



City of Pensacola

Agenda Conference

Agenda

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

November 12, 2024, 3:30 PM

Hagler-Mason Conference Room, 2nd Floor

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

ROLL CALL

PRESENTATION ITEMS

1. 24-1056 PRESENTATION: CITY WIDE STRATEGIC PLAN STRIVE TO THRIVE 2035

Recommendation: That City Council receive a presentation from GEHL on the City Wide Strategic Plan that they completed.

Sponsors: Mayor D.C. Reeves

Attachments: PRESENTATION

REVIEW OF CONSENT AGENDA ITEMS

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

REVIEW OF REGULAR AGENDA ITEMS

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

CONSIDERATION OF ANY ADD-ON ITEMS

DISCUSSION ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

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 #: 24-1056

Agenda Conference

11/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PRESENTATION: CITY WIDE STRATEGIC PLAN STRIVE TO THRIVE 2035

RECOMMENDATION:

That City Council receive a presentation from GEHL on the City Wide Strategic Plan that they completed.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola partnered with GEHL, a renowned urban design and strategy firm, to produce a 10-year strategic plan, "Strive to Thrive: Pensacola 2035." The strategic plan process created a vision for the next ten years that pinpoints key opportunities and challenges, sets goals and metrics, identifies priority initiatives, and developed a shared decision-making framework.

Over the last year, GEHL and city staff collaborated to develop a robust plan that is based heavily on community input. The multi-method visioning process included background research on existing plans and best practices, targeted insights from one-on-one interviews and workshops, and community-wide participation including an online survey and public open house.

This item provides GEHL the opportunity to share about the process and the final strategic plan deliverable.

PRIOR ACTION:

January 19, 2023 -- City Council adopted Supplemental Budget Resolution No. 2023-004 -- appropriating \$300,000 for the Citywide Strategic Plan

December 14, 2023 -- City Council approved a notice of intent to award a contractor to GEHL, Inc for the Citywide Strategic Plan

January 9, 2024 -- Kick off meeting with city staff and GEHL for the Citywide Strategic Plan

April 5, 2024 -- First Vision Group Workshop for the Citywide Strategic Plan; launch of Strive to Thrive: Pensacola 2035 & Pensacola2035.com

May 20, 2024 -- City Council received a presentation updating the Strategic Plan process.

June 27, 2024 -- Second Vision Group Workshop for the Citywide Strategic Plan

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Adrienne Walker, Historic Preservation Planner

ATTACHMENTS:

1. PRESENTATION

PRESENTATION: Yes

STRIVE TO THRIVE Pensacola 2035

A 10-year strategic plan

PENSACOLA
FLORIDA'S FIRST & FUTURE

Gehl



Strive to Thrive: Pensacola 2035 Project Team



Pensacola is a city in the Florida Panhandle, United States, and serves as the county seat and only city in Escambia County. The City of Pensacola is committed to creating opportunities and avenues to enhance the quality of life for all citizens through innovation and cooperation in harmony with its core values. Pensacola's estimated population is 53,724 as of the 2023 U.S. Census data. On November 22, 2022, D.C. Reeves was sworn in as mayor of Pensacola.

- D.C. Reeves**
Mayor
- Adrianne Walker**
Historic Preservation Planner
- Rachel Bennett**
Urban Design Planner
- Caitlin Cerame**
Transportation Planner



Gehl is an urban design, strategy, and research consultancy with experience working in over 300 cities around the world. We believe that by applying a people-first approach to planning, design, and research, we are able to solve some of our communities' most pressing challenges. Gehl has studios in Copenhagen, New York City, and San Francisco.

- Anna Muessig**
Team Director
- Brett Merriam**
Project Manager
- Candice Ji**
Designer & Planner
- Angela Kyle**
Local Expert, Engagement Specialist (Consultant)

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01

Executive Summary





INTRODUCTION

Welcome to Pensacola!

Pensacola is a vibrant coastal city where rich history and culture meet a cosmopolitan future. Residents here enjoy an exceptional blend of laid-back, family-friendly coastal living with vibrant, commute-worthy events and outdoor activities — adding up to a unique culture that is driving change in this little city.

As the city grows, it's navigating uncharted waters: contending with nationwide housing challenges and working to reposition itself in the evolving economy, all while providing a desirable quality of life.

Strive to Thrive: Pensacola 2035 is the city’s inaugural strategic plan — and with that, comes an opportunity to shape Pensacola’s future. Rather than a reactive approach, this plan sets the City on a course to proactively chart its evolution with key goals in mind.

This plan is a foundation on which future decisions will be made. Informed by feedback and perspectives from the Pensacola community, the plan lays out an ongoing and iterative process for city growth. If the City follows the roadmap this citizen-led process has generated, then Pensacola’s future will be bright.



Community development — Mayor Reeves, center left, at the celebration for the opening of the Blake Doyle Skatepark.

INTRODUCTION

While Pensacola shows great promise, key improvements are needed to unlock the city’s potential and create a livable, equitable, and healthy community. Throughout the strategic planning process, a number of key themes emerged that describe Pensacola’s current opportunities and challenges.

Opportunity for All / Pensacola is home to a diverse community, ranging from young families to older retirees. This is a point of pride: many residents are proud to have spent their life in Pensacola, or to have returned to their hometown after years away. People want Pensacola to be where they can grow and thrive at all stages of life, but gaps remain in educational and workforce opportunities, especially for youth and young families. Without stronger career and educational pathways, young people may struggle to see a prosperous future in the city.

Geography / Downtown Pensacola, particularly along Palafox Street, has seen strong investment and has become lively and prosperous. However, other neighborhoods in Pensacola lack the same level of investment and, particularly in western Pensacola, lack basic infrastructure and services to ensure a comfortable life. These areas require more focused investment to experience the same growth and vitality seen downtown.

New Development / Some recent investments in the public realm have catalyzed denser development Downtown, but Pensacola is competing with suburban sprawl that pulls energy away from the city core and exacerbates transportation challenges. To create a more livable Pensacola, the city must proactively incentivize the form of housing and commercial development it wants to see.

Resources / The city, county, and state offer valuable programs and resources, but many residents are unaware of these opportunities due to poor coordination among agencies. Improved communication and collaboration can help maximize the impact of these resources.

Capacity / Pensacola has many forward-thinking ideas in its planning documents, but lacks the capacity to execute them effectively. The City needs to select key priorities and direct its time, attention, and resources to a few big initiatives at a time. This iterative approach is both more feasible and more responsive to people’s needs, as the City can continually reassess what is needed next as Pensacola evolves over time.

Identity / Although Pensacola is prominent in Escambia County and Northwest Florida, the City needs a clear, distinct identity as the urban and cultural asset in the region. Defining this identity is essential for the city to position itself as a regional leader and an attractive destination for residents and businesses.

