESCAMBIA COUNTY FLORIDA

Purpose
Confirm the park amenities and turn the concept into a plan that could be built

Outcome
More detailed design of the park to guide construction

AMENITIES

Rain Gardens	Multi-use Fields	Playground	Dog Park	Demo Kitchen + Classroom	Public Art + Sculpture
Neighborhood History + Cultural Exhibits	Fitness Loop + Exercise Stations	Restrooms + Parking Areas	Splash Pad	Market Plaza	Storyboard + Community Timeline
Greenway Path	Youth Obstacle Course	Sand Volleyball	Amphitheater	Skate Park	Overlook

Neighborhood History

The history of the area around Hollice T. Williams Park is tied to the construction of I-110 in the 1970s. The construction of I-110 displaced the community that lived below the raised section of the roadway from Wright Street to Maxwell Street. The construction also threatened historic landmarks, including a live oak tree and St. Michael's Cemetery, which contains graves dating back to the 1700s. Famous Pensacolians, such as Williams, John Sunday, Chappie James Jr., and Cecil T. Hunter, once called the neighborhood home. Historically significant structures bearing their names in the neighborhood include the John Sunday House, Chappie James Museum, and Dr. John Lee Pickens Medical Office.

The Lost Neighborhood

- The area harmed by the construction of I-110 in the 70s, which uprooted and displaced a long-standing neighborhood of homes, churches, and businesses
- This effort is trying to repair the harm — by making sure new investments benefit everyone

Katherine A. Goldsmith, R.N.

- Registered nurse and educator
- Coordinated the first nursing program for Black students at the Booker T. Washington Vocational School, which later became a model for the U.S. Navy
- Taught at Pensacola Junior College and was the first Black person to become President of the Florida Nurses Association District 1
- Honored as Nurse of the Year and Educator of the Year

Historic Crystal Ice House

- Built in 1932 and open until the 1950s
- Sold ice to the neighborhood before homes had refrigerators
- Listed on the National Register of Historical Places

Dr. A.S. Magee Field

- A talented and trusted surgeon who owned a pharmacy at Alcaniz and LaRua Streets
- Worked closely with other African American doctors and nurses
- Performed surgeries in people's homes when Black doctors were not allowed to practice in hospitals during the early Jim Crow years

E.S. Cobb Center

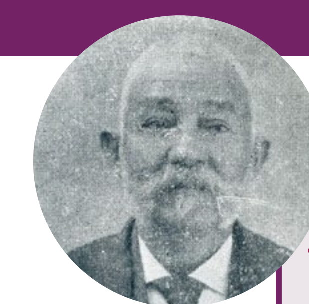
- Dr. Eli Sanford Cobb was a Pensacola native
- He served in the U.S. Army during WWI and returned to Pensacola after the war to practice medicine
- Dr. Cobb loved sports and started 2 semi-pro teams: the Pensacola Seagulls baseball team and the Pensacola Giants football team

Spencer Bibbs Academy

- Established in 1919
- Spencer Bibbs was the first African American Supervisor of Colored Schools in Escambia County
- The Academy served students through 4th grade
- Spencer Bibbs would use his own wagon to transport students above the 4th grade to the west side, so that they could continue their education

H & O Cafe

- Originally a dry goods store owned by Tierce Lee, a wealthy Black businessman and his brother Shef
- The building was bought by their brother Hamp and his wife Ola in 1944 and converted to H & O Cafe
- The building was then purchased by the Grier family in 1947, who operated the cafe for more than 60 years
- H&O became an informal place for the African American community to gather & organize during the Civil Rights era
- They are acclaimed for their traditional southern style food and have been visited by many local and national celebrities and politicians



John Sunday

- A war veteran who fought to end slavery and rebuild Pensacola after the Civil War
- Owned large areas of land and houses
- Donated his personal land to build St. Joseph's Catholic Church, at the request of his sister Mercedes
- Was a member of the 1874 Florida Legislature
- Served as a Pensacola alderman from 1878–1881 during Reconstruction
- Built a Creole School on Intendencia Street

General Daniel "Chappie" James Jr. Memorial Park

- Daniel "Chappie" James Jr. was the first African American four-star general, and one of America's first Black military airmen
- He was a Tuskegee Airmen Pilot graduate who trained pilots for the famed all-Black 99th Pursuit Squadron
- "Chappie" James was awarded the Distinguished Service Medal, Legion of Merit, and the Distinguished Flying Cross
- He was born and raised in the Eastside neighborhood

Defining Equitable Development

Equitable development is a term that may be familiar to some in the planning and development industries, but it has the potential to cause confusion. City staff and the team developed common language to describe equitable development and this process in straightforward terms, to ensure that everyone understood the effort. The following descriptions were provided to community stakeholders and residents throughout the planning process.

What is Equitable Development?

- Development that minimizes negative impacts (like increasing rents and home prices).
- Development that is inclusive to everyone, especially long-time residents and businesses.

Why is the City creating an Equitable Development Framework Plan?

- Given the history of this area and the negative impacts of I-110, the City wants the Hollice T. Williams Stormwater Park improvements to have a positive impact.
- The City believes existing residents deserve to live in healthy, safe, amenity-rich neighborhoods that reflect their culture.
- Residents deserve to have opportunities for jobs and property & business ownership.
- Residents and stakeholders deserve to participate in the decision-making process about the park and surrounding development.

What is an Equitable Development Framework Plan?

- A set of standards to ensure that future development in and around Hollice T. Williams Park benefits everyone.
- A set of shared values that represent the community's priorities as the park evolves, and how land is developed around it.

How will these values & principles be used?

- They will articulate the priorities of residents with regard to the design of Hollice T. Williams Park, including stormwater improvements.
- They will establish expectations for how development should impact the community surrounding the park (within a 1/2 mile).
- They will serve as criteria to help the City evaluate development projects seeking public funding or public approvals.
- They will serve as guidance for the City to decide the prioritization of funding for development projects and public improvements.

Defining Gentrification

People understand that as improvements are made and development happens, the positive and negative impacts often aren't felt equally by neighborhoods and individuals. To ensure participants understood the effort, the following definitions and common language were developed to describe gentrification, displacement, and economic growth. The communities surrounding Hollice T. Williams Stormwater Park are organized, active, and educated and wish to continue having an informed conversation about the positive and negative impacts.

What is Gentrification?
Gentrification is the process of change in a neighborhood or community marked by increases in prices for basic needs, increased economic investments, and demographic or cultural shifts, often resulting in the displacement of residents or businesses. Gentrification can include:

- Social changes
- Economic changes
- Cultural changes
- Physical change in the built environment

What is Displacement?
Displacement is a force that relocates people from where they are living or running a business. Displacement can be either physical or economic, and often, it's experienced as a slow building of pressure that leads to individuals making choices about whether to stay in a neighborhood or leave. Displacement might include:

- Newer housing stock being built, while older housing stock declines
- Rising costs for housing, services, and businesses
- Fluctuations in resident incomes
- Migration

When is it Displacement versus Gentrification?
Displacement and gentrification are related, but they are not entirely the same.

- Displacement is defined by the movement of residents and businesses. It is measurable. Oftentimes, it is seen in areas that are gentrifying, especially once the economic changes reach a tipping point.
- Gentrification is a process that creates the set of factors that lead residents and businesses to move, but it also causes other changes. Gentrification is multifaceted and much more complex to measure.

When is it Gentrification versus Economic Growth?

- Economic growth is positive for any community, especially for low-income communities. However, when that growth is not inclusive or accessible to certain groups, it is not equitable.
- Negative impacts of economic growth are often associated with gentrification, such as increasing rents and reduced affordability for existing residents.
- Equitable economic development aims to minimize the negative impacts of economic growth.

Process

The City developed a process to invite the community within the 1/2-mile project area to guide the priorities and principles of the Equitable Development Framework Plan. The Mayor formed the Friends of Hollice T. Williams Park group to advise on both the design of the park and the Equitable Development Framework Plan. The engagement process followed three steps:

- Step 1: Listening
- Step 2: Exploring Priorities
- Step 3: Developing the Plan

A series of outreach events celebrated the current use and future possibilities for the park. In late July, the Party in the Park brought hundreds of people to Hollice T. Williams Park for local food vendors and trucks, a game of skate at the Blake Doyle Skatepark, a slow ride with Bike Pensacola, tours of the From the Ground Up Community Garden, an artist's market, performances, and speeches by descendants of Hollice T. Williams and local historians knowledgable about the Lost Neighborhood. Over 330 people completed a survey expressing their priorities for making sure the design of the park and development around the park are equitable.

Which groups were engaged throughout the process?

- Friends of Hollice T. Williams Park
- Neighborhood Associations
- Residents
- Park Users
- Community Organizations

2024

JUN | JUL | AUG | SEP | OCT | NOV

PREPARATION
- Friends of Hollice T. Williams Park June Meeting

SURVEY OPENS
- Simple paper & virtual survey focused on Equitable Development Principles and Values

OUTREACH
- Coordination with community leaders
- Eastside Association Meeting
- Outreach through community and senior centers

PARTY IN THE PARK JULY 26-27
- Friday evening Slow Ride
- Working Session with members of the Eastside Association
- Saturday Bash Under the Freeway

DEVELOPMENT OF PRINCIPLES & VALUES

SURVEY CLOSES
- Summary of community input through the survey and in-person events

SHARING
- Eastside Association review of Values and Principles

COUNCIL BRIEFING
- September 9 Council Agenda Review

SHARING
- Friends of Hollice T. Williams
- Eastside Neighborhood Association

COUNCIL ADOPTION
- November 14 Council Meeting
- Equitable Development Framework Plan document

SATURDAY, JULY 27TH, 2024
Party in the Park — Bash Under the Freeway

FRIDAY, JULY 26TH, 2024
Party in the Park — Game of Skate and Slow Ride

TOP 10
Community Priorities

- » Be welcoming & safe to everyone
- » Meet the needs of all ages & abilities
- » Include community members in the decision-making process
- » Create comfortable gathering spaces
- » Create jobs for local residents
- » Address and prevent flooding
- » Provide programming for children and adults
- » Celebrate local history & culture
- » Create affordable housing
- » Allow community members to help guide, program, & manage park use

Outcomes of the Community Survey

LEARNING WHAT'S IMPORTANT TO PENSACOLIANS

The Community Equity Survey was offered in both hard copy form during events and in digital form accessible online. 335 individuals responded, sharing their priorities for the park and surrounding development. 94 individuals filled out the survey online, 142 people completed the survey during the Party in the Park events, and an additional 99 people completed the survey during smaller outreach events. The top 10 ranked community priorities (listed to the left) were used to inform the Equitable Development Values and Principles, along with conversations with key stakeholders, such as the Friends of Hollice T. Williams Park group and neighborhood associations.

33 Senior Bingo

4 Eastside Neighborhood Association Meeting

47 Bash Under the Freeway

95 Slow Ride & Game of Skate

94 Online Responses

22 Democratic Party BBQ

40 St. John Divine Back-to-School Event

Values & Principles

Values	Principles
Inclusive, Accessible, & Responsive	1 Ensure the park and new development is welcoming and accessible to everyone.
	2 Meet the needs of all ages & abilities.
	3 Create comfortable gathering spaces.
	4 Make it simple and affordable for community organizations and residents to host events in the park.
	5 Provide programming and recreational amenities that reflect the desires and needs of the surrounding community.
History & Culture	6 Honor & celebrate the history of the Lost Neighborhood & important places & people through signage, historical markers, public art, etc.
	7 Preserve existing community buildings and invest proactively to prevent deterioration .
Economic Opportunity	8 Create jobs and provide opportunities for wealth building for local residents.
	9 Require measurable positive impacts from development projects in the adjacent communities.
Environmental Justice	10 Address and monitor environmental impacts of the highway to minimize negative effects.
	11 Ensure stormwater projects don't have negative effects on the immediately adjacent community.
	12 Develop and fund a long-term maintenance plan for the park that is sustainable.
Housing Affordability	13 Create new affordable housing.
	14 Provide support to existing long-term homeowners so they can remain in their homes.
	15 Support and stabilize existing rental housing to prevent displacement.
Local Decision-Making	16 Include community members in the decision-making process.
	17 Demonstrate familiarity and responsiveness to existing community plans.

PRINCIPLE 1

Ensure the park and new development is welcoming and accessible to everyone.

	How could this be accomplished?	Who would implement?
1	Include design elements in the design of the park that recognize and celebrate the cultures of the people who live in the 1/2-mile radius around Hollice T. Williams Park.	Public Sector
2	Encourage, rather than discourage, people to spend time in the park, such as later park hours.	Public Sector
3	Implement a comprehensive protected walking and biking network within the 1/2-mile radius around Hollice T. Williams Park, which enables residents to safely commute to the park. This should be implemented by the City in alignment with the Active Transportation Plan.	Public Sector
4	For projects seeking public funding or approvals within the 1/2-mile radius of Hollice T. Williams Park, development should be designed to be welcoming to the community by including public art, murals, transparent storefronts, pedestrian-oriented elements like benches, awnings, patios, landscaping and shade, and frequent street-facing entrances	Private Sector

How to Understand these Recommendation...

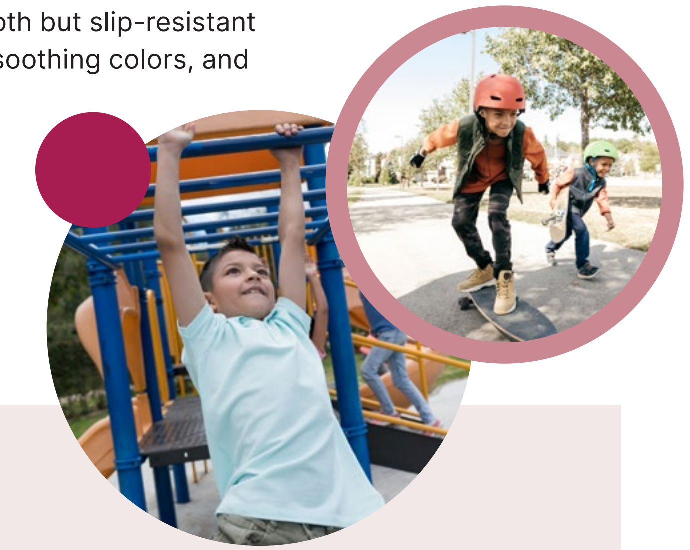
The Values and Principles grew out of the input from the Equitable Development Framework Plan process. They are meant to stand as the guiding policy for development in and around Hollice T. Williams Park.