Pensacola Today: High-Profile Initiatives and Investments



Belmont-DeVilliers — A historic African-American neighborhood in Pensacola with ongoing efforts to preserve its rich cultural heritage while embracing its evolution.



Reimagine Palafox — Building on Palafox Street’s success, changes aim to enhance walkability, expand outdoor dining, and boost vibrancy with more entertainment in Downtown Pensacola.



Port of Pensacola — The future vision positions the Port as a key maritime asset, accommodating vessels and cargo while driving innovation in the expanding regional and global blue economy.



Bruce Beach — Enhancements to Bruce Beach include improved stormwater management systems that boost local ecology, all while honoring the site’s rich African American heritage.



Housing —New infill mixed-use commercial and residential development in the Belmont-DeVilliers neighborhood has transformed previously vacant land into much-needed housing.



Hollice T. William Greenway — Anchored by Blake Doyle Skate Park, the greenway will become a signature green spine with stormwater features and gathering areas for all ages.

WHY A PLAN

Why do we need a strategic plan?

Pensacola is at a turning point: it’s a city, rooted in rich history, that is growing and transforming with a renewed focus on livability and quality of life for all. Pensacola’s history has been shaped by multiple private- and public-sector plans, policies, and regulations that impact people who live and work here. While many plans have focused on specific Community Redevelopment Areas, like Urban Core CRA District, or citywide assets, like Palafox Street, few have tried to address the entire city in a single document like Strive to Thrive: Pensacola 2035.

This document, informed by extensive consultation with and surveying of communities, is a tool to guide city government’s decision-making and ensure that strategic initiatives add up to achieve the broader goals and values of the Pensacola community.

This document speaks to city officials, setting out prioritized goals that public sector investments will strive to achieve. This plan also speaks to private entities — nonprofits, businesses, developers, and more — signaling a clear set of actions where these groups can play a role. And, this plan speaks to Pensacola’s community at large, laying out what matters most to them and holding public and private actors accountable to their concerns.

→ **STRIVE TO THRIVE: PENSACOLA 2035 IS AN “UMBRELLA” TOOL** — this plan guides the City’s future annual budgets, capital projects, and policy priorities, ensuring public decision-making is focused on the needs of the entire City and all of its residents. Under this umbrella are multiple different initiatives, from subject-specific plans to innovative policies, all of which — sometimes separate efforts, other times interrelated initiatives — are organized under the same recommended goals and actions set out in this plan. As time goes by, more and more initiatives will emerge as opportunity presents itself — this plan sets the overarching framework to ensure that time, funds, and attention are funneled to projects foster this vision.

Relationship to Other City Projects, Initiatives, and Planning Plans



TIMELINE

Planning process for a thriving Pensacola in 2035

Over the course of a year, the Strive to Thrive team has developed the strategic plan. The approach combined multiple inputs to create a community-driven vision and decision-making framework for Pensacola’s future.

Background Research & Learning from Communities: the process started with deep research into Pensacola’s own planning initiatives, coupled with research into relevant best practices from around the world. At the same time, the team gathered extensive input through a variety of engagement activities with community members throughout Pensacola.

Vision: from these inputs, the team derived both a community-driven vision and decision-making framework. This vision is a “north star” for Pensacola, setting the direction for how the city should evolve over the next ten years. The decision-making framework channels community concerns and desires into action, ensuring future projects are in line with what matters most to residents.

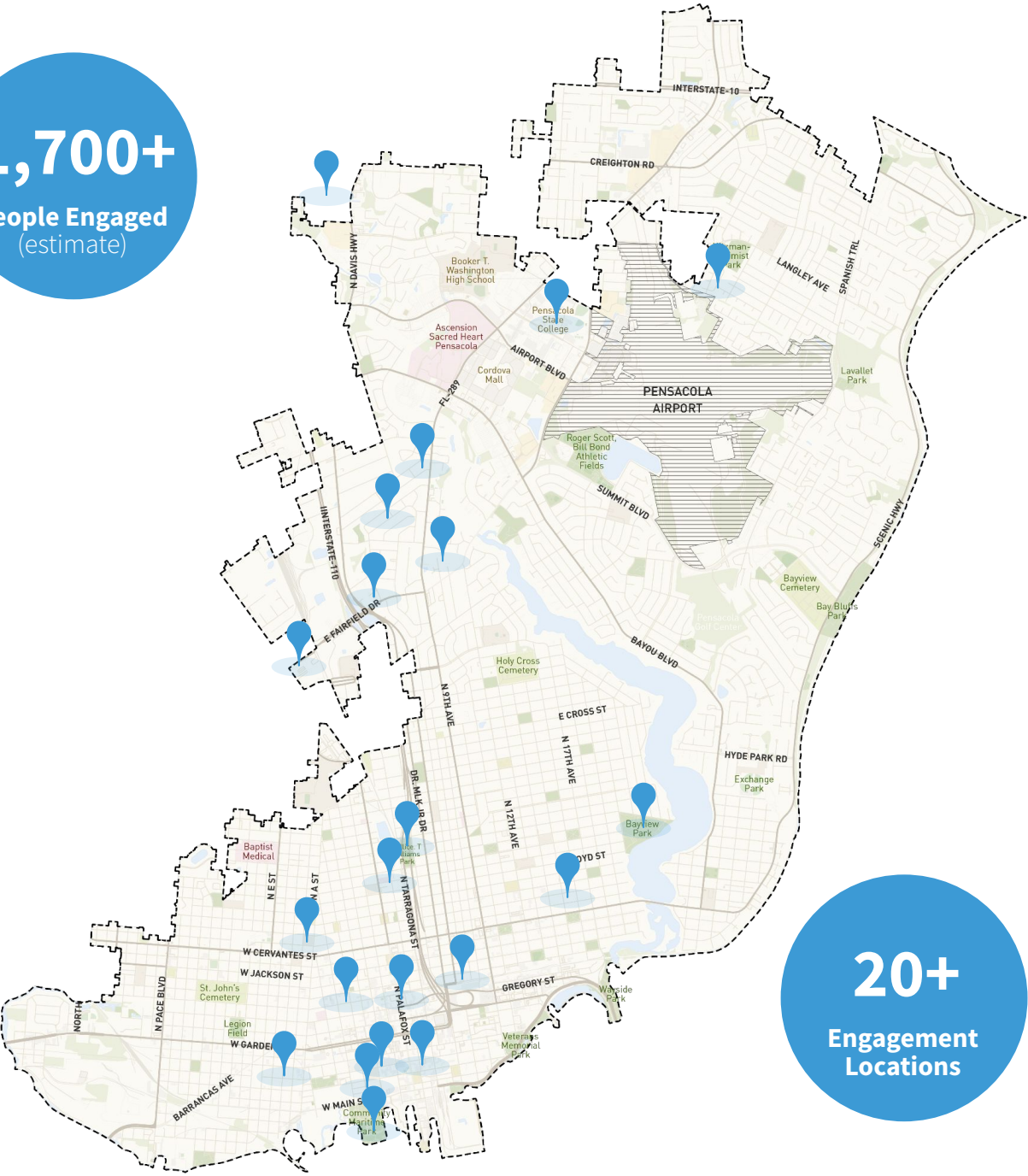
A Living Strategic Plan: the plan itself is made up of eight Goals, each with their own description, metrics for success, and recommended actions. The implementation plan sets out an iterative process to steward this plan over time and make sure the plan can evolve along with the city.