The examples listed under "How could this be accomplished?" are meant as possible actions, policies, programs, or incentives that would ensure the principles are carried out. They help provide a more concrete understanding of how this plan could be implemented. In many cases, these examples describe programs and policies that don't exist yet. Not all examples will be implemented, and as the City continues to refine what's possible, other strategies may be added.

PRINCIPLE 2

Meet the needs of all ages & abilities.

How could this be accomplished?	Who would implement?
1 Include park amenities that are engaging and interesting for all ages (ranging from early childhood to school-aged children, teens, young adults, and seniors).	Public Sector
2 Design the park and development within 1/2 mile of Hollice T. Williams Park seeking public funding or approvals to be accessible to all abilities (including those with different physical, mental, and emotional abilities). Examples could include accessible swings, ramps, transfer platforms, ground-level play features, wider pathways, smooth but slip-resistant surfaces, sensory elements, sound instruments, soothing colors, and textures.	Public/Private Sector



PRINCIPLE 3

Create comfortable gathering spaces.

How could this be accomplished?	Who would implement?
1 Provide spaces in the park where community members can hold larger gatherings and celebrate special events with friends and family	Public Sector

PRINCIPLE 4

Make it simple and affordable for community organizations and residents to host events in the park.

How could this be accomplished?	Who would implement?
1 Offer reduced or waived fees for community members for event permits; explore creative ways to lessen the requirements for insurance, road closures, security, etc.	Public Sector
2 Consider a City staff position to act as a community navigator or liaison, who could help residents navigate the permit application process.	Public Sector

PRINCIPLE 5

Provide programming and recreational amenities that reflect the desires and needs of the surrounding community.

How could this be accomplished?	Who would implement?
1 Design the park amenities, features, and programming to appeal to the existing residents of the surrounding neighborhoods.	Public Sector
2 Incorporate current and past community input about the needs and desires of the residents for park elements and programs.	Public Sector
3 Create a Program Plan for Hollice T. Williams Stormwater Park that encompasses the variety of programs, services, and activities.	Public Sector
4 Require developers working in the 1/2-mile radius of the park seeking public funding or approvals to make an intentional effort to lease ground floor space at an affordable rate to businesses that serve the existing community's interests and needs (prevent changing the dynamic and culture of the neighborhood by only appealing to outside customers). The City could examine the potential incentives for this effort (such as a tax abatement on tax bills for business owners who commit to this effort).	Public/Private Sector

PRINCIPLE 6

Honor and celebrate the history of the Lost Neighborhood and important places & people through signage, historical markers, public art, etc.

	How could this be accomplished?	Who would implement?
1	Invest in a dedicated historic preservation and documentation project to understand the various histories of the Lost Neighborhood and the neighborhoods surrounding Hollice T. Williams Park; incorporate and formalize the research that members of the Pensacola community have begun; include both formal histories as well as personal ones; allow for opportunities for residents to share photographs and oral histories.	Public Sector
2	Develop a well-designed, interactive theme that weaves history and stories throughout the park that not only informs users about the history, but encourages them to interact with it (for example, 3D structures they can walk in and through, music-based exhibits, etc.)	Public Sector
3	Developers that are working within a 1/2 mile of the park and seeking public funding or approvals should incorporate public art that honors the history of the neighborhood into their buildings and exterior spaces.	Private Sector

PRINCIPLE 7

Preserve existing community buildings and invest proactively to prevent deterioration.

	How could this be accomplished?	Who would implement?
1	Create and publicize the reinvestment and maintenance schedule for public buildings in the vicinity of Hollice T. Williams Park (such as the E.S. Cobb Center, etc.) so the community can see that the City is proactively preventing the decline of buildings with cultural significance.	Public Sector
2	Create a public grant or loan program to support business owners in preserving, updating, and growing their businesses, properties, and buildings.	Public/ Private Sector
3	Outreach to businesses, property owners, developers, and other public agencies who are interested in renovating community anchors (such as the H&O Cafe, Spencer Bibbs Center, Oliver's Flowers, the Ice House, etc.); support owners with the application process and connect them to additional funding with matching requirements.	Public/ Private Sector
4	Work with important community organizations and anchors, such as youth athletic programs, to make improvements to the public parks where programming occurs; look for creative projects that will serve the needs of the community, such as creating space for children to do homework after school.	Public Sector

PRINCIPLE 8

Create jobs and provide opportunities for wealth building for local residents.

	How could this be accomplished?	Who would implement?
1	The City expects developers to follow the City's Covenant for the Community. In particular, projects within a 1/2 mile of Hollice T. Williams Park that are seeking public funding or approvals should hire local residents and M/W/DBE companies to participate in the construction or operations of new development, exceed Section 3 program requirements for any projects receiving state or federal funding, or develop an internal workforce development program that trains residents and connects them to current and future opportunities.	Private Sector
2	Establish a monthly market or regular series of events to provide an opportunity for local vendors to sell their products; build spaces into the park to easily facilitate these types of events (kiosks, multi-use structures, power, lighting, shade, etc.).	Public Sector
3	Invest in building permanent structures/kiosks, or temporary elements with the basic amenities (water/power) that will provide an opportunity for local vendors to share their goods on a regular basis.	Public Sector

PRINCIPLE 9

Require positive impact(s) from development projects in the adjacent community or communities.

	How could this be accomplished?	Who would implement?
1	Developers may demonstrate positive impact through the creation of jobs, leasing space to entrepreneurs and local businesses at an affordable rate, programming the building with neighborhood-serving uses, including affordable housing into their development, or other creative strategies.	Private Sector
2	Develop a minority developer mentorship program that includes an annual training program and a program that pairs experienced developers with access to capital with minority developers or individuals with an interest in development to grow the pool and capacity of the development community in Pensacola; offer funding opportunities for alumni of the program.	Public/Private Sector
3	Connect small businesses that serve the local market with neighborhood-serving retail (corner markets with fresh food, ice cream shop, diners and restaurants, etc.) to resources, funding opportunities, and developers with lease-able space.	Public/Private Sector

PRINCIPLE 10

Address and monitor environment impacts of the highway to minimize negative effects.

How could this be accomplished?	Who would implement?
1. Invest in and install mitigation elements such as plants/trees with natural purifying functions (pines and cypresses, silver birch, yew, and elder trees) or noise barriers that can reduce the impact of the highway on users of the park and residents of surrounding neighborhoods.	Public Sector
2. Invest in ongoing environment monitoring in the park and several blocks in to the neighborhood to determine the environmental impacts of the highway and to track the effectiveness of mitigation strategies.	Public Sector

PRINCIPLE 11

Ensure stormwater projects don't have negative effects on the immediately-adjacent community.

How this could be accomplished?	Who would implement?
1. Design the stormwater management within Hollice T. Williams Park project to have a positive impact not only on the overall region, but to ensure that there is no negative impact on the immediately-surrounding blocks and neighborhoods.	Public Sector
2. Design and execute an education campaign including messaging, materials, and meetings to explain how flooding mitigation improvements will not exacerbate existing flooding; materials should be communicated simply, with diagrams and animations to make sure all residents understand that they will not be negatively impacted and how the system will work.	Public Sector
3. Developers within the 1/2-mile radius who incorporate low-impact development strategies and demonstrate that the project will not have negative downstream impacts may utilize stormwater credits from the Hollice T. Williams Stormwater Park.	Private Sector

PRINCIPLE 12

Develop and fund a long-term maintenance plan for the park that is sustainable.

How could this be accomplished?	Who would implement?
1. Dedicate sufficient and sustainable funding for maintenance, safety, and lighting within the park so that the new park remains an asset in the community that will uphold and bolster surrounding property values and act as a safe, clean place for residents to recreate and enjoy.	Public Sector
2. Create a caretaker or ambassador program with a higher level of operating partner to maintain and manage park amenities and programs.	Public Sector
3. Create a corporate philanthropic program that could help reduce fees for low-income vendors and contribute to an Operation and Maintenance Fund.	Public Sector
4. Organize non-profits and local volunteer groups that help raise funds for special programming in the park, supplement by cleaning up litter, and adopt the park as a place that private citizens care about and take care of.	Private Sector

PRINCIPLE 13

Create new affordable housing.

	How could this be accomplished?	Who would implement?
1	Build mixed-income and affordable rental housing that is attainable for the residents of the surrounding neighborhoods; provide public incentives to help close gaps and upgrade infrastructure.	Public/ Private Sector
2	Partner to build affordable for-sale infill housing in vicinity of the park; provide first-time homebuyer incentives and work with non-profits to close funding gaps to increase the number of homes that can be brought on-line each year.	Public/ Non-Profit Sector
3	Acquire land with public funds and solicit development partners through RFP processes for affordable housing, with the goal that the housing should be affordable to the average income of families in the immediate neighborhood.	Public Sector

PRINCIPLE 14

Provide support to existing long-term homeowners so they can remain in their homes and realize increased values.

	How could this be accomplished?	Who would implement?
1	Explore tax additional incentives for long-term homeowners and educate and support residents in applying for Pensacola's Save Our Homes homestead classification, which limits annual property tax increase to 3%.	Public Sector
2	Create a robust outreach and information campaign to educate homeowners about available funding programs for home improvements	Public Sector
3	Partner to increase the funding available for residential property improvements (with foundations, other sources of public funding, affordable housing trust funds, bonds, etc.)	Public/ Non-Profit Sector
4	Expand pro-bono legal & estate planning services to ensure residents have clear title documentation so wealth can be passed between generations.	Public/ Non-Profit Sector

PRINCIPLE 15

Support and stabilize existing rental housing to prevent displacement.

	How could this be accomplished?	Who would implement?
1	Apply the City of Pensacola's Residential Anti-Displacement and Relocation Policy (which applies to all activities undertaken through the uses of CDBG, HOME, and other federal funding), and expand it to apply to all projects in the 1/2-mile radius of Hollice T. Williams park seeking public funding or approvals.	Public Sector
2	Tie financial incentives for improvements to owners' and developers' cooperation in keeping rents affordable and preventing displacement within the neighborhoods surrounding Hollice T. Williams Park.	Public/ Private Sector
3	Use public funds to purchase affordable properties whose affordability is expiring in the coming 5 years and partner to re-syndicate and preserve affordability.	Public Sector

PRINCIPLE 16

Include community members in the decision-making process.

	How could this be accomplished?	Who would implement?
1	Support the formation and capacity building of strong neighborhood associations; share regular updates about consequential projects happening within the vicinity of the park with the relevant neighborhood associations; hold developers accountable for coordinating with the neighborhood associations for support.	Public Sector
2	Developers who meet with, present to, and seek letters of recommendation from the relevant neighborhood associations impacted by their projects will receive higher priority when applying to the City/CRA for any funding, entitlements, or approvals.	Private Sector
3	The City will commit to increased communication about project updates by scheduling regular meetings with the relevant neighborhood associations.	Public Sector

PRINCIPLE 17

Demonstrate familiarity and responsiveness to existing community plans.

	How could this be accomplished?	Who would implement?
1	Developers working within 1/2 mile of Hollice T. Williams park seeking public funding or approvals must demonstrate that proposals comply with the CRA plans and/or the Equitable Development Framework Plan principles.	Private Sector

Next Steps

This Equitable Development Framework Plan defined the high-level values and principles that should guide design of the Hollice T. Williams Stormwater Park and public and private projects within a 1/2-mile radius of the park. However, additional details will be needed to adopt specific policies and funding incentives to accomplish these values and principles.

The next step should be to commission a more detailed set of recommendations, supported by a consensus negotiation process that involves elected and appointed officials, community leaders, and other key stakeholders. A Step 2 document should outline the policies that the City is committed to putting in place to ensure that negative impacts (like increasing rents and home prices) are minimized and development is inclusive to everyone, especially long-time residents and businesses.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-859 City Council 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF BID NO. 24-040 - ROGER SCOTT POOL FACILITIES

RECOMMENDATION:

That City Council award Bid No. 24-040, Roger Scott Pool Facilities to Biggs Construction Co. Inc, of Pensacola, Florida, the lowest and the best responsible bidder, for a base price of $845,742.00 plus 8% contingency in the amount of $67,659.36 for a total price of $913,401.36. Further, the 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:

The project involves building a new restroom building at Roger Scott Pool Facilities, replacing the temporary bathrooms. This restroom will have separate men's and women's sections, and a janitor's closet. The building will be around 860 square feet, constructed with concrete and insulated walls, and will have a metal roof, new sidewalks around the building and the restored surrounding areas to match the existing landscape. The previous restroom facilities fell into a state of disrepair, which initiated this construction project. City staff has been coordinating with the Florida Department of Health over the past few years, which is the state agency that is responsible for permitting public swimming pools and corresponding facilities.

PRIOR ACTION:

NONE

FUNDING:

Budgeted

$802,040.00 LOST IV - Roger Scott Pool Restrooms
$397,960.00 General Fund - Roger Scott Pool Restrooms

$1,200,000.00	TOTAL
Actual	
$845,742.00	Construction Contract
$67,659.36	8% Contingency
$183,735.00	Engineering Design + Demolition Services
$1,096,596.36	TOTAL

FINANCIAL IMPACT:

Funding in the amount of $802,040.00 has been appropriated in the LOST IV - Roger Scottt Pool Restroom and an additional funding in the amount of $397,960.00 is available in the General Fund - Roger Scott Pool Restroom for this project. To date, $183,735.00 has been expended or encumbered for items related to engineering design and demolition costs, leaving a balance of $1,016,265.00. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
David Forte, Deputy City Administrator
Russell Sweatt, Director, Facilities and Fleet Department Director

ATTACHMENTS:

1. Notice of Intent and Bid Tabulation
2. MAP
3. Email Confirmation from Design Consultant

PRESENTATION: No

FINANCIAL SERVICES
PURCHASING

TO: Respondents to Bid No. 24-040, Roger Scott Pool Facilities

FROM: Dedria Lunderman, Purchasing Manager

DATE: August 20, 2024

SUBJ: Notice of Intent to Award

The City of Pensacola intends to award the contract to Biggs Construction Company, Inc., as indicated on the attached tabulation. Thank you for your interest in the City's project. This notice serves as the City's notice of intent to award.

Protest of the intent to award must be in writing and received in the Purchasing Office within five business days, no later than 10:00 A.M. on August 26, 2024. Protest must be delivered to:

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

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

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

cc: Russell Sweatt, Director of Facilities & Fleet, City of Pensacola

TABULATION OF BIDS

BID NO: 24-040

TITLE: ROGER SCOTT POOL FACILITIES

Submittals Due: 08/13/2024, 2:30 P.M. Department: Facilities & Fleet	BIGGS CONSTRUCTION COMPANY, INC. Pensacola, FL	JOY GORDON CONSTRUCTION, LLC Cantonment, FL	HEWES & COMPANY, LLC Pensacola, FL
Base Bid	$845,742.00	*non-responsive*	*non-responsive*
Additive Alternate	$730,947.00		

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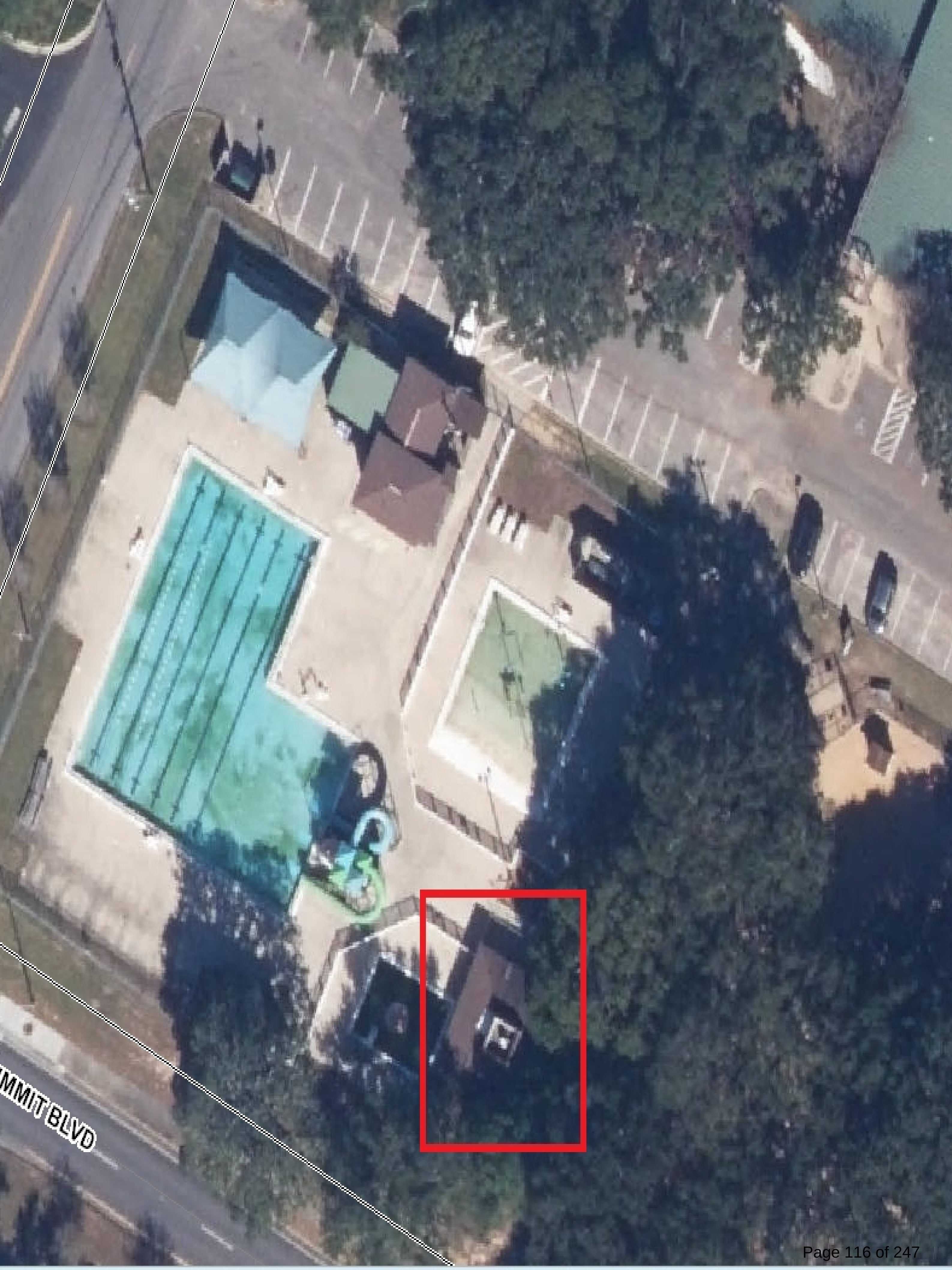
MMIT BLVD

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-962 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

ENERGY AND EFFICIENCY BLOCK GRANT PROGRAM DEPARTMENT OF ENERGY - GRANT NO. IA-0000001061 - BAYVIEW COMMUNITY CENTER SOLAR PROJECT

RECOMMENDATION:

That City Council approve the acceptance of grant funds, in the amount of $122,770.00, from the Department of Energy's Energy and Efficiency Conservation Block Grant Program, Grant No. IA-0000001061 for the Bayview Community Resource Center Solar Project. 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 staff recently applied for grant funds through the Department of Energy's Energy and Efficiency Conservation Block Grant Program for the design and installation of a solar array system on the roof of the Bayview Community Resource Center. The building provides a great canvas for solar panels on it's flat and angled roof, exposing it to the sun's rays. The Bayview Community Resource Center was one of five City-owned buildings included in the 2022 "Solar Panel Structural Assessment" and its evaluation on the return on investment deemed it the best option of the five buildings to begin with. This center is open to the public, has office spaces utilized by City employees, and is a venue space operating into the evening. This will be the City's first rooftop solar array system project, which will serve as an example and educational tool, and will help lower City's greenhouse gas emissions and energy bill.

PRIOR ACTION:

None

FUNDING:

Budget	$122,770	Energy Efficiency and Conservation Block Grant Program (EECBG) - Grant-Provided Funds
	$177,230	LOST IV Funds - Energy Conservation & Efficiency Improvements - City's Budgeted Funds
	$300,000	Total Budget
Actual	$300,000	Total Project Costs - Design, Install, and Permitting (Estimate)

FINANCIAL IMPACT:

This project will be partially funded by EECBG Program grant funding in the amount of $122,770. The remaining $177,230 needed to complete the project is currently appropriated within the LOST IV Energy Conservation & Efficiency Improvement funds. Adoption of the supplemental budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE - Director of Public Works/Engineering

ATTACHMENTS:

1. Equipment Rebate Terms and Conditions
2. EECS-City of Pensacola-7-26-2024
3. Individual Application_ IA-0000001061
4. Supplemental Budget Resolution No. 2024-82
5. Supplemental Budget Explanation No. 2024-82

PRESENTATION: No

Special Terms and Conditions

Entity Name:___________________________________ ("Recipient"), which is identified in the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	Federal Assistance Reporting Checklist (FARC)[1]
Attachment 2	NEPA Determination[2]

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

[1] The FARC will be provided at a later date.
[2] The NEPA Determination is attached to your application in the EECBG Program Voucher Application Portal

Table of Contents

Subpart A. General Provisions 4

Term 1. Legal Authority and Effect 4
Term 2. Flow Down Requirement 4
Term 3. Compliance with Federal, State, and Municipal Law 4
Term 4. Inconsistency with Federal Law 4
Term 5. Federal Stewardship 4
Term 6. NEPA Requirements 4
Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress 5
Term 8. Reporting Requirements 5
Term 9. Lobbying 5
Term 10. Publications 5
Term 11. No-Cost Extension 6
Term 12. Property Standards 6
Term 13. Insurance Coverage 6
Term 14. Real Property 7
Term 15. Equipment 7
Term 16. Supplies 8
Term 17. Property Trust Relationship 8
Term 18. Record Retention 8
Term 19. Audits 8
Term 20. Indemnity 9
Term 21. Foreign National Participation 9
Term 22. Post-Award Due Diligence Reviews 9

Subpart B. Financial Provisions 10

Term 23. Maximum Obligation 10
Term 24. Refund Obligation 10
Term 25. Allowable Costs 10
Term 26. Decontamination and/or Decommissioning (D&D) Costs 10
Term 27. Use of Program Income 10
Term 28. Payment Procedures 11
Term 29. Budget Changes 11

Subpart C. Miscellaneous Provisions 12

Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities 12
Term 31. System for Award Management and Universal Identifier Requirements 12
Term 32. Nondisclosure and Confidentiality Agreements Assurances 14
Term 33. Contractor Change Notification 15
Term 34. Recipient Integrity and Performance Matters 16
Term 35. Export Control 18
Term 36. Interim Conflict of Interest Policy for Financial Assistance 18
Term 37. Organizational Conflict of Interest 18
Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment 19
Term 39. Human Subjects Research 20
Term 40. Fraud, Waste and Abuse 21

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements 21

Term 41. Reporting, Tracking and Segregation of Incurred Costs 21

Term 42. Davis-Bacon Requirements 22
Term 43. Buy American Requirement for Infrastructure Projects 23
Term 44. Affirmative Action and Pay Transparency Requirements 29
Term 45. Potentially Duplicative Funding Notice 29
Term 46. Transparency of Foreign Connections 29
Term 47. Foreign Collaboration Considerations 30

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (https://doerebates.my.site.com/eecbgvouchers/s/), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable to all subcontractors as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all sub contractors and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a

NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Condition(s):
NEPA Logs if conducting potentially ground disturbing activities.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX"

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. **Government-Initiated Audits**

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)
The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE’s request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national’s participation in the Award. Likewise, DOE may elect to deny a foreign national’s access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 27. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the

Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 28. Payment Procedures

A. Method of Payment
Payment will be made by reimbursement by CFO through ACH. Equipment rebate voucher applications will be approved for payment by DOE once the equipment has been installed and all required documentation has been provided.

B. Payments
All payments are made by electronic funds transfer to the bank account identified attached to the Recipient's UEI and identified in the Recipient's SAM.gov account.

C. Unauthorized Drawdown of Federal Funds
For each budget period, the Recipient may not spend more than the Federal share authorized to that award, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent in excess of the authorized amount.

A. Supporting Documents for Agency Approval of Payments

DOE may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, proof of installation and other expenditure explanations that justify the payment requests.

Term 29. Budget Changes

A. Budget Changes Generally
The Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost stated in the budget on the recipient's application.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, stated in the budget on the recipient's application.

Subpart C. Miscellaneous Provisions

Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 31. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, tThe Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions
For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients*

and Contractors and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 32. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 33. Contractor Change Notification

Except for contractors specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified contract agreements, including naming any To Be Determined contractors. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the service to be provided or the equipment to be purchased.
- An assurance that the process undertaken by the Recipient to solicit the contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected contractor and that the Recipient's written standards of conduct were followed.[3]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the contractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting contract agreement.

[3] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify contractor agreements under this agreement, but the Recipient may not proceed with the contractor agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the contractor documentation stipulated above, the Recipient may proceed to award or modify the proposed contractor agreement.

Term 34. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
ii. Reached its final disposition during the most recent five-year period; and
iii. Is one of the following:
    1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
    2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
    3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 35. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.
The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 36. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

Term 37. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 39. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 41. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 42. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts.

(2) being responsible for compliance by any subcontractor with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, , contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver
A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

Term 43. Buy American Requirement for Infrastructure Projects

**NOTE: Buy American Requirements only apply to awards over $250,000. Please disregard this section if your total EECBG Program award is less than $250,000.*

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or enginSCEPd wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is "non-available" is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver ("non-availability") has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 44. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients and contractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[4] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 45. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 46. Transparency of Foreign Connections

[4] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 47. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

____ ____________

Authorized Signature Date

Name:

Title:

Entity Name:

ENERGY EFFICIENCY AND CONSERVATION STRATEGY

Grantee: City of Pensacola
State: Florida
Date: 07/25/2024
UEI Number: UBMRAF87HQF5
Program Contact Email: kkuhn@cityofpensacola.com

Local and tribal governments must submit a proposed Energy Efficiency and Conservation Strategy (EECS) to the Department of Energy (DOE) to meet the statutory requirements for the EECBG Program. The recipient must provide the information outlined in Section 1 to meet the EECS requirement. **Please note that questions 4 and 5 of Section 1 are for *local governments only***. Tribal governments may skip questions 4 and 5 of Section 1 of the EECS. Section 2 of the EECS is optional for both local and tribal governments.

Section 1 (*required*):
Local and tribal governments must include within their proposed strategy a description of their goals for increased energy efficiency and conservation in the jurisdiction. Does your local government have existing energy efficiency and conservation or related goals?

Yes, our government does have an existing goal and contains the following.

Goal Name	Specific goal (e.g. 80% GHG reduced from 1990 levels)	Target year (e.g. 2050)
Clean energy use goal	30% renewable energy target for City-owned facilities and operations	2030

Does your local or tribal government have an existing plan or strategy document (e.g., climate action plan, energy conservation plan, comprehensive energy plan, etc.) to reduce energy use, increase energy efficiency, reduce emissions, or train workers for high-quality energy efficiency jobs? **No**

Please briefly describe your strategy to achieve your goals listed in Question 1
The City does not currently have a published strategy, we do, however, have two solar assessments (feasibility and structural) that were performed on City buildings, a Baseline Greenhouse Gas Inventory Report, a Tree Inventory and Canopy Study, Vulnerability Assessment, and Climate Action Recommendations: A Blueprint for Addressing Climate Change at the Municipal Level to assist us in making informed decisions.

Are you planning to use an EECBG Program Blueprint? **No**

We plan to apply our EECBG Program funds to the following categories of work:
Renewable energy on government buildings

How will your use of funds help your unit of government meet its strategy/goals?
The funds will help the City achieve our 30% renewable by 2030 goal effectively helping the City's operations reduce its greenhouse gas emissions.
Provide a brief description of your project:
The City of Pensacola's building, the Bayview Community Resource Center, will have a solar array and battery system installed. This building is open to the public, has office space for City employees, and is a venue space operating into the evening. This will be the City's first rooftop solar array and battery system project, which will serve as an example and educational tool, and will help lower the City's greenhouse gas emissions and energy bill.

(For local governments only) Local governments must coordinate and share information with the State in which the eligible local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under the EECBG Program. Have you coordinated and shared your planned activities with your State? Please describe how you plan to coordinate with your state:
Yes

Please describe how you plan to coordinate with your state:
An email was sent to the State of Florida Clearinghouse and received a reply to proceed with our project. The City of Pensacola has worked with the Florida Department of Environmental Protection in the past and maintains a relationship with the department. With this project, we plan to coordinate with the Florida Department of Environmental Protection about the proper disposal of solar panels once their lifespan expires.

(For local governments only) Local governments must take into account any plans for the use of funds by adjacent eligible local governments that receive grants under the EECBG Program. Have you taken into account how adjacent eligible units of local governments plan to use their funds?
Yes

Section 2 (*optional*):
Do you have a plan to collaborate with other eligible units of government?
No

Are you planning to partner with other organizations including utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations for your project? **No**

Have you engaged local stakeholders (such as utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations) in the development of your plan and/or how you intend to use your EECBG Program allocation?