APPROACH

We engaged with the Pensacola community at a variety of locations across the city to capture insights.

1,700+ People Engaged (estimate)



20+ Engagement Locations

Storytelling Solutions of America Teen Summit Focus Group



Public Open House



Visioning Survey



Vision Group Workshop



Parent University Back to School Festival Pop-up



Juneteenth UnityFest Pop-up



Latin Salsa Festival Pop-up



Walking Tour with City Staff and Neighborhood Association



KEY TAKEAWAYS ABOUT PENSACOLA TOMORROW

7 Residents want a plan that addresses livability, health, and equity over the next ten years.

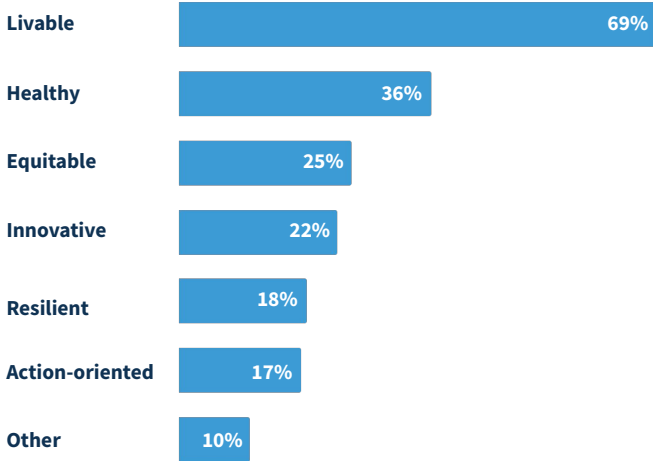
The Visioning Survey prompted respondents to select themes they would like prioritized in the strategic plan. The top three themes were: “Livable” (69%), “Healthy” (36%), and “Equitable” (25%).

Livability was defined as “Pensacola is a livable place where its diverse urban amenities and pristine ecosystems bring people from all walks of life together.”

Health was defined as “Pensacola is a healthy place that promotes wellbeing and safety for people of all ages and abilities.”

Equity was defined as “Pensacola is an equitable place where every person has the freedom and comfort to explore who they want to be.”

Survey Question: What themes should Pensacola consider when setting a 10-year vision?



“My big idea for Pensacola in 2035 is for everyone to have a place to live and be in great health”
— Visioning Survey Respondent, under 17 years

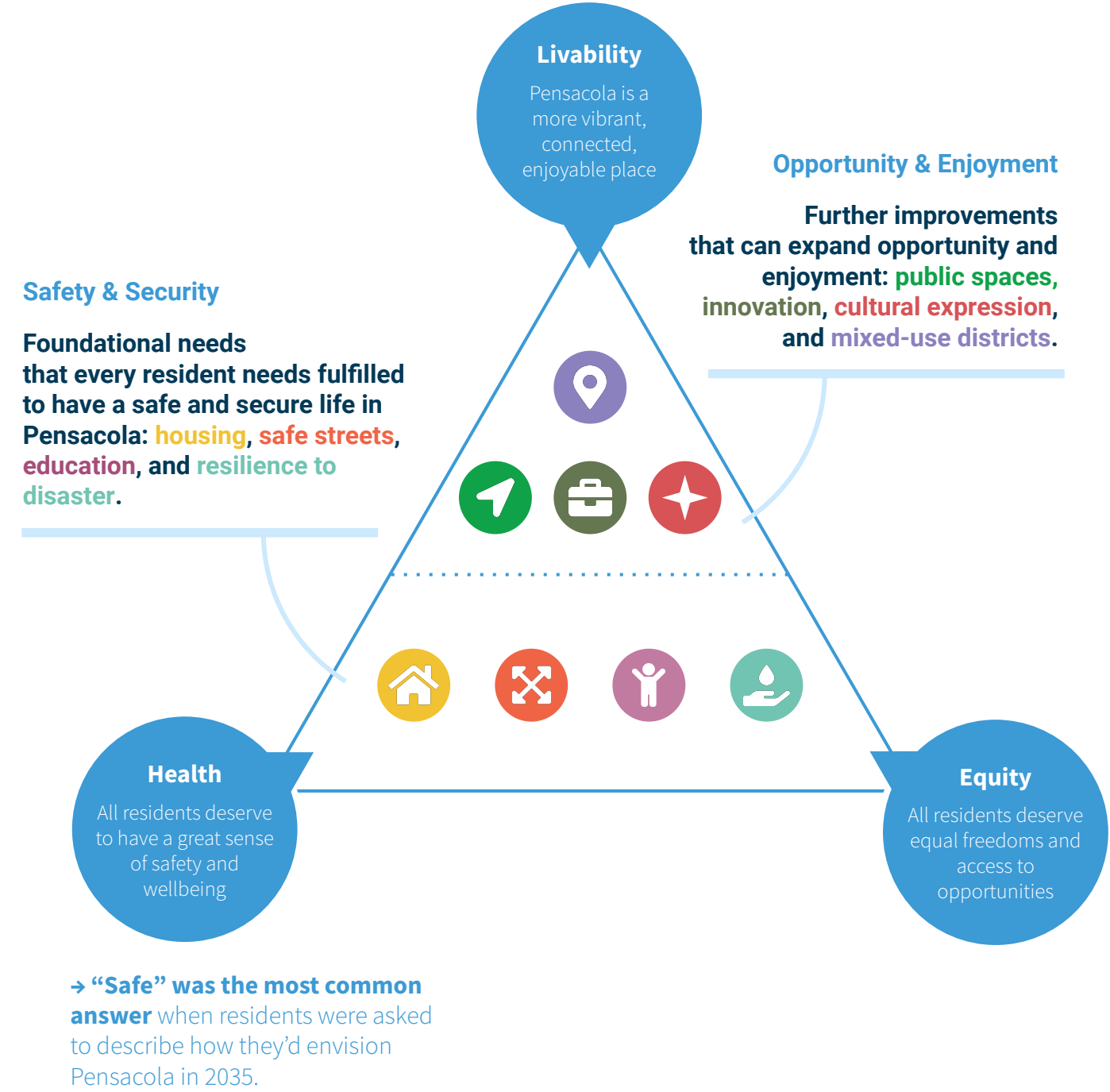
Key Demographic Spotlight

When looking specifically at responses from only people of color, the top three themes are the same, with “Livable” as the most common selection. However notably, “Equitable” was the second most common choice, with “Healthy” taking the third spot.