Will this EECBG Program funding help you to access additional sources of funding?

1. Would you like assistance in identifying other sources of funding?

Do you anticipate needing support for your project development/implementation?

Do you anticipate the project(s) you use this funding for will continue after the EECBG Program funding period?

1. What would help you to continue? (Check all that apply)
If other please explain:

How do you intend for your project(s) to benefit disadvantaged communities? (Check all that apply)

If other, please explain:

How will your strategy support the goal that 40% of the overall benefits of certain federal investments flow to disadvantaged communities, in line with the Justice40 initiative?

ouchers/s/about-the-program) Submit Application My Applications (/eecbgvouchers/s/my-applications)

Individual Application

Applied Date	Account	Application Status	RecordType Name
7/26/2024, 2:20 PM	Pensacol…	Project In-Progress	Equipment Rebates Application

Record Detail (?Tabset-3a4af=1) Related List (?Tabset-3a4af=2) Reporting (?Tabset-3a4af=D07bb) LCPtracker Registration (?Tabset-3a4af=370a6) Annua

Individual Application

Application ID
IA-0000001061

Application Status
Project In-Progress

Account
Pensacola (/eecbgvouchers/s/detail/001Ph00000G353ZIAR)

Category
Rebates

Contact
Katherine Kuhn (/eecbgvouchers/s/detail/003Ph00000EKqVRIA1)

Total Line Items
2

Application Number
EECEQ-01061

Planning to team with other entities?
No

Project Information

Sectors served
Local Government

How the project serves DACs
Although the project site is not located in a disadvantaged community, it is a facility and park that is open to the public, and, according to the Climate and Economic Justice Screening Tool, DACs are located 2 miles North and West of the project site.

Other Project Sector

One to Two Sentence Summary
The City of Pensacola's building, the Bayview Community Resource Center, will have a solar array and battery system installed. This building is open to the public, has office spaces utilized by City employees. and is a venue space operating into the evening. This facility also hosts many educational and outdoor programs for children. A portion of the building houses watercrafts for "outdoor pursuits", involving kayaking, paddleboarding, and more. This will be the City's first rooftop solar array and battery system project, which will serve as an example and educational tool, and will help lower City greenhouse gas emissions and energy bill.

Eligible Activities
On-site Renewable Energy On or In a Government Building

Serves disadvantaged communities (DACs)?
Yes

Budget Information

EECBG Program Formula Allocation Amount
$122,770.00

Total Voucher Estimate
$122,770.00

Using multiple EECBG recipients formula?
No

Total Teaming EECBG Formula Allocation

Program Metrics and Compliance Requirements

Program Metrics
Equipment Purchased;Renewable Energy

Davis-Bacon Assurance Letter SIgned by

Other Program Metric

Davis-Bacon Assurance Letter Signed Date
7/25/2024

Applicable NEPA SOW
NEPA EQ-1

Terms and Conditions

Terms And Conditions Signed By
Katherine Kuhn

Terms And Conditions Signed Date
7/25/2024

Application Milestones

Applied Date
7/26/2024, 2:20 PM

Approved Date

Financial Report (SF-425)

Financial Report Submitted Date

One Time Location Report

One Time Location Report Submitted Date

Annual Historic Preservation Report

Annual Historic Report Completed?

Annual Historic Report Year

Annual Historic Report Submitted Date

NEPA Report

NEPA SOW1 submission?

NEPA Report Submitted Date

Davis Bacon Act Report

Comply DBA Standards?

DBA Report Submitted Date

Semi-Annual Davis Bacon Act (DBA) Report

Semi Annual DBA Type

Semi Annual DBA Submitted Date

Single Audit Report

Expend 75000 or more?

Upload Single Audit Copy?

Single Audit Report Submitted Date

RESOLUTION
NO. 2024-82

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; 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	319,500
To:		
Reads	Federal Grants	442,270
To:	Capital Outlay	122,770

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

NOV 2024 - SUPPLEMENTAL BUDGET RESOLUTION - EECBG BAYVIEW SOLAR PROJECT - RES NO. 2024-82

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	122,770	Increase appropriation for Federal Grants
Total Revenues	122,770	
Appropriations		
Capital Outlay	122,770	Approperating Funds for Capital Outlay
Total Appropriations	122,770	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-963 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-82 - ENERGY AND EFFICIENCY BLOCK GRANT PROGRAM DEPARTMENT OF ENERGY - GRANT NO. IA-0000001061 - BAYVIEW COMMUNITY CENTER SOLAR PROJECT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-82.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City staff recently applied for grant funds through the Department of Energy's Energy and Efficiency Conservation Block Grant Program for the design and installation of a solar array system on the roof of the Bayview Community Resource Center. The building provides a great canvas for solar panels on it's flat and angled roof, exposing it to the sun's rays. The Bayview Community Resource Center was one of five City-owned buildings included in the 2022 "Solar Panel Structural Assessment" and its evaluation on the return on investment deemed it the best option of the five buildings to begin with. This center is open to the public, has office spaces utilized by City employees, and is a venue space operating into the evening. This will be the City's first rooftop solar array system project, which will serve as an example and educational tool, and will help lower City's greenhouse gas emissions and energy bill.

PRIOR ACTION:

None

FUNDING:

Budget	$122,770	Energy Efficiency and Conservation Block Grant Program

		(EECBG) - Grant-Provided Funds
	$177,230	LOST IV Funds - Energy Conservation & Efficiency Improvements - City's Budgeted Funds
	$300,000	Total Funds
Actual	$300,000	Total Project Costs - Design, Install, and Permitting (Estimate)

FINANCIAL IMPACT:

This project will be partially funded by EECBG Program grant funding in the amount of $122,770. The remaining $177,230 needed to complete the project is currently appropriated within the LOST IV Energy Conservation & Efficiency Improvement funds. Adoption of the supplemental budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE - Director of Public Works and Engineering

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-82
2. Supplemental Budget Explanation No. 2024-82
3. EECS-City of Pensacola-7-26-2024
4. Equipment Rebate Terms and Conditions
5. Individual Application_ IA-0000001061

PRESENTATION: No

RESOLUTION
NO. 2024-82

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

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Adopted: ______________________

Approved: ______________________
President of City Council

Attest:

____
City Clerk

THE CITY OF PENSACOLA

NOV 2024 - SUPPLEMENTAL BUDGET RESOLUTION - EECBG BAYVIEW SOLAR PROJECT - RES NO. 2024-82

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	122,770	Increase appropriation for Federal Grants
Total Revenues	122,770	
Appropriations		
Capital Outlay	122,770	Approperating Funds for Capital Outlay
Total Appropriations	122,770	

ENERGY EFFICIENCY AND CONSERVATION STRATEGY

Grantee: City of Pensacola
State: Florida
Date: 07/25/2024
UEI Number: UBMRAF87HQF5
Program Contact Email: kkuhn@cityofpensacola.com

Local and tribal governments must submit a proposed Energy Efficiency and Conservation Strategy (EECS) to the Department of Energy (DOE) to meet the statutory requirements for the EECBG Program. The recipient must provide the information outlined in Section 1 to meet the EECS requirement. **Please note that questions 4 and 5 of Section 1 are for *local governments only***. Tribal governments may skip questions 4 and 5 of Section 1 of the EECS. Section 2 of the EECS is optional for both local and tribal governments.

Section 1 (*required*):
Local and tribal governments must include within their proposed strategy a description of their goals for increased energy efficiency and conservation in the jurisdiction. Does your local government have existing energy efficiency and conservation or related goals?

Yes, our government does have an existing goal and contains the following.

Goal Name	Specific goal (e.g. 80% GHG reduced from 1990 levels)	Target year (e.g. 2050)
Clean energy use goal	30% renewable energy target for City-owned facilities and operations	2030

Does your local or tribal government have an existing plan or strategy document (e.g., climate action plan, energy conservation plan, comprehensive energy plan, etc.) to reduce energy use, increase energy efficiency, reduce emissions, or train workers for high-quality energy efficiency jobs? **No**

Please briefly describe your strategy to achieve your goals listed in Question 1
The City does not currently have a published strategy, we do, however, have two solar assessments (feasibility and structural) that were performed on City buildings, a Baseline Greenhouse Gas Inventory Report, a Tree Inventory and Canopy Study, Vulnerability Assessment, and Climate Action Recommendations: A Blueprint for Addressing Climate Change at the Municipal Level to assist us in making informed decisions.

Are you planning to use an EECBG Program Blueprint? **No**

We plan to apply our EECBG Program funds to the following categories of work:
Renewable energy on government buildings

How will your use of funds help your unit of government meet its strategy/goals?
The funds will help the City achieve our 30% renewable by 2030 goal effectively helping the City's operations reduce its greenhouse gas emissions.
Provide a brief description of your project:
The City of Pensacola's building, the Bayview Community Resource Center, will have a solar array and battery system installed. This building is open to the public, has office space for City employees, and is a venue space operating into the evening. This will be the City's first rooftop solar array and battery system project, which will serve as an example and educational tool, and will help lower the City's greenhouse gas emissions and energy bill.

(For local governments only) Local governments must coordinate and share information with the State in which the eligible local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under the EECBG Program. Have you coordinated and shared your planned activities with your State? Please describe how you plan to coordinate with your state:
Yes

Please describe how you plan to coordinate with your state:
An email was sent to the State of Florida Clearinghouse and received a reply to proceed with our project. The City of Pensacola has worked with the Florida Department of Environmental Protection in the past and maintains a relationship with the department. With this project, we plan to coordinate with the Florida Department of Environmental Protection about the proper disposal of solar panels once their lifespan expires.

(For local governments only) Local governments must take into account any plans for the use of funds by adjacent eligible local governments that receive grants under the EECBG Program. Have you taken into account how adjacent eligible units of local governments plan to use their funds?
Yes

Section 2 (*optional*):
Do you have a plan to collaborate with other eligible units of government?
No

Are you planning to partner with other organizations including utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations for your project? **No**

Have you engaged local stakeholders (such as utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations) in the development of your plan and/or how you intend to use your EECBG Program allocation?

Will this EECBG Program funding help you to access additional sources of funding?

1. Would you like assistance in identifying other sources of funding?

Do you anticipate needing support for your project development/implementation?

Do you anticipate the project(s) you use this funding for will continue after the EECBG Program funding period?

1. What would help you to continue? (Check all that apply)
If other please explain:

How do you intend for your project(s) to benefit disadvantaged communities? (Check all that apply)

If other, please explain:

How will your strategy support the goal that 40% of the overall benefits of certain federal investments flow to disadvantaged communities, in line with the Justice40 initiative?

Special Terms and Conditions

Entity Name:___________________________________ ("Recipient"), which is identified in the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	Federal Assistance Reporting Checklist (FARC)[1]
Attachment 2	NEPA Determination[2]

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

[1] The FARC will be provided at a later date.
[2] The NEPA Determination is attached to your application in the EECBG Program Voucher Application Portal

Table of Contents

Subpart A. General Provisions ... 4

Term 1. Legal Authority and Effect ... 4
Term 2. Flow Down Requirement ... 4
Term 3. Compliance with Federal, State, and Municipal Law ... 4
Term 4. Inconsistency with Federal Law ... 4
Term 5. Federal Stewardship ... 4
Term 6. NEPA Requirements ... 4
Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress ... 5
Term 8. Reporting Requirements ... 5
Term 9. Lobbying ... 5
Term 10. Publications ... 5
Term 11. No-Cost Extension ... 6
Term 12. Property Standards ... 6
Term 13. Insurance Coverage ... 6
Term 14. Real Property ... 7
Term 15. Equipment ... 7
Term 16. Supplies ... 8
Term 17. Property Trust Relationship ... 8
Term 18. Record Retention ... 8
Term 19. Audits ... 8
Term 20. Indemnity ... 9
Term 21. Foreign National Participation ... 9
Term 22. Post-Award Due Diligence Reviews ... 9

Subpart B. Financial Provisions ... 10

Term 23. Maximum Obligation ... 10
Term 24. Refund Obligation ... 10
Term 25. Allowable Costs ... 10
Term 26. Decontamination and/or Decommissioning (D&D) Costs ... 10
Term 27. Use of Program Income ... 10
Term 28. Payment Procedures ... 11
Term 29. Budget Changes ... 11

Subpart C. Miscellaneous Provisions ... 12

Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities ... 12
Term 31. System for Award Management and Universal Identifier Requirements ... 12
Term 32. Nondisclosure and Confidentiality Agreements Assurances ... 14
Term 33. Contractor Change Notification ... 15
Term 34. Recipient Integrity and Performance Matters ... 16
Term 35. Export Control ... 18
Term 36. Interim Conflict of Interest Policy for Financial Assistance ... 18
Term 37. Organizational Conflict of Interest ... 18
Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment ... 19
Term 39. Human Subjects Research ... 20
Term 40. Fraud, Waste and Abuse ... 21

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements ... 21

Term 41. Reporting, Tracking and Segregation of Incurred Costs ... 21

Term 42. Davis-Bacon Requirements 22
Term 43. Buy American Requirement for Infrastructure Projects 23
Term 44. Affirmative Action and Pay Transparency Requirements 29
Term 45. Potentially Duplicative Funding Notice 29
Term 46. Transparency of Foreign Connections 29
Term 47. Foreign Collaboration Considerations 30

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient’s authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (https://doerebates.my.site.com/eecbgvouchers/s/), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient’s authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable to all subcontractors as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all sub contractors and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a

NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Condition(s):
NEPA Logs if conducting potentially ground disturbing activities.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX"

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)
The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE’s request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national’s participation in the Award. Likewise, DOE may elect to deny a foreign national’s access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 27. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the

Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 28. Payment Procedures

A. Method of Payment
Payment will be made by reimbursement by CFO through ACH. Equipment rebate voucher applications will be approved for payment by DOE once the equipment has been installed and all required documentation has been provided.

B. Payments
All payments are made by electronic funds transfer to the bank account identified attached to the Recipient's UEI and identified in the Recipient's SAM.gov account.

C. Unauthorized Drawdown of Federal Funds
For each budget period, the Recipient may not spend more than the Federal share authorized to that award, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent in excess of the authorized amount.

A. Supporting Documents for Agency Approval of Payments

DOE may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, proof of installation and other expenditure explanations that justify the payment requests.

Term 29. Budget Changes

A. Budget Changes Generally
The Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost stated in the budget on the recipient's application.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, stated in the budget on the recipient's application.

Subpart C. Miscellaneous Provisions

Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 31. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, tThe Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information

is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient’s procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients*

and Contractors and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 32. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 33. Contractor Change Notification

Except for contractors specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified contract agreements, including naming any To Be Determined contractors. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the service to be provided or the equipment to be purchased.
- An assurance that the process undertaken by the Recipient to solicit the contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected contractor and that the Recipient's written standards of conduct were followed.[3]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the contractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting contract agreement.

[3] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify contractor agreements under this agreement, but the Recipient may not proceed with the contractor agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the contractor documentation stipulated above, the Recipient may proceed to award or modify the proposed contractor agreement.

Term 34. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
ii. Reached its final disposition during the most recent five-year period; and
iii. Is one of the following:
    1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
    2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
    3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 35. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.
The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 36. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 37. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 39. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 41. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 42. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts.

(2) being responsible for compliance by any subcontractor with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, , contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver
A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

Term 43. Buy American Requirement for Infrastructure Projects

**NOTE: Buy American Requirements only apply to awards over $250,000. Please disregard this section if your total EECBG Program award is less than $250,000.*

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or enginSCEPd wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 44. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients and contractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[4] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 45. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 46. Transparency of Foreign Connections

[4] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 47. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

____ ____________

Authorized Signature Date

Name:

Title:

Entity Name:

ouchers/s/about-the-program) Submit Application My Applications (/eecbgvouchers/s/my-applications)

Individual Application

Applied Date	Account	Application Status	RecordType Name
7/26/2024, 2:20 PM	Pensacol…	Project In-Progress	Equipment Rebates Application

Record Detail (?Tabset-3a4af=1) Related List (?Tabset-3a4af=2) Reporting (?Tabset-3a4af=D07bb) LCPtracker Registration (?Tabset-3a4af=370a6) Annual

Individual Application

Application ID
IA-0000001061

Application Status
Project In-Progress

Account
Pensacola (/eecbgvouchers/s/detail/001Ph00000G353ZIAR)

Category
Rebates

Contact
Katherine Kuhn (/eecbgvouchers/s/detail/003Ph00000EKqVRIA1)

Total Line Items
2

Application Number
EECEQ-01061

Planning to team with other entities?
No

Project Information

Sectors served
Local Government

How the project serves DACs
Although the project site is not located in a disadvantaged community, it is a facility and park that is open to the public, and, according to the Climate and Economic Justice Screening Tool, DACs are located 2 miles North and West of the project site.

Other Project Sector

One to Two Sentence Summary
The City of Pensacola's building, the Bayview Community Resource Center, will have a solar array and battery system installed. This building is open to the public, has office spaces utilized by City employees. and is a venue space operating into the evening. This facility also hosts many educational and outdoor programs for children. A portion of the building houses watercrafts for "outdoor pursuits", involving kayaking, paddleboarding, and more. This will be the City's first rooftop solar array and battery system project, which will serve as an example and educational tool, and will help lower City greenhouse gas emissions and energy bill.

Eligible Activities
On-site Renewable Energy On or In a Government Building

Serves disadvantaged communities (DACs)?
Yes

Budget Information

EECBG Program Formula Allocation Amount
$122,770.00

Total Voucher Estimate
$122,770.00

Using multiple EECBG recipients formula?
No

Total Teaming EECBG Formula Allocation

Program Metrics and Compliance Requirements

Program Metrics
Equipment Purchased;Renewable Energy

Davis-Bacon Assurance Letter SIgned by

Other Program Metric

Davis-Bacon Assurance Letter Signed Date
7/25/2024

Applicable NEPA SOW
NEPA EQ-1

Terms and Conditions

Terms And Conditions Signed By
Katherine Kuhn

Terms And Conditions Signed Date
7/25/2024

Application Milestones

Applied Date
7/26/2024, 2:20 PM

Approved Date

Financial Report (SF-425)

Financial Report Submitted Date

One Time Location Report

One Time Location Report Submitted Date

Annual Historic Preservation Report

Annual Historic Report Completed?

Annual Historic Report Year

Annual Historic Report Submitted Date

NEPA Report

NEPA SOW1 submission?

NEPA Report Submitted Date

Davis Bacon Act Report

Comply DBA Standards?

DBA Report Submitted Date

Semi-Annual Davis Bacon Act (DBA) Report

Semi Annual DBA Type

Semi Annual DBA Submitted Date

Single Audit Report

Expend 75000 or more?

Upload Single Audit Copy?

Single Audit Report Submitted Date

Website and program administered by ICF Incorporated under DOE BPA Award 89303023ASE000001.
Instances of potential fraud, waste, and abuse should be referred to the DOE IG Hotline (https://www.energy.gov/ig/ig-hotline), phone: 1–800–541–1625 or email: ighotline@hq.doe.gov

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1015 City Council 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-87 - ADVANCEMENT AND RE-ALLOCATION OF FUNDS FOR MAIN STREET FLOODING AND ADAPTATION AND BARRANCAS AVENUE DRAINAGE IMPROVEMENTS PROJECT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-87:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Council is being asked to adopt a supplemental budget resolution advancing and reallocating $1,478,200.00 from the FY26 Capital Improvement Project titled Pine Street Outfall - Main Street D Street to H Street.

This bid is the result of merging two funded projects, the Main Street Flooding and Adaptation project and the Barrancas Avenue Drainage Improvements Project.

This project is intended to improve stormwater drainage along Main Street from C Street to A Street and on B Street from Garden Street south to Gimble Street. Work will include installation of a new stormwater collection and conveyance system to send water to Pensacola Bay. Approximately, 1,688 parcels within this stormwater basin will benefit positively from this project. In addition, a stormwater treatment device will be installed to collect and treat the water prior to discharge. Finally, sidewalks will be installed on both sides of B Street and the intersection of B Street and Government Street will be modified to improve walkability and pedestrian safety.

Upon City Council approval, funding in the amount of $205,223 from the former L Street and Kiwanis Park Project will be shifted to this project and $1,478,200 will be appropriated from fiscal year 2026 and will be combined to provide the additional funding needed for this project.

PRIOR ACTION:

August 12, 2021 – City Council adopted Supplemental Budget Resolution No. 2021-49 accepting grant funds from the American Rescue Plan Act

September 15, 2021 - City Council appropriated funds within the Stormwater Capital Projects Fund with the adoption of the FY 2022 Budget.

September 14, 2022 - City Council appropriated funds within the Stormwater Capital Projects Fund with the adoption of the FY 2023 Budget.

May 25, 2023 – City Council adopted Supplemental Budget Resolution No. 2023-044 accepting grant funds from Resilient Florida

FUNDING:

Budget:

Barrancas	$ 393,400.00	Stormwater Capital Projects Fund - Barrancas Avenue - "E" Street to "L" Street project
	205,223.00	Stormwater Capital Projects Fund - "L" Street to Kiwanis Park project
	600,000.00	ARPA Funds
	500,000.00	Green Stormwater Grant
	300,000.00	ECUA Contribution through Interlocal Agreement
	$1,998,623.00	Sub-Total Barrancas Avenue Drainage Improvements Project
Main Street	$ 225,000.00	Stormwater Capital Projects Fund - Main and "G" Streets Infrastructure Improvements
	1,000,000.00	Stormwater Capital Projects Fund - Pine Street Outfall - FY 25 Funding
	1,478,200.00	Stormwater Capital Projects Fund - Pine Street Outfall - FY 26 Funding Advanced
	1,679,003.00	ARPA Funds
	1,991,000.00	Resilient Florida Grant Program Funds
	$6,373,203.00	Total Funds Available for Main Street Flooding and Adaptation Project
	$8,371,826.00	**TOTAL Combined Budget Available for Project**
Actual:	$ 954,545.00	Base Bid - Barrancas Avenue Drainage Improvements Project
	99,575.00	Bid Alternate 1 - Barrancas Avenue Drainage Improvements Project
	217,024.00	Bid Alternate 2 - Barrancas Avenue Drainage Improvements

		Project
	127,114.40	Required 10% Contingency - Barrancas Avenue Drainage Improvements Project
	262,672.30	Engineering Allocation Estimate - Barrancas Avenue Drainage Improvements Project
	35,673.80	Geotechnical Testing
	41,470.85	Miscellaneous
	$1,738,075.35	**SUBTOTAL - Barrancase Avenue Drainage Improvements Project**
Actual:	$4,871,882.15	Base Bid - Main Street Flooding and Adaptation Project
	147,595.50	Bid Alternate 1 - Main Street Flooding and Adaptation Project
	76,000.00	Bid Alternate 2 - Main Street Flooding and Adaptation Project
	509,547.77	Required 10% Contingency - Main Street Flooding and Adaptation Project
	397,323.10	Engineering Allocation Estimate - Main Street Flooding and Adaptation Project
	61,108.48	Geotechnical Testing - Main Street Floording and Adaptation Project
	$6,063,457.00	**SUBTOTAL - Main Street Flooding and Adaptation Project**
	$7,801,532.35	**TOTAL - COMBINED PROJECTS**

FINANCIAL IMPACT:

A total appropriation of $8,371,826 is available between the Stormwater Capital Projects Fund, the American Rescue Plans Fund, the Green Stormwater Initiatives Grant Funds, and the Resilient Florida Grant Funds. These funds have been deemed sufficient to award this bid and complete the project. Upon final completion of this project, any remaining funds will be placed back in the Stormwater Vaults City-Wide account within the Stormwater Capital Projects Fund. Adoption of the supplemental budget resolution will advance the Pine Street funds from FY 2026 and will shift the remaining balance of the "L" Street to Kiwanis Street project within the Stormwater Capital Projects Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director - Public Works & Engineering

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-87
2. Supplemental Budget Explanation No. 2024-87
3. Bid Tabulation
4. Interlocal Cost-Sharing Agreement

PRESENTATION: No

RESOLUTION
NO. 2024-87

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; 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. STORMWATER CAPITAL FUND

To:	Fund Balance	1,478,200
As Reads	Capital Outlay	1,819,500
Amended To Read:	Capital Outlay	3,297,700

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

NOV 2024 - ADVANCE & REALLOCATION OF FUNDS FOR MAIN STREET FLOODING & ADAPTATION & BARRANCAS AVENUE DRAINAGE IMPROVEMENTS PROJECT- RES NO. 2024-87

FUND	AMOUNT	DESCRIPTION
STORMWATER CAPITAL FUND		
Fund Balance	1,478,200	Increase appropriated Fund Balance - Advancement of FY 26 Pine Street Outfall - Main St D to H Streets
Total Fund Balance	1,478,200	
Appropriations		
Capital Outlay	1,683,423	Increase appropriation for Capital Outlay - Pine Street Outfall - Main St D to H Streets
Capital Outlay	(205,223)	Decrease appropriation for Capital Outlay - L Street & Kiwanis Park
Total Appropriations	1,478,200	

TABULATION OF BIDS

BID NO: 24-027
TITLE: MAIN STREET FLOODING AND ADAPTATION PROJECT
& BARRANCAS AVENUE DRAINAGE IMPROVEMENTS PROJECT

Submittals Due: 10/07/24, 2:30 P.M. Department: Engineering	SITE & UTILITY, LLC Pensacola, FL
Barrancas Base Bid	$954,545.00
Barrancas Alternate 1	$99,575.00
Barrancas Alternate 2	$217,024.00
Barrancas Base + Alts	**$1,271,144.00**
Main St Base Bid	$4,871,882.15
Main St Alternate 1	$147,595.50
Main St Alternate 2	$76,000.00
Main St Base + Alts	**$5,095,477.65**

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STATE OF FLORIDA
CITY OF PENSACOLA

INTERLOCAL COST-SHARING AGREEMENT
Barrancas and B Street Stormwater and Sanitary Sewer Improvements

THIS INTERLOCAL COST-SHARING AGREEMENT (hereinafter the "Agreement") is made and entered into as of the _____ day of_________________________________, 2024, by and between the City of Pensacola, a political subdivision of the State of Florida and Escambia County, whose address is___________________________________ (hereinafter "City"), and the EMERALD COAST UTILITIES AUTHORITY, an independent special district created by the Laws of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (hereinafter "ECUA") (City and ECUA referred to each individually as a "Party" and collectively the "Parties").

W I T N E S S E T H:

WHEREAS, the City of Pensacola and ECUA are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, ECUA provides sanitary sewer service in certain defined areas in Escambia County, Florida; and

WHEREAS, the City is responsible for storm water drainage and roadway facilities in the City of Pensacola, Florida; and

WHEREAS, the City is planning to address storm water drainage and roadway facility needs along Barrancas Avenue, between L Street and Government Street, and along B Street between Garden Street and Gimble Street, in Pensacola, Florida (hereinafter the "City Project" or the "Drainage and Roadway System Improvements"); and

WHEREAS, ECUA has an existing fourteen-inch cast iron force main crossing Barrancas Avenue at Main Street in Pensacola, Florida; and

WHEREAS, ECUA has identified a need to replace both its existing fourteen-inch force main crossing Barrancas Avenue in Pensacola, Florida with a twenty-four inch PVC gravity sewer main, as well as an existing 8-inch gravity sewer main on B street between Main Street and Zarragossa Street that is failing and in need of replacement (hereinafter the "ECUA Project" or the "Sewer Main Improvement") (the City Project and the ECUA Project collectively referred to at times as the "Projects"); and

WHEREAS, both ECUA and the City have budgeted funds to conduct the needed work along Barrancas, Avenue and B Street; and

WHEREAS, the Parties recognize that two construction Projects being performed in the same geographical area at different times would be more disruptive than a single combined project in which sanitary sewer collection, drainage, and roadway improvements were addressed simultaneously (hereinafter the "Cooperative Project"); and

WHEREAS, the Parties further recognize that certain economies of scale can be achieved by combining the Projects rather than designing and constructing them separately; and

WHEREAS, ECUA requested the City include the ECUA Project within the City's project scope for the City Project; and

WHEREAS, the City agreed to this request; and

WHEREAS, the City's contracts for the completion of the Cooperative Project will include construction services for gravity sewer main replacement/installation for ECUA and drainage/roadway improvements for the City; and

WHEREAS, ECUA has agreed to pay 100% of the costs attributed to installing the sewer main for the ECUA Project; and

NOW THEREFORE, in consideration of mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Recitals. The above recitals are true and correct, and are incorporated in this Agreement as fully as if set forth herein.

2. Entry into Contract(s). The City will enter into contract/s to construct the Cooperative Project, which will serve both Parties. ECUA shall be identified as a third-party beneficiary with respect to any contracts related to the Sewer Main Improvements and all warranties related to those contracts shall inure to the benefit of the ECUA. The City will also administer the contract(s), with input and guidance from ECUA regarding the Sewer Main Improvements' components.