“Creating an equitable community is important as our community grows to ensure that working class families aren't left behind, and to preserve Pensacola as a place where everyone can thrive.”
— Visioning Survey Respondent, person of color, age 25-34 years

COMMUNITY PRIORITIES

Pensacola’s community strives toward a city where security and opportunity are both plentiful for all.



How might we create a shared vision for Pensacola's future that guides our priorities over the next 10 years?

As the City evolves, a shared vision is crucial to guide investments and decisions over the next decade. This strategic plan provides a clear roadmap for Pensacola to work collaboratively toward its future goals.

With many initiatives already underway, the City of Pensacola engaged Gehl, an urban design, research, and strategy firm, to explore what residents love and want to preserve in Pensacola today, what changes they envision in their neighborhoods, and the big ideas they have for the City's future. Gehl led an extensive, multi-method visioning process that included a review of existing city plans, global best practices in urban strategy, and a robust community engagement effort.

The visioning process involved over 1,300 survey responses from those who live, work, and play in Pensacola, a public open house, two vision workshops with representatives from public, private, and community sectors, two focus groups with Black and African American residents and youth, interviews with four city council members, expert input from housing and economic development professionals, and more.

The result is a forward-looking vision for Pensacola, along with a community-informed decision-making framework and eight key goals that the city will work toward over the next ten years. This strategic plan sets the stage for Pensacola to thrive as a leader in livability, health, and equity.

VISION STATEMENT



- 1** Equitable outcomes for everyone — no matter one’s background

4 A city that current and future generations want to build a life in
- 2** Investments that promote security and opportunity

5 A city with all the necessary and fun assets that let people lead full lives
- 3** Foundational necessities like housing, safe streets, and community resources

6 Services, amenities, and places that help you every step of the way

PRIORITIZATION FRAMEWORK

A community-informed decision-making framework ensures Pensacola's future investments address core community concerns.



Prioritize basic needs first

- Does this project address safety and security: attainable housing, safer streets, well-resourced community facilities, or resilience?



Prioritize more mixed-use hubs beyond Downtown

- Does this project advance investment in livability outside of Downtown to create more neighborhood centers with walkable amenities and services?



Prioritize feasible wins

- Does this project have a clear path to implementation, community partners and champions, and/or access to funding?



Prioritize racial equity

- Does this project further equitable outcomes for communities of color in Pensacola, especially for attainable housing and quality of infrastructure?



Prioritize systems

- Does this project address multiple strategic goals at once?

City leaders should prioritize projects based on these questions above, with more "yeses" indicating higher priority.

GOALS

Eight goals to guide priorities for Pensacola over the next 10 years



Attainable Housing for All Income Levels



Safe Streets for All Mobilities



Support for Youth Experiences



Resilient Waterfronts and Neighborhoods



More Walkable, Mixed-use Districts



Public Spaces that Connect Communities



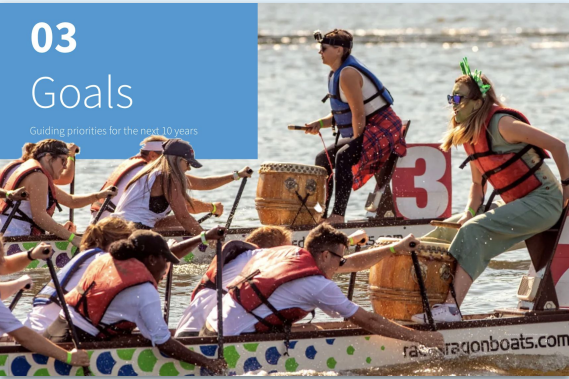
Thriving Innovation and Businesses



Neighborhoods that Celebrate Culture and Honor Legacy

How to navigate the Goals chapter

1 This entire chapter is a framework of **proposed goals** for future City actions to improve local residents’ lives.



2 The chapter includes **eight goals**, each with its own subsection. These eight goals encapsulate major topics identified by residents and experts.



3 Each goal subsection includes ...

An **Introduction** on why this goal

A **map** highlighting key information and opportunity areas

Actions: suggested initiatives to realize the goal

Priority Action in Spotlight: impactful initiatives highlighted

Supporting data

Inspiring Case Studies

Evaluation Metrics



Attainable Housing for All Income Levels



Image source: Pensacola News Journal

Strive to Thrive: Pensacola 2035 13

WHY THIS GOAL

Housing costs are a major concern — with a desire for greater affordability and attainability for all income levels.

Pensacola is an incredible place to live, but this appreciation for the city’s unique charms has led to new housing challenges. From January 2020 to July 2022, the median monthly rent in the Pensacola metro area increased by 36%,¹ and among the ten most common jobs in the area, today only one (registered nurses) provides a salary sufficient to afford a two-bedroom apartment at the fair market rent.² This is a nationwide problem that has become more apparent here in Pensacola — and residents have taken note: the cost of housing is *the* top concern based on the Vision Survey.

Pensacola can do more — the city can and should encourage growth, while ensuring everyone has secure housing, no matter their income. This plan defines **affordable housing as subsidized housing** that strives to ensure people spend no more than 30% of their income on housing costs. **Attainable housing is non-subsidized housing** that residents can afford without spending more than 30% of their income on housing costs. Both affordable and attainable housing is needed to ensure everyone has access to secure, quality housing.