3. Cost Sharing. The City will pay all of the costs associated with constructing the referenced aspects of the Cooperative Project, and shall copy ECUA with evidence of payment. However, starting with the issuance of the notice to proceed to the awarded contractor(s), ECUA shall reimburse the City one hundred percent **(100%)** of the associated costs incurred as part of the Sewer Main Improvement aspects of the Cooperative project, within thirty (30) days of ECUA's receipt of such invoice from the City. The Bid totals associated with the Sewer Main Improvement aspects of these projects is $293,024 making ECUA's estimated reimbursement responsibility to be $293,024 for the project ("Contribution Amount"). In no event shall the ECUA's reimbursement obligation exceed the Contribution Amount absent further action by ECUA's Executive Director

for amount increases not exceeding $100,000.

4. Change Orders. The Parties, however, acknowledge that there may be change orders requiring cost adjustments in the event certain unforeseen conditions or charges arise. The City Engineer, or designee, shall have the right to approve any requested change orders submitted by the engineering-design firm or contractor(s) regarding the City Project's drainage, roadway, and pedestrian improvements, subject to the concurrence of ECUA in the event the change impacts the Sewer Main Improvements aspects of the Cooperative Project. However, the maximum amount of change order(s) from ECUA for Sewer Main Improvements under this Agreement shall be $100,000, absent further action by the ECUA Board.

5. Notice and Contact:

a. All notices provided under or pursuant to this Agreement shall be in writing, either by hand, or mail, to the representatives named below, at the address below:

b. Name and contact information of the City's project manager:

Brad Hinote, P.E. City Engineer
City of Pensacola,
222 W. Main Street
Pensacola, FL 32502
Telephone: (850) 435 -1646

c. Name and contact information of ECUA's project manager:

Jacob Kearley, P.E., Manager of Utility Coordination
9255 Sturdevant Street
Pensacola, FL 32514
Telephone: (850) 969-3310

d. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, address, and telephone number of the new representative will be provided as outlined in Paragraph 5(a), above.

6. Plan Review and Inspection of Work. Both Parties shall have the right to review all plans drawings, schedules and physical improvements contemplated under this Agreement at any time during the Cooperative Project's construction process. ECUA shall provide an inspector to validate and accept or reject said work within two weeks of installation and satisfactory completion of any desired acceptance testing. The Contractor shall not be notified that the work, or any portion thereof, is accepted until representatives from both Parties are in agreement prior to acceptance and sign-off as accepted of any work associated with the Cooperative Project. ECUA

reserves the right to hold or stay the progress of work to allow the receipt of desired testing information without penalty.

7. Documentation of Work. The City agrees to fully document the completion of all said work associated with the Cooperative Project, in writing, by ensuring copies are provided to ECUA of all meeting notes, plans, design documentation, Certification of Completion, Record Drawings, and such other documentation as reasonably required by either Party.

8. Ownership and Maintenance. The City agrees that all design documentation concerning Drainage and Roadway System Improvements resulting from the work under this Agreement shall become the property of the City after the satisfactory completion of said design. ECUA agrees that all design documentation concerning the Sewer Main Improvements resulting from the work under this Agreement shall become the property of ECUA after the satisfactory completion of said design.

Upon completion of the Sewer Main Improvements, all applicable sewer main improvements will remain the property of ECUA. ECUA shall be responsible maintaining and operating the applicable sewer system improvements.

9. Liability. Subject to any claim of sovereign immunity, and as limited by Fla. Stat. § 768.28, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the City.

10. Term of Agreement. The obligations under this Agreement shall terminate upon the completion of the Cooperative Project contemplated under this Agreement and ECUA's having reimbursed the City for all costs for which it is responsible under Paragraphs 3 and 4 of this Agreement, above, barring any warranty issues.

11. Termination. This Agreement may be terminated by either Party for cause, and only after the Party seeking termination has notified the other Party of the alleged default in writing and in accordance with Paragraph 5, and has provided the defaulting Party a reasonable opportunity to cure, which shall be no less than thirty(30) days' time.

12. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, contracts, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party

shall give the first party written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the other Party may terminate this Agreement for cause.

13. Effective Date. This Agreement shall become binding on the Parties and effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The City shall be responsible for such filing.

14. Choice of Law; Venue. This Agreement and the interpretation and performance thereof shall be governed by the laws of the State of Florida, and any action arising out of or related to this Agreement shall be brought only in a court of appropriate jurisdiction in Escambia County, Florida.

15. Interpretation. Headings used throughout this Agreement are for the purpose of convenience only and no heading shall modify or be used to interpret the text of any paragraph. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

16. 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 of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

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

18. Amendment. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.

19. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

20. Annual Appropriation: Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of either Party or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter, or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision

of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement; moreover, the Parties acknowledge that ECUA has no taxing power. Furthermore, pursuant to the requirements of Florida law and Chapter 3-3 of the Code of Ordinances of the City of Pensacola, the Parties' performance and obligations to fund this Agreement shall be contingent upon annual appropriations by the Parties' respective governing boards.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned representatives, as of the date and year first written above.

EMERALD COAST UTILITIES AUTHORITY,
an independent special district created by the Laws of Florida,

By: Lois Benson, Chair

ECUA Legal approval: ______________________

ATTEST:

Date: ____________________________

By:___________________________
Secretary

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council.

By: D. C. Reeves, Mayor

ATTEST:

Date: ____________________________

____
CITY CLERK (Seal)

Legal in form and execution:

____
City Attorney

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 24-995 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF BID NO. 24-052 - MAIN STREET FLOODING AND ADAPTATION AND BARRANCAS AVENUE DRAINAGE IMPROVEMENTS PROJECT

RECOMMENDATION:

That City Council award Bid No. 24-052, Main Street Flooding and Adaptation and Barrancas Avenue Drainage Improvements Project to Site & Utility, LLC of Pensacola, Florida, the lowest and most responsible bidder, with a base bid of $5,826,427.15, plus Bid Alternates of $540,194.50, plus a 10% contingency of $636,662.17, for a project total of $7,003,283.82. 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. Finally, that City Council adopt a supplemental budget resolution advancing the FY 2026 Pine Street Outfall Project and shifting the balance of the "L" Street to Kiwanis Park project to this project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This bid is the result of merging two funded projects, the Main Street Flooding and Adaptation project and the Barrancas Avenue Drainage Improvements Project.

This project is intended to improve stormwater drainage along Main Street from C Street to A Street and on B Street from Garden Street south to Gimble Street. Work will include installation of a new stormwater collection and conveyance system to send water to Pensacola Bay. There are 1,688 parcels within the stormwater basin for which this project will provide a positive benefit. In addition, a stormwater treatment device will be installed to collect and treat the water prior to discharge. Finally, sidewalks will be installed on both sides of B Street and the intersection of B Street and Government Street will be modified to improve walkability and pedestrian safety.

Upon City Council approval, funding in the amount of $205,223 from the former L Street and Kiwanis Park Project will be shifted to this project and $1,478,200 will be appropriated from fiscal year 2026 and will be combined to provide the additional funding needed for this project.

PRIOR ACTION:

August 12, 2021 – City Council adopted Supplemental Budget Resolution No. 2021-49 accepting grant funds from the American Rescue Plan Act

September 15, 2021 - City Council appropriated funds within the Stormwater Capital Projects Fund with the adoption of the FY 2022 Budget.

September 14, 2022 - City Council appropriated funds within the Stormwater Capital Projects Fund with the adoption of the FY 2023 Budget.

May 25, 2023 – City Council adopted Supplemental Budget Resolution No. 2023-044 accepting grant funds from Resilient Florida

FUNDING:

Budget:

Barrancas	$ 393,400.00	Stormwater Capital Projects Fund - Barrancas Avenue - "E" Street to "L" Street project
	205,223.00	Stormwater Capital Projects Fund - "L" Street to Kiwanis Park project
	600,000.00	ARPA Funds
	500,000.00	Green Stormwater Grant
	300,000.00	ECUA Contribution through Interlocal Agreement
	$1,998,623.00	Sub-Total Barrancas Avenue Drainage Improvements Project
Main Street	$ 225,000.00	Stormwater Capital Projects Fund - Main and "G" Streets Infrastructure Improvements
	1,000,000.00	Stormwater Capital Projects Fund - Pine Street Outfall - FY 25 Funding
	1,478,200.00	Stormwater Capital Projects Fund - Pine Street Outfall - FY 26 Funding Advanced
	1,679,003.00	ARPA Funds
	1,991,000.00	Resilient Florida Grant Program Funds
	$6,373,203.00	Total Funds Available for Main Street Flooding and Adaptation Project
	$8,371,826.00	**TOTAL Combined Budget Available for Project**
Actual:	$ 954,545.00	Base Bid - Barrancas Avenue Drainage Improvements Project
	99,575.00	Bid Alternate 1 - Barrancas Avenue Drainage Improvements Project
	217,024.00	Bid Alternate 2 - Barrancas Avenue Drainage Improvements Project

	127,114.40	Required 10% Contingency - Barrancas Avenue Drainage Improvements Project
	262,672.30	Engineering Allocation Estimate - Barrancas Avenue Drainage Improvements Project
	35,673.80	Geotechnical Testing
	41,470.85	Miscellaneous
	$1,738,075.35	**SUBTOTAL - Barrancase Avenue Drainage Improvements Project**
Actual:	$4,871,882.15	Base Bid - Main Street Flooding and Adaptation Project
	147,595.50	Bid Alternate 1 - Main Street Flooding and Adaptation Project
	76,000.00	Bid Alternate 2 - Main Street Flooding and Adaptation Project
	509,547.77	Required 10% Contingency - Main Street Flooding and Adaptation Project
	397,323.10	Engineering Allocation Estimate - Main Street Flooding and Adaptation Project
	61,108.48	Geotechnical Testing - Main Street Floording and Adaptation Project
	$6,063,457.00	**SUBTOTAL - Main Street Flooding and Adaptation Project**
	$7,801,532.35	**TOTAL - COMBINED PROJECTS**

FINANCIAL IMPACT:

A total appropriation of $8,371,826 is available between the Stormwater Capital Projects Fund, the American Rescue Plans Fund, the Green Stormwater Initiatives Grant Funds, and the Resilient Florida Grant Funds. These funds have been deemed sufficient to award this bid and complete the project. Upon final completion of this project, any remaining funds will be placed back in the Stormwater Vaults City-Wide account within the Stormwater Capital Projects Fund. Adoption of the supplemental budget resolution will advance the Pine Street funds from FY 2026 and will shift the remaining balance of the "L" Street to Kiwanis Street project within the Stormwater Capital Projects Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director - Public Works & Engineering

ATTACHMENTS:

1. Bid Tabulation
2. Interlocal Cost-Sharing Agreement

PRESENTATION: No

TABULATION OF BIDS

BID NO: 24-027
TITLE: MAIN STREET FLOODING AND ADAPTATION PROJECT
& BARRANCAS AVENUE DRAINAGE IMPROVEMENTS PROJECT

Submittals Due: 10/07/24, 2:30 P.M. Department: Engineering	SITE & UTILITY, LLC Pensacola, FL
Barrancas Base Bid	$954,545.00
Barrancas Alternate 1	$99,575.00
Barrancas Alternate 2	$217,024.00
Barrancas Base + Alts	**$1,271,144.00**
Main St Base Bid	$4,871,882.15
Main St Alternate 1	$147,595.50
Main St Alternate 2	$76,000.00
Main St Base + Alts	**$5,095,477.65**

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<u>STATE OF FLORIDA</u>
<u>CITY OF PENSACOLA</u>

INTERLOCAL COST-SHARING AGREEMENT
Barrancas and B Street Stormwater and Sanitary Sewer Improvements

THIS INTERLOCAL COST-SHARING AGREEMENT (hereinafter the "Agreement") is made and entered into as of the _____ day of___________________________________, 2024, by and between the City of Pensacola, a political subdivision of the State of Florida and Escambia County, whose address is_______________________________________ (hereinafter "City"), and the EMERALD COAST UTILITIES AUTHORITY, an independent special district created by the Laws of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (hereinafter "ECUA") (City and ECUA referred to each individually as a "Party" and collectively the "Parties").

W I T N E S S E T H:

WHEREAS, the City of Pensacola and ECUA are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, ECUA provides sanitary sewer service in certain defined areas in Escambia County, Florida; and

WHEREAS, the City is responsible for storm water drainage and roadway facilities in the City of Pensacola, Florida; and

WHEREAS, the City is planning to address storm water drainage and roadway facility needs along Barrancas Avenue, between L Street and Government Street, and along B Street between Garden Street and Gimble Street, in Pensacola, Florida (hereinafter the "City Project" or the "Drainage and Roadway System Improvements"); and

WHEREAS, ECUA has an existing fourteen-inch cast iron force main crossing Barrancas Avenue at Main Street in Pensacola, Florida; and

WHEREAS, ECUA has identified a need to replace both its existing fourteen-inch force main crossing Barrancas Avenue in Pensacola, Florida with a twenty-four inch PVC gravity sewer main, as well as an existing 8-inch gravity sewer main on B street between Main Street and Zarragossa Street that is failing and in need of replacement (hereinafter the "ECUA Project" or the "Sewer Main Improvement") (the City Project and the ECUA Project collectively referred to at times as the "Projects"); and

WHEREAS, both ECUA and the City have budgeted funds to conduct the needed work along Barrancas, Avenue and B Street; and

WHEREAS, the Parties recognize that two construction Projects being performed in the same geographical area at different times would be more disruptive than a single combined project in which sanitary sewer collection, drainage, and roadway improvements were addressed simultaneously (hereinafter the "Cooperative Project"); and

WHEREAS, the Parties further recognize that certain economies of scale can be achieved by combining the Projects rather than designing and constructing them separately; and

WHEREAS, ECUA requested the City include the ECUA Project within the City's project scope for the City Project; and

WHEREAS, the City agreed to this request; and

WHEREAS, the City's contracts for the completion of the Cooperative Project will include construction services for gravity sewer main replacement/installation for ECUA and drainage/roadway improvements for the City; and

WHEREAS, ECUA has agreed to pay 100% of the costs attributed to installing the sewer main for the ECUA Project; and

NOW THEREFORE, in consideration of mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. <u>Recitals</u>. The above recitals are true and correct, and are incorporated in this Agreement as fully as if set forth herein.

2. <u>Entry into Contract(s)</u>. The City will enter into contract/s to construct the Cooperative Project, which will serve both Parties. ECUA shall be identified as a third-party beneficiary with respect to any contracts related to the Sewer Main Improvements and all warranties related to those contracts shall inure to the benefit of the ECUA. The City will also administer the contract(s), with input and guidance from ECUA regarding the Sewer Main Improvements' components.