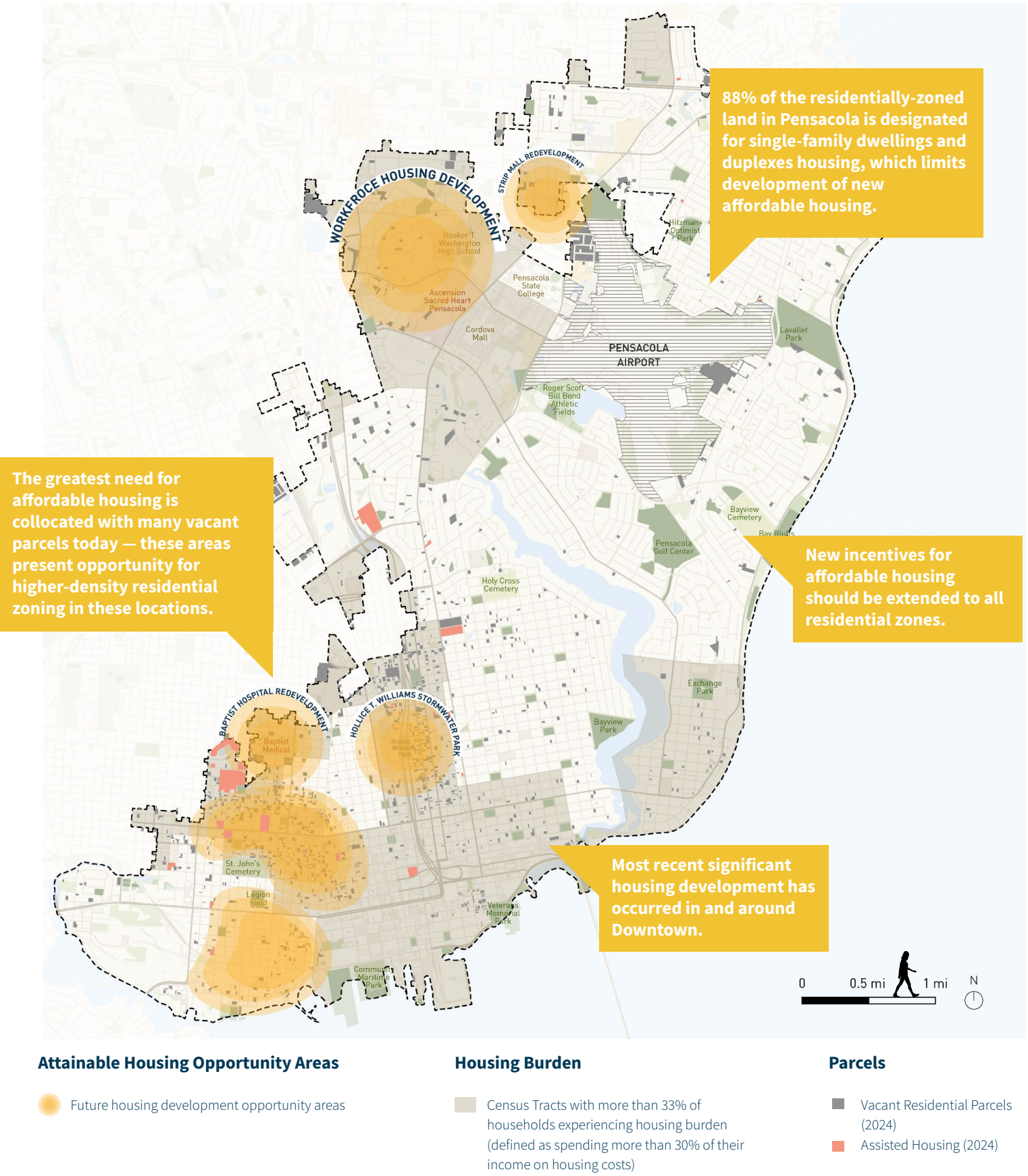
#1

Attainable housing was the top theme present in answers when survey respondents were asked: “What is the most critical challenge that Pensacola must address in the next 10 years?”

“Affordable housing is a critical challenge. I grew up here and love the city, but as a single income household, I cannot afford to live in the city. There are also not a lot of affordable rental options within the city.

— Visioning Survey Respondent, age 25-34

➔ **MOVING FORWARD** — How might Pensacola address the housing cost issue and ensure that people of all income levels can attain — and hold on to — housing? By prioritizing the creation of affordable rental units, Pensacola can most directly — and equitably — tackle the extent of housing burden in the city. By prioritizing the housing needs for the most insecure, Pensacola can stabilize its housing challenges. This approach would help the city better meet the needs of its current residents while also accommodating future growth.



¹ Apartment List, 2022.
² Florida Housing Coalition, 2020.

ACTIONS

Actions for housing over the next ten years

Solutions must look at the creation of new, affordable and attainable housing options and preservation of what already exists — especially rental units for lower income residents. Priority actions focus on creating new incentives that promote mutually-beneficial outcomes for developers and residents. This means responsibly adding affordable dwellings where density improves livability.

➔ **NEXT STEPS** — It starts with taking a hard look at Pensacola’s zoning to incentivize creating new affordable housing. Today, Pensacola’s incentive zoning does not clearly define affordable housing in exchange for more density. This is a missed opportunity. Pensacola can conduct a real estate market analysis to amend zoning and work with developers to solve this problem.

ACTIONS	RELEVANT GOALS
➔ IN PROGRESS	
Identify and use surplus publicly-owned land for affordable housing development	
Invest in administration and communication for home rehabilitation programs	 
➔ POTENTIAL INITIATIVES	
Provide incentives for rental development at 60% AMI or below	
Create overlay districts to incentivize infill residential density near existing and planned amenities: trails, commercial corridors, walkable districts	 
Work with mission-based developers and faith-based organizations to find infill development opportunities	
Work with developers and landlords to use Project Based Vouchers for low income affordability	
Seek to attract non-profit community development financial institutions that can build local developers’ capacities	

← PRIORITY ACTION

PRIORITY ACTION IN SPOTLIGHT

➔ Provide incentives for rental development at 60% AMI or below

Why priority? Enacting zoning reforms and clear incentives aimed at increasing low-income rentals is crucial to equitably addressing the ongoing housing crisis in Pensacola. Zoning reforms can allow for more diverse and higher-density housing options which will lead to increase in housing supply and more efficient land uses.

Recommended Implementers
Lead: Mayor’s Office
Partners: City of Pensacola Housing Department

Key Implementation Considerations

1. Use interactive dashboards to help developers see the value of incentives

An interactive dashboard can allow planners, developers, and policymakers to model how different incentives and affordable housing requirements impact the economics of housing development projects.

➔ **Best Practice:** Learn more from the Inclusionary Housing Calculator. Developed by Grounded Solutions Network, the Calculator is an interactive tool designed to help cities and communities explore the relationship between various local incentives and the development of mixed-income housing.

2. Direct gap funding to small-scale and mission-based developers

Pensacola has a network of small-scale and mission-based housing developers, but the financing often does not pencil out without subsidy. Gap funding — in the form of tax credits, provision of publicly-owned land, or other direct contributions — will enable developers to develop.

3. Clearly tie incentives to requirements toward new and preserved affordable housing

Any and all public subsidy must be tied to explicit requirements for affordable housing. For instance, if incentives are given to developers or landlords to create new units or rehabilitate existing ones, then the City can require renting to Section 8 tenants. By clearly stating such expectations in amending zoning regulations and program applications, developers will better understand their own pro formas, which derisks their own decision-making processes.

INSPIRING CASE STUDIES

Land trust model to preserve and build attainable housing

In 2023, Pensacola Habitat for Humanity launched the Northwest Pensacola Community Land Trust as a method to preserve affordable housing and create homeownership opportunities at lower price points.



Image source: Pensacola Habitat for Humanity

Community Land Trust
Pensacola, FL



Image source: Public Domain

Affordable Home Development Program
Houston, TX



Financing the building of new mixed-income neighborhoods

Houston finances developers to sell homes at affordable prices to residents earning up to 120% of the Area Median Income (AMI). This program increases housing stock, including affordable units and homeownership opportunities. Developers must meet specific criteria, including ENERGY STAR® certification and city construction and resilience standards. Learn more about the Affordable Home Development Program in Houston [here](#).

¹ Minneapolis Land Use Reforms Offer a Blueprint for Housing Affordability. The Pew Charitable Trusts. 2024.



Updates to land code and zoning to enable more affordable development

In 2019, Minneapolis enacted its 2040 Vision, and with it, made sweeping changes to its zoning and development code. This included encouraging apartment development along commercial corridors, setting building height minimums in high-density zones, permitting duplexes and triplexes on all residential lots, and reducing parking minimums. From 2017 to 2022—covering some years before the plan took effect but after parking requirements were eased—nearly 21,000 new housing units were permitted. According to Pew, 87% of these units were in buildings with 20 or more units, while only 1% were in buildings with two to four units.¹ Learn more about the Zoning Reform in Minneapolis [here](#).

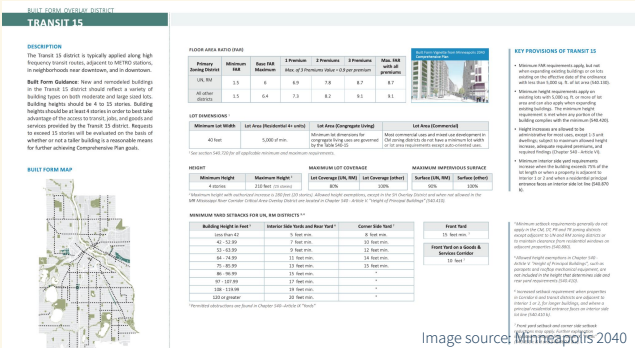
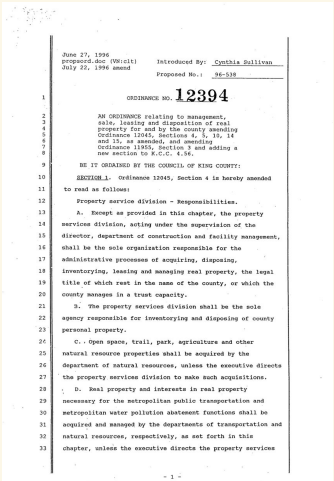


Image source: Minneapolis 2040

Zoning Reform
Minneapolis, MN



Surplus Land for Affordable Housing Development
King County, WA



Local ordinance to use surplus public land for affordable housing

Ordinance 12394, passed by King County, WA in 1996, requires any surplus publicly-owned parcels determined to be appropriate for residential development be sold or leased for development of affordable housing. Learn more about the use of publicly owned property for affordable housing [here](#).

EVALUATION METRICS

How to measure success over the next ten years

Success requires increasing both the availability and attainability of housing: more supply can help drive demand down to lower costs. But simply *more* housing won’t be sufficient — Pensacola needs to commit to adding and preserving permanently affordable housing.

Not all homes are made equal, either. To ensure residents have secure, safe housing, the city should strive to improve the quality of homes and measure residents’ satisfaction.

Availability	Increase in rental development in city limits
Attainability	Decrease house-price-to-income ratio (In 2024, Average Home Price: \$291,163¹ / Median Household Income: \$67,722² = ratio 4.30) Decrease rent-price-to-income ratio (In 2024, Median Gross Rent: \$1,150 per month³ / Monthly Income: \$42,494/12 = ratio 0.32) Decrease in % of Pensacola residents experiencing housing cost burden (spending more than 30% of income on housing costs)
Quality	Decrease in home vacancy rate (In 2020, Vacant Housing units: 3,144⁴ / Total Housing Units: 27,892 = 11%) Increase in retrofitting through CRA or Housing rehabilitation programs
Satisfaction	Increase in resident satisfaction with housing (In the 2023 Pensacola Resident Satisfaction Survey, 8% of respondents were "satisfied" and 13% were "very satisfied" when asked “When thinking about efforts to improve the City of Pensacola over the past year, how satisfied are you with housing market affordability?” ⁵)

¹ Rocket Homes. 2024
² American Community Survey 5-Year Estimates. U.S. Census Bureau. S1901. 2022.
³ American Community Survey 5-Year Estimates. DP 04. U.S. Census Bureau. 2022.
⁴ Decennial Census. H1. U.S. Census Bureau. 2020.
⁵ Resident Satisfaction Survey. City of Pensacola. 2023



Safe Streets for All Mobilities



Image source: Pensacola News Journal

Strive to Thrive: Pensacola 2035 —17

WHY THIS GOAL

Residents want **safe, enjoyable, and reliable streets** that encourage alternatives to driving — including walking, biking, and taking transit.

Great cities are made of great streets, and while Palafox is a Pensacola’s loveliest spot to stroll, many residents today don't consider walking, biking, and taking transit to be safe or preferred mobility options. The Pensacola community is requesting safer, more comfortable streets. In fact, 3 out of 5 (61%) survey respondents indicated they want safer streets for walking and biking. A more livable Pensacola will be a more walkable and bikeable Pensacola.

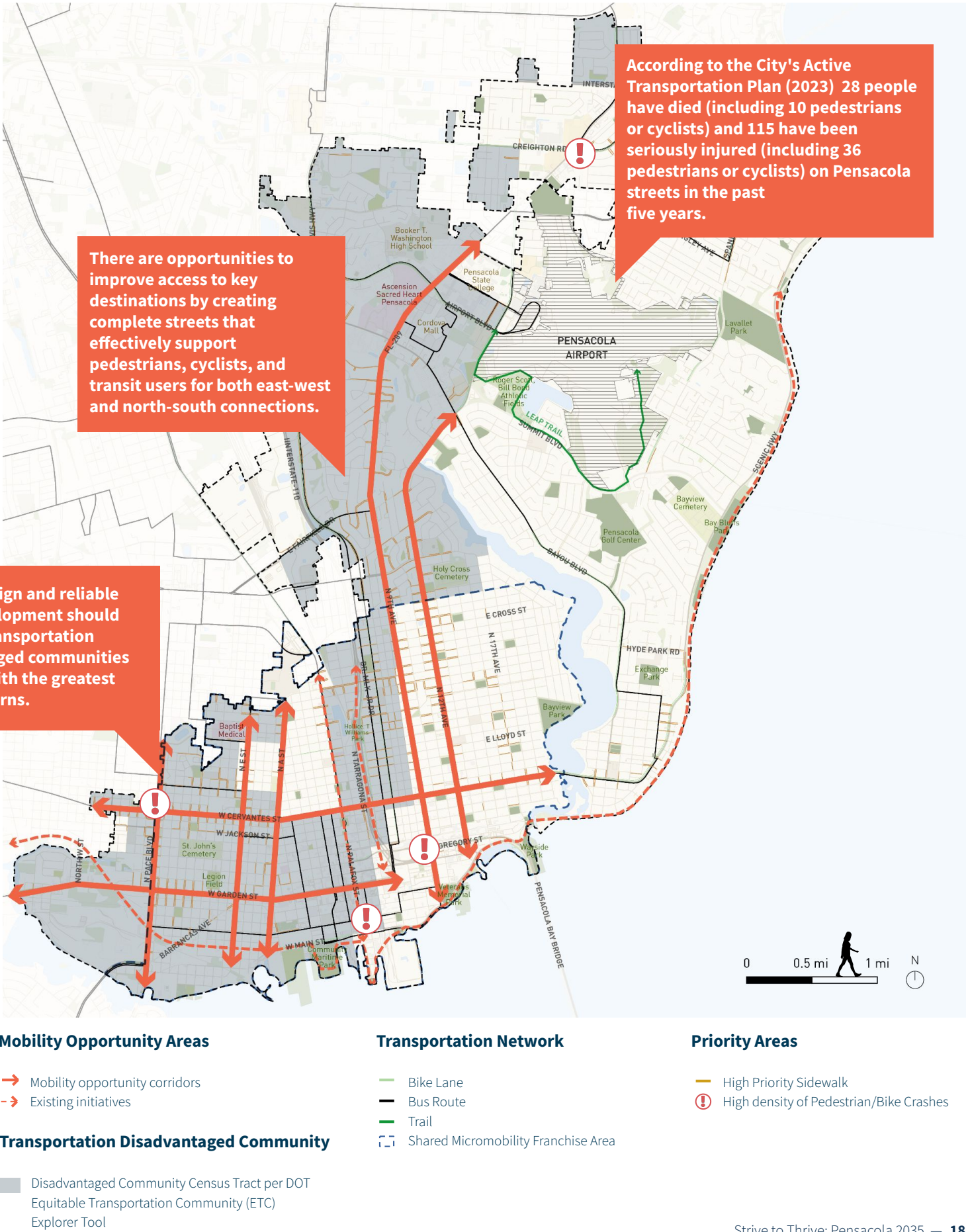
Transit is an important part of the picture, too. For some, transit is a lifeline. The lack of safe, reliable mobility options disproportionately impacts lower-income areas. To reach jobs, essential services, and even just fun destinations, most residents have to rely on personal cars, which for some, is a costly burden.