3. <u>Cost Sharing</u>. The City will pay all of the costs associated with constructing the referenced aspects of the Cooperative Project, and shall copy ECUA with evidence of payment. However, starting with the issuance of the notice to proceed to the awarded contractor(s), ECUA shall reimburse the City one hundred percent **(100%)** of the associated costs incurred as part of the Sewer Main Improvement aspects of the Cooperative project, within thirty (30) days of ECUA's receipt of such invoice from the City. The Bid totals associated with the Sewer Main Improvement aspects of these projects is $293,024 making ECUA's estimated reimbursement responsibility to be $293,024 for the project ("Contribution Amount"). In no event shall the ECUA's reimbursement obligation exceed the Contribution Amount absent further action by ECUA's Executive Director

for amount increases not exceeding $100,000.

4. Change Orders. The Parties, however, acknowledge that there may be change orders requiring cost adjustments in the event certain unforeseen conditions or charges arise. The City Engineer, or designee, shall have the right to approve any requested change orders submitted by the engineering-design firm or contractor(s) regarding the City Project's drainage, roadway, and pedestrian improvements, subject to the concurrence of ECUA in the event the change impacts the Sewer Main Improvements aspects of the Cooperative Project. However, the maximum amount of change order(s) from ECUA for Sewer Main Improvements under this Agreement shall be $100,000, absent further action by the ECUA Board.

5. Notice and Contact:

a. All notices provided under or pursuant to this Agreement shall be in writing, either by hand, or mail, to the representatives named below, at the address below:

b. Name and contact information of the City's project manager:
Brad Hinote, P.E. City Engineer
City of Pensacola,
222 W. Main Street
Pensacola, FL 32502
Telephone: (850) 435 -1646

c. Name and contact information of ECUA's project manager:
Jacob Kearley, P.E., Manager of Utility Coordination
9255 Sturdevant Street
Pensacola, FL 32514
Telephone: (850) 969-3310

d. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, address, and telephone number of the new representative will be provided as outlined in Paragraph 5(a), above.

6. Plan Review and Inspection of Work. Both Parties shall have the right to review all plans drawings, schedules and physical improvements contemplated under this Agreement at any time during the Cooperative Project's construction process. ECUA shall provide an inspector to validate and accept or reject said work within two weeks of installation and satisfactory completion of any desired acceptance testing. The Contractor shall not be notified that the work, or any portion thereof, is accepted until representatives from both Parties are in agreement prior to acceptance and sign-off as accepted of any work associated with the Cooperative Project. ECUA

reserves the right to hold or stay the progress of work to allow the receipt of desired testing information without penalty.

7. Documentation of Work. The City agrees to fully document the completion of all said work associated with the Cooperative Project, in writing, by ensuring copies are provided to ECUA of all meeting notes, plans, design documentation, Certification of Completion, Record Drawings, and such other documentation as reasonably required by either Party.

8. Ownership and Maintenance. The City agrees that all design documentation concerning Drainage and Roadway System Improvements resulting from the work under this Agreement shall become the property of the City after the satisfactory completion of said design. ECUA agrees that all design documentation concerning the Sewer Main Improvements resulting from the work under this Agreement shall become the property of ECUA after the satisfactory completion of said design.

Upon completion of the Sewer Main Improvements, all applicable sewer main improvements will remain the property of ECUA. ECUA shall be responsible maintaining and operating the applicable sewer system improvements.

9. Liability. Subject to any claim of sovereign immunity, and as limited by Fla. Stat. § 768.28, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the City.

10. Term of Agreement. The obligations under this Agreement shall terminate upon the completion of the Cooperative Project contemplated under this Agreement and ECUA's having reimbursed the City for all costs for which it is responsible under Paragraphs 3 and 4 of this Agreement, above, barring any warranty issues.

11. Termination. This Agreement may be terminated by either Party for cause, and only after the Party seeking termination has notified the other Party of the alleged default in writing and in accordance with Paragraph 5, and has provided the defaulting Party a reasonable opportunity to cure, which shall be no less than thirty(30) days' time.

12. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, contracts, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party

shall give the first party written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the other Party may terminate this Agreement for cause.

13. Effective Date. This Agreement shall become binding on the Parties and effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The City shall be responsible for such filing.

14. Choice of Law; Venue. This Agreement and the interpretation and performance thereof shall be governed by the laws of the State of Florida, and any action arising out of or related to this Agreement shall be brought only in a court of appropriate jurisdiction in Escambia County, Florida.

15. Interpretation. Headings used throughout this Agreement are for the purpose of convenience only and no heading shall modify or be used to interpret the text of any paragraph. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

16. 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 of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

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

18. Amendment. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.

19. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

20. Annual Appropriation: Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of either Party or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter, or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision

of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement; moreover, the Parties acknowledge that ECUA has no taxing power. Furthermore, pursuant to the requirements of Florida law and Chapter 3-3 of the Code of Ordinances of the City of Pensacola, the Parties' performance and obligations to fund this Agreement shall be contingent upon annual appropriations by the Parties' respective governing boards.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned representatives, as of the date and year first written above.

EMERALD COAST UTILITIES AUTHORITY,
an independent special district created by the Laws of Florida,

By: Lois Benson, Chair

ECUA Legal approval: ______________________

ATTEST:

Date: ____________________________

By:___________________________
Secretary

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council.

By: D. C. Reeves, Mayor

ATTEST:

Date: ___________________________

____
CITY CLERK (Seal)

Legal in form and execution:

____
City Attorney

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1016 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-88 - FY 2024 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-88.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

After the beginning of each fiscal year, a supplemental budget resolution is brought to the City Council for consideration. This resolution includes appropriations for the following:

- FY 2024 encumbered purchase order balances
  Appropriations are carried forward to the new fiscal year for purchase orders issued by September 30, 2024, for which final payment had not been made.

- Appropriation of fund balance
  In most funds, fund balance is appropriated to cover encumbrances carried forward.

- Increase in estimated revenues
  In some funds, mostly related to various grants, estimated revenues are increased to balance the encumbered purchase order balances.

An additional resolution to carry forward FY 2024 funding for items that were not encumbered and the encumbered purchase order balances net of contracts payable will be brought forward for City Council’s approval on separate resolutions.

PRIOR ACTION:

September 11, 2024 - City Council formally adopted a beginning FY 2025 Budget on Budget Resolution No. 2024-75

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the carryover budget resolution are covered by either an appropriation of fund balance or an increase in estimated revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2025.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/30/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-88
2. Supplemental Budget Explanation No. 2024-88

PRESENTATION: No

RESOLUTION
NO. 2024-88

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. GENERAL FUND

	Fund Balance		1,800,400
As Reads:		State Reimbursements	100,000
Amended To Read:		State Reimbursements	744,609
To:	Purchase Orders Payable		2,445,009

B. SPECIAL GRANTS FUND

As Reads:		Federal Grants	319,500
Amended To Read:		Federal Grants	1,039,860
To:		State Grants	99,322
To:		Contributions and Donations	292,129
To:	Purchase Orders Payable		1,111,811

C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

As Reads:		Federal Grants	1,132,900
Amended To Read:		Federal Grants	1,138,415
To:	Purchase Orders Payable		5,515

D. COMMUNITY REDEVELOPMENT FUND

	Fund Balance	578,123
To:	Purchase Orders Payable	578,123

E. PARKING FUND

	Fund Balance	326,396
To:	Purchase Orders Payable	326,396

F. SECTION 8 HOUSING ASSISTANCE FUND

	Fund Balance	16,922
To:	Purchase Orders Payable	16,922

G. LAW ENFORCEMENT TRUST FUND

	Fund Balance	25,811
To:	Purchase Orders Payable	25,811

H. NATURAL DISASTER FUND

To:	Federal Grants	587,918
To:	State Grants	65,324
To:	Purchase Orders Payable	653,242

I. GOLF COURSE FUND

	Fund Balance	37,859
To:	Purchase Orders Payable	37,859

J. EASTSIDE TIF FUND

	Fund Balance	88,411
To:	Purchase Orders Payable	88,411

K. WESTSIDE TIF FUND

	Fund Balance	156,550
To:	Purchase Orders Payable	156,550

L. RECREATION FUND

	Fund Balance	6,150
To:	Purchase Orders Payable	6,150

M. TENNIS FUND

	Fund Balance	29,241
To:	Purchase Orders Payable	29,241

N. COMMUNITY MARITIME PARK MANAGEMENTS SERVICES FUND

	Fund Balance	76,197
To:	Purchase Orders Payable	76,197

O. AMERICAN RESCUE PLAN FUND

To:	Federal Grants	935,499
To:	Purchase Orders Payable	935,499

P. LOCAL OPTION SALES TAX FUND

	Fund Balance	2,034,358
To:	Purchase Orders Payable	2,034,358

Q. CRA SERIES 2017 PROJECT FUND

	Fund Balance		533,429
To:	Purchase Orders Payable		533,429

R. CRA SERIES 2019 PROJECT FUND

	Fund Balance		548,798
To:	Purchase Orders Payable		548,798

S. STORMWATER CAPITAL PROJECTS FUND

	Fund Balance		1,002,078
To:	Purchase Orders Payable		1,002,078

T. GAS UTILITY FUND

	Fund Balance		1,851,044
To:	Purchase Orders Payable		1,851,044

U. SANITATION FUND

	Fund Balance		525,736
To:	Purchase Orders Payable		525,736

V. PORT FUND

	Fund Balance		95,650
To:	Non Operating Sources		1,801,070
To:	State Grants		280,028
To:	Federal Grants Grants		4,477,244
To:	Purchase Orders Payable		6,862,489

W. AIRPORT FUND

	Fund Balance		5,918,154
To:	Private Grants		42,155,966
To:	Transfer in From Local Option Sales Tax		2,848,963
As Reads:		Federal Grants	9,700,000
Amended To Read:		Federal Grants	14,193,875
As Reads:		State Grants	435,000
Amended To Read:		State Grants	31,826,403
To:	Purchase Orders Payable		86,808,361

X. INSURANCE RETENTION FUND

	Fund Balance	23,000
To:	Purchase Orders Payable	23,000

Y. CENTRAL SERVICES FUND

As Reads:		Charges for Services - Garage	2,904,600
Amended To Read:		Charges for Services - Garage	2,912,725
As Reads:		Charges for Services -Engineering	1,417,800
Amended To Read:		Charges for Services -Engineering	1,481,399
As Reads:		Charges for Services - Technology Resources	4,960,500
Amended To Read:		Charges for Services - Technology Resources	4,563,500
To:	Purchase Orders Payable		1,183,606

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
NOVEMBER 2024 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2024-88

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
State Reimbursements	644,609	Increase estimated revenues for State Reimbursements
Sub-Total Estimated Revenues	644,609	
Fund Balance	1,800,400	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	2,445,009	
Appropriations		
Purchase Orders Payable	2,445,009	Carryover - encumbrances outstanding at 9/30/24
B. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	720,360	Increase estimated revenues for Federal Grants
State Grants	99,322	Appropriate estimated revenues for State Grants
Miscellaneous Revenue	292,129	Appropriate estimated revenues for Contributions and Donations-Private
Total Estimated Revenues	1,111,811	
Appropriations		
Purchase Orders Payable	1,111,811	Carryover - encumbrances outstanding at 9/30/24
C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
Federal Grants	5,515	Increase estimated revenue from Federal Grants
Total Estimated Revenues	5,515	
Appropriations		
Purchase Orders Payable	5,515	Carryover - encumbrances outstanding at 9/30/24
D. COMMUNITY REDEVELOPMENT FUND		
Fund Balance	578,123	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	578,123	Carryover - encumbrances outstanding at 9/30/24

FUND	AMOUNT	DESCRIPTION
E. PARKING FUND		
Fund Balance	326,396	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	326,396	Carryover - encumbrances outstanding at 9/30/24
F. SECTION 8 HOUSING ASSISTANCE FUND		
Fund Balance	16,922	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	16,922	Carryover - encumbrances outstanding at 9/30/24
G. LAW ENFORCEMENT TRUST FUND		
Fund Balance	25,811	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	25,811	Carryover - encumbrances outstanding at 9/30/24
H. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	587,918	Increase estimated revenues for Federal Grants
State Grants	65,324	Increase estimated revenues for State Grants
Total Estimated Revenues	653,242	
Appropriations		
Purchase Orders Payable	653,242	Carryover - encumbrances outstanding at 9/30/24
I. GOLF COURSE FUND		
Fund Balance	37,859	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	37,859	Carryover - encumbrances outstanding at 9/30/24

THE CITY OF PENSACOLA
NOVEMBER 2024 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2024-88

FUND	AMOUNT	DESCRIPTION
J. EASTSIDE TIF FUND		
Fund Balance	88,411	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	88,411	Carryover - encumbrances outstanding at 9/30/24
K. WESTSIDE TIF FUND		
Fund Balance	156,550	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	156,550	Carryover - encumbrances outstanding at 9/30/24
L. RECREATION FUND		
Fund Balance	6,150	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	6,150	Carryover - encumbrances outstanding at 9/30/24
M. TENNIS FUND		
Fund Balance	29,241	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	29,241	Carryover - encumbrances outstanding at 9/30/24
N. COMMUNITY MARITIME PARK MGT SVCS FUND		
Fund Balance	76,197	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	76,197	Carryover - encumbrances outstanding at 9/30/24

THE CITY OF PENSACOLA
NOVEMBER 2024 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2024-88

FUND	AMOUNT	DESCRIPTION
O. AMERICAN RESCUE PLAN FUND		
Federal Grants	935,499	Appropriate estimated revenues for Federal Grants
Appropriations		
Purchase Orders Payable	935,499	Carryover - encumbrances outstanding at 9/30/24
P. LOCAL OPTION SALES TAX FUND		
Fund Balance	2,034,358	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	2,034,358	Carryover - encumbrances outstanding at 9/30/24
Q. CRA SERIES 2017 PROJECT FUND		
Fund Balance	533,429	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	533,429	Carryover - encumbrances outstanding at 9/30/24
R. CRA SERIES 2019 PROJECT FUND		
Fund Balance	548,798	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	548,798	Carryover - encumbrances outstanding at 9/30/24
S. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	1,002,078	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	1,002,078	Carryover - encumbrances outstanding at 9/30/24

THE CITY OF PENSACOLA
NOVEMBER 2024 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2024-88