By encouraging other forms of mobility — walking, biking, transit — Pensacola can become better connected and parking less competitive. This all adds up to a safer more enjoyable city, where getting around isn’t a hassle, but a joy.

#1 “Safer streets for walking and biking” was the top answer when survey respondents were asked “To make your neighborhood an even better place to live, what would you like to see more of?”

“We need to be able to **move about our city without having to own a car** in a way that doesn't feel like taking our lives into our hands.”
— Visioning Survey Respondent, age 35-44

➔ **MOVING FORWARD** — How might Pensacola address the community's concerns around road safety and provide improved and dignified mobility options that encourage walking, biking, and transit use? Start with important corridors that link population centers and key destinations and transform these roads into complete streets that support all forms of mobility, from four wheels to two feet.



ACTIONS

Actions for mobility over the next ten years

Mobility is not just about helping people move around — it’s about helping people get to where they need to be. The vision for Pensacola is to create a safe, multimodal network of streets that connect key hubs of activity together. The first focus is on safety improvements, followed by enhancing the overall quality of the experience for people of all modes and abilities.

→ **NEXT STEPS** — Safety is the first order of business. Through tactical, near-term improvements, Pensacola can ensure safety for pedestrians, cyclists, and drivers at key high-injury sites.

ACTIONS	RELEVANT GOALS
→ POTENTIAL INITIATIVES	
Upgrade pedestrian crossings, sidewalks, bike lanes, and signalization systems	
Make complete streets along key arterials and collector roads between key destinations: like Cervantes, Main, 9th Ave, 12th Ave, Pace Blvd	 
Advocate investment in safe, well-designed bus stops and stations to encourage transit use	
Bring micro-transit circulators to Pensacola to alleviate congestion for events and better connect Downtown to the east and west	

← PRIORITY ACTION

PRIORITY ACTION IN SPOTLIGHT

→ Upgrade pedestrian crossings, sidewalks, bike lanes, and signalization systems

Why priority? Pedestrian safety and comfort is paramount. By investing first in these upgrades, Pensacola can gradually transform its streets into more human-scaled connections that work for all modes of travel. Pilot programs for safety improvements offer an opportunity to measure, test, and refine strategies before committing to long-term investments.

Recommended Implementers
Lead: City of Pensacola Public Works & Engineering Department
Partners: Escambia County Transportation and Traffic Operations, FDOT, CRA

Key Implementation Considerations

- 1. Demonstrate pilot projects along streets before grant funding**

Capital investments can be costly and slow. Temporary pilots enable quick change where it’s needed urgently. Create a design manual of approved treatments and materials to deploy tactical changes.

→ **Best Practice:** The City of Austin implemented a one-year pilot program reducing one lane on Barton Springs Road after a rise in crashes. The pilot resulted in a significant 64-73% reduction in high-risk speeding, with travel times remaining nearly unchanged compared to the previous year.
- 2. Collect human-centered data and communicate out**

When implementing changes to streets, it is important to collect data and communicate these findings to impacted communities. Often, these data insights lead to insights that help communicate the value of such an intervention. By sharing these findings, the public can more readily understand the value of such change. Create a digital project dashboard that shares these findings and share information through public open houses and tabling events.

A human-centered data point may sound like: “Expanding bulbouts at high injury intersections, resulted in X% fewer injuries and X% more daily pedestrian crossings on average.”
- 3. Leverage stormwater projects as opportunities for total streetscape enhancements**

Stormwater projects are streets projects, presenting a synergistic (and financially efficient) opportunity to holistically redesign streets. Where pedestrians and cyclists are present, streets should feature design cues that subtly influence drivers to slow down. Bulbouts, road markings, narrower lanes, and plantings can all encourage slower car speeds.

INSPIRING CASE STUDIES



Car-free ways to get around Pensacola and reduce traffic

Across many cities — including places like West Palm Beach, Miami, Anaheim, and Fort Lauderdale — all-electric micro-transit services offer free or low-cost rides. Learn more about local electric shuttle services [here](#).



All-Electric Transit Circulator
Multiple Cities



City-wide Safer Crossings
Buenos Aires, Argentina



Near-term, low-cost strategy for complete safe streets

After a major car crash caused serious injuries to many people, the City of Austin resolved to test a new street layout that prioritized bike and pedestrian safety — recent data analysis of the pilot shows a significant reduction of 64-73% in high-risk speeding on the road. Learn more about the Barton Springs Road Pilot in Austin [here](#).



Safer intersections — especially at high injury sites

The City of Buenos Aires transformed congested, unsafe streets with safety improvements for pedestrians that shorten walking distances between sidewalks. Quick-build pilot projects could demonstrate the effectiveness of these changes and support the case for longer-term capital investments that require support from the state and federal entities. Piloting safer pedestrian crossings at documented high-injury intersections across Pensacola could help prioritize safety where it's needed most: at dangerous intersections and near schools. Learn more about about best practices for urban road safety [here](#).

EVALUATION METRICS

How to measure success over the next ten years

Safety is paramount. In most cases, people will only walk and bike where they feel comfortable and safe. This means success depends on tracking traffic fatalities and injuries, but also measuring public perception of safety.

People also vote with their feet — success will look like more people opting to travel by foot, by bike, or by bus and fewer driving.

Safety	Reduction in traffic fatalities and serious injuries (From 2018 to 2023, about six deaths and 23 serious injuries occur on Pensacola streets every year.¹) Increase in public perception of street safety (In the 2023 Pensacola Resident Satisfaction Survey, 18% of respondents "agreed" and 5% "strongly agreed" when asked “When thinking about public safety in the city, how strongly do you disagree or agree with the following statements? Over the past year, the City of Pensacola has improved traffic safety.”²)
Modeshift	Increase in number of people who walk, bike, or take transit regularly (In 2022, 0.9% of workers 16 years and over used public transportation, 1.5% walked, and 1.3% bicycled as their means of transportation to work.³)
Accessibility	Increase in % of population with access to frequent and reliable transit options (public transportation and/or private microtransit)
Quality of Experience	% of streets with complete sidewalk coverage % of sidewalks with shade coverage (According to the latest Urban Tree Canopy study from 2013, Pensacola has a 29.2% urban tree canopy coverage, while American Forest recommends 40%)
Effectiveness	Number of quick-build, low-cost safety improvements implemented Linear feet of safe walking and biking routes improvements implemented

¹ Active Transportation Plan, City of Pensacola. 2023.
² Resident Satisfaction Survey, City of Pensacola. 2023.
³ American Community Survey 5-Year Estimates. DS0801. U.S. Census Bureau. 2022.
⁴ Decennial Census. H1. U.S. Census Bureau. 2020.



Support for Youth Experiences



Image source: Pensacola News Journal

Strive to Thrive: Pensacola 2035 –21

WHY THIS GOAL

Residents want the best opportunities for their children and care about the quality of educational programs.

Pensacola is a beautiful place to raise a family, but many residents are concerned that there are not enough opportunities for youth to grow, thrive, and ultimately choose to stay in Pensacola.

Schools play a big role in this. While Escambia County Public Schools administers public education, the City of Pensacola supports quality education and works to expand after-school programs to enrich kids’ and teens’ lives. However, high-quality and affordable child care is not accessible to many parents in Escambia County. As a result, only 42% of children in Escambia County were kindergarten-ready in fall 2021.¹ To attract talent and retain young families, the public education system and childcare services must better meet the needs of children and their families.

The solution requires collaboration between the City of Pensacola and Escambia County Public Schools. By leveraging and sharing resources together, Pensacola as a whole can build a supportive network of programs and places that help kids grow into their best selves.

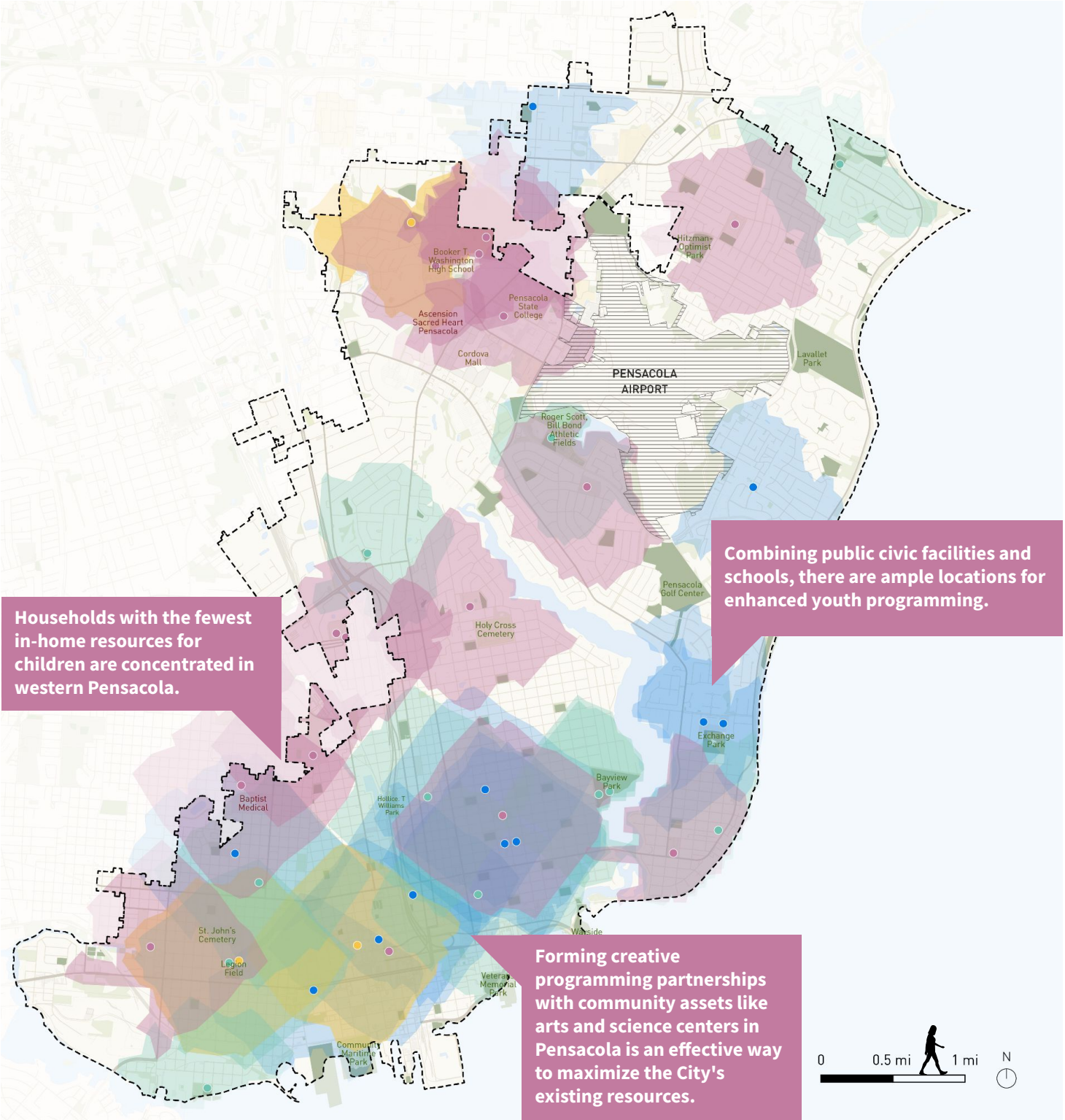
“**Schools are critical as children are the future** and if they have to leave to gain an education, the city will shrivel and die.”

— Visioning Survey Respondent, age 35-44 years

“It would also be nice to have more **programs that help high schoolers make the right choices for college.**”

— Focus group participant, teen

➔ **