FUND	AMOUNT	DESCRIPTION
T. GAS UTILITY FUND		
Fund Balance	1,851,044	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	1,851,044	Carryover - encumbrances outstanding at 9/30/24
U. SANITATION FUND		
Fund Balance	525,736	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	525,736	Carryover - encumbrances outstanding at 9/30/24
V. PORT FUND		
Estimated Revenues		
Non- Operating	1,801,070	Appropriate estimated revenues for Non- Operating Sources
State Grants	280,028	Appropriate estimated revenues for State Grants
Federal Grants	4,477,244	Appropriate estimated revenues for Federal Grants
Total Estimated Revenues	6,558,342	
Fund Balance	304,147	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	6,862,489	
Appropriations		
Purchase Orders Payable	6,862,489	Carryover - encumbrances outstanding at 9/30/24

THE CITY OF PENSACOLA
NOVEMBER 2024 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2024-88

FUND	AMOUNT	DESCRIPTION
W. AIRPORT FUND		
Estimated Revenues		
Federal Grants	4,493,875	Increase estimated revenues for Federal Grants
State Grants	31,391,403	Increase estimated revenues for State Grants
Private Grants	42,155,966	Appropriate Funding From Private Grants
Transfer In From Local Option Sales Tax Fund	2,848,963	Appropriate funding from Transfer in From Local Option Sales Tax
Total Estimated Revenues	80,890,207	
Fund Balance	5,918,154	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	86,808,361	
Appropriations		
Purchase Orders Payable	86,808,361	Carryover - encumbrances outstanding at 9/30/24
X. INSURANCE RETENTION FUND		
Estimated Revenues		
Charges for Services R/M	23,000	Increase estimated revenues for Charges For Services R/M
Appropriations		
Purchase Orders Payable	23,000	Carryover - encumbrances outstanding at 9/30/24
Y. CENTRAL SERVICES FUND		
Estimated Revenues		
Charges for Services - Technology Resources	1,111,882	Increase estimated revenues for Charges For Services - Technology Resources
Charges for Services - Engineering	63,599	Increase estimated revenues for Charges For Services - Engineering
Charges for Services - Garage	8,125	Increase estimated revenues for Charges For Services - Garage
Total Estimated Revenues	1,183,606	
Appropriations		
Purchase Orders Payable	1,183,606	Carryover - encumbrances outstanding at 9/30/24

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-958 | City Council | 11/14/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 12-24 - AMENDING SECTION 10-4-17 - SCHEDULE OF RATES AND CHARGES FOR THE SALE OF NATURAL GAS

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 12-24 on second reading:

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF THE CITY OF PENSACOLA ENTITLED: "SCHEDULE OF RATES AND CHARGES"; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2007, City Council adopted a rate study that allowed for an annual inflation adjustment component to provide for funding to maintain the City's natural gas system. The fiscal year 2025 budget has been prepared with an increase based on the CPI of 15.0%.

PRIOR ACTION:

September 11, 2024 - City Council adopted Resolution 2024-75 - Adopting a Final Budget For Fiscal Year Beginning October 1, 2024, which included rate adjustments based upon changes in the CPI.

October 24, 2024 - City Council approved Proposed Ordinance No. 12-24 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

The rate change has been incorporated in the Fiscal Year 2025 Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/1/2024

STAFF CONTACT:

Tim Kinsella, Jr., City Administrator
Amy Miller, Deputy City Administrator
Amy Lovoy, Chief Financial Officer
Darryl Singleton, Pensacola Energy Director

ATTACHMENTS:

1. Proposed Ordinance No. 12-24
2. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 12-24

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA ADJUSTING RATES AND CHARGES FOR THE SALE OF NATURAL GAS; PROVIDING FOR SEVERABILITY REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 10-4-17 of the Code of the City of Pensacola, Florida, is hereby amended to read:

Sec. 10-4-17. Schedule of rates and charges.

(a) The charges and assessments set forth below shall be levied and assessed by the Department of Pensacola Energy through the mayor for natural gas services provided by the city to consumers.

The charges for gas are segregated according to the following service classifications: residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside the city limits (GC-1, GC-2), interruptible industrial contract (GI-l, GI-2, GI-3, GI-4), City of Pensacola, almost firm service (GAF), flexible gas transportation (GTS, GPT, GIT, GVT), compressed natural gas service (CNG), and street or outdoor lighting.

(b) Purchased gas adjustment (PGA). Service classifications having a distribution charge stated in Mcfs shall have the price per Mcf adjusted by the amount of any increase or decrease in the cost of gas purchased for resale. Changes to the PGA will be effective at the beginning of a monthly billing cycle.

(c) For the purpose of calculating the municipal public service tax, the city's cost of gas prior to October 1, 1973, was $0.45 per Mcf.

(d) Weather normalization adjustment (WNA). To adjust for fluctuations in consumption due to colder or warmer than normal weather during the months of October through March of the previous or current fiscal year, a WNA will be assessed on service classifications GR-1, GR-2, GC-1, GC-2, and GIT according to the following formula:

$$WNA = R \times \frac{(HSF \times (NDD-ADD))}{(BL + (HSF \times ADD))}$$

Where:

WNA = Weather normalization adjustment factor for each rate schedule classification expressed in cents per Mcf.

R = Weighted average base rate of temperature sensitive sales for each included rate schedule.

HSF = Heat sensitive factor for the appropriate rate schedule.

NDD = Normal billing cycle heating degree.

ADD = Actual billing cycle heating degree day.

BL = Average base load sales for each billing cycle.

Normal degree days (NDD) shall be based on the most current National Oceanic and Atmospheric Administration (NOAA) 30-year normal data. Actual degree days (ADD) shall be based on NOAA data.

(e) The distribution pipeline infrastructure cost adjustment (DPICA) shall be adjusted annually, effective each October 1, by a percentage equal to the amount of eligible distribution pipeline infrastructure costs divided by the total test year margin revenues associated with the residential gas inside and outside city limits (GR-1 and GR-2), commercial gas inside and outside city limits (GC-1, GC-2, and GIT), and municipal operated building and facilities as shown for the 2012 Test Year shown in the most recent Cost of Service and Rate Design Study. Eligible distribution pipeline infrastructure costs include costs that meet all of the following conditions:

(1) The principal purpose of the project is not to increase revenues by directly connecting the infrastructure replacement to new customers;

(2) The project, or discrete portions thereof, are in service and used and useful;

(3) The costs of the project are not included in the city's existing base rates;

(4) The principal purpose of the project is to replace or extend the useful life of existing infrastructure, or otherwise enhance the infrastructure of city's physical plant; and

(5) City undertakes the project to comply with a valid statute, rule, regulation, order or ordinance, or other lawful requirement of a federal, state, or local governing or regulatory body having jurisdiction over pipeline integrity.

The percentage shall not exceed ten percent of the non-gas operating expenses in the current fiscal year budget and will be applied to the rates used for each bill over the following 12 months.

(f) Distribution and customer charge rates shall be adjusted annually if approved by the city council during budget sessions, effective each October based upon the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1 of the preceding year and ending March 31 of the current year. The applicable rates are residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside city limits (GC-1, GC-2), contract delivery, and municipal operated buildings and facilities.

(g) Tariff changes to pipeline transportation fees shall be assessed to each rate class upon implementation by the interstate or intrastate pipeline.

(h) Service charges shall include a customer charge and a distribution charge. The customer charge is a fixed monthly charge for having gas available and the distribution charge is a variable monthly charge based on consumption of gas. Service charges are as follows:

(1) *Service classification: GR-1, residential gas service.* (Within city limits).

a. *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.

b. *Customer charge.* (~~$9.94~~) ($11.43) fixed monthly charge, plus

c. *Distribution charge.* (~~$8.34)~~ ($9.59) per Mcf.

(2) *Service classification: GR-2, residential gas service.* (Outside city limits).

a. *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.

b. *Customer charge.* (~~$11.09~~) ($12.75) fixed monthly charge, plus

c. *Distribution charge.* (~~$10.31~~) ($11.86) per Mcf.

(3) *Service classification: GC-1, commercial service.* (Within the city limits).

a. *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.

b. *Customer charge.* (~~$17.58~~) ($20.22) fixed monthly charge, plus

c. *Distribution charge.* ~~($8.34~~) ($9.59) per Mcf.

(4) *Service classification: GC-2 commercial service.* (Outside the city limits).

a. *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.

b. *Customer charge.* (~~$19.97~~) ($22.97) fixed monthly charge, plus

c. *Distribution charge.* (~~$10.31~~) ($11.86) per Mcf.

(5) *Service classification: GI-1, interruptible industrial contract service, small volume.*

a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.

b. *Contract volume.* Not less than 25 Mcf per day.

c. *Customer charge.* $200.00 fixed monthly charge, plus

d. *Distribution charge.* $2.05 per Mcf.

(6) *Service classification: GI-2, interruptible industrial contract service, large volume.*

a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.

b. *Contract volume.* Not less than 250 Mcf per day.

c. *Customer charge.* $200.00 fixed monthly charge, plus

d. *Distribution charge.* $1.05 per Mcf.

(7) *Service classification: GI-3, interruptible industrial flexible contract service, large volume.*

a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.

b. *Contract volume.* Not less than 500 Mcf per day.

c. *Customer charge.* $200.00 fixed monthly charge, plus

d. *Distribution charge.* Rates to be negotiated.

(8) *Service classification: GI-4, interruptible transportation flexible contract service.*

a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.

b. *Contract volume.* Not less than 100 Mcf nor more than 500 Mcf per day.

c. *Customer charge.* $200.00 fixed monthly charge, plus

d. *Distribution charge.* The GI-4 distribution charge shall consist of the following components:

1. The contracted cost of gas as it may vary from time to time, plus
2. The existing transportation rate on the city's natural gas distribution system as established under the annual pipeline transportation fees of $1.74 plus $0.92 local transportation charge net per one MMBTU/day transported for gas transportation service, plus
3. A $0.07 margin on the contracted cost of natural gas.

These three components shall determine the monthly cost of any consumer in this class or rate times the number of MMBTUs used by the consumer.

(9) *Service classification: City of Pensacola.*

a. *Availability.* Available to all current municipally operated buildings and facilities, and current and former municipally operated utilities, and other uses as authorized by the mayor. Measurement shall be by standard meter as normally used within the city.

b. *Customer charge.* (~~$22.18~~) ($25.51) fixed monthly charge, plus

c. *Distribution charge.* (~~$3.24~~) ($3.73) per Mcf.

(10) *Service classification: GTS, gas transportation service.* (For large volume commercial/industrial consumers).

a. *Availability.* Available to a consumer with sufficient resources for purchasing its own natural gas supplies and transporting it on the city's natural gas system to the consumer's facilities. The city will determine which gate station on the city's interstate pipeline transporter system has adequate capacity to receive the transportation request. There shall be a separate contract with each consumer for each service location which includes a customer charge, a distribution charge, and a charge for fuel.

Such contracts may be executed by the mayor. Contracts for this service must be for not less than one year.

Consumers using this service must have adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary.

b. *Contract volume.* Transportation volumes not less than 200 MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

c. *Customer charge.* $200.00 fixed monthly charge, plus

d. *Distribution charge.* Rates to be negotiated.

An additional $0.0475/MMBTU shall be added to cover administrative, maintenance, and monitoring costs for the transportation distribution on a daily basis. The consumer must notify the city a minimum of five working days prior to the beginning of each month and identify the volume of the third party gas to be transported on the system during that month.

(11) *Service classification: GPT, gas purchased transportation service.* (For large volume commercial/industrial consumers).

a. *Availability.* Available to a consumer using the city's natural gas service. There shall be a separate contract with each consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.

b. *Contract volume.* Transportation volumes not less than 200 MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

c. *Customer charge.* $200.00 fixed monthly charge, plus

d. *Distribution charge.* Rates to be negotiated.

A $0.07 margin on the contracted cost of natural gas.

(12) *Service classification: GAF, almost firm service.*

a. *Availability.* Available to any consumer using the city's natural gas service. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.

b. *Contract volume.* Not less than 75 Mcf per day.

c. *Customer charge.* Two hundred dollars ($200.00) fixed monthly charge, plus

d. *Distribution charge.* $1.74 for annual pipeline transportation fees plus $0.92 local transportation charge net per one MMBTU/day transported for gas transportation service, plus

A $0.07 margin on the contracted cost of natural gas.

(13) *Service classification: GIT, flexible gas transportation service.*

a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.

b. *Customer charge.* (~~$19.97~~) ($22.97) fixed monthly charge, plus

c. *Distribution charge.* Rates to be negotiated.

(14) *Service classification: CNG, Compressed Natural Gas Service.*

a. *Availability.* Available to any commercial or industrial customer utilizing natural gas for compressed natural gas refueling facilities. Service under this rate classification shall be governed by individual contracts with consumer. Such contract will be executed by the mayor. Contracts for this service must be fore not less than one year. All consumers under this rate are subject to the terms of the contract.

b. *Distribution charge.* Rates to be negotiated.

(15) *Service classification: GVT, flexible governmental industrial transportation service.*

a. *Availability.* Available to all governmental industrial transportation customers utilizing the city's gas services. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.

b. *Contract volume.* Transportation volumes not less than 250 MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.

c. *Customer charge.* $200.00 fixed monthly charge, plus

d. *Distribution charge.* $0.70 per MMBTU.

(16) *Service classification: Street or outdoor lighting.*

a. *Availability.* Available to firm residential or commercial customers for continuous street, outdoor lighting, or communications power supply.

b. *Monthly rate.*

1. Communications power supply flat rate: $10.85.
2. Gas lights small, up to 2.36 cubic feet per hour: $10.85.
3. Gas lights medium, up to 3.48 cubic feet per hour: $15.95.
4. Gas lights large, up to 4.86 cubic feet per hour: $22.33.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall become effective at the beginning of the monthly November 2024 billing cycle 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 No. 12-24: AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA ADJUSTING RATES AND CHARGES FOR THE SALE OF NATURAL GAS; 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):

Amending Section 10-4-17 of the Code of the City of Pensacola for the distribution and customer charge rates based upon the Consumer Price Index published by the Bureau of Labor Statistics.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

Commercial Customer Charge will increase from $17.58 to $20.22 per month.
Commercial Distribution Charge will increase from $8.34 to $9.59 per Mcf.

3. Estimate of direct compliance costs that businesses may reasonably incur:

None

4. Any new charge or fee imposed by the proposed ordinance:

None

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Commercial both in-City and outside City = average of 2252
Municipal = average of 72

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 rate adjustments proposed were approved during two social media posted Council Meetings open to the public. Applicable rates affected by an annual Consumer Price Index adjustment to natural gas rates and charges include residential, commercial, and municipal customers (individuals as well as businesses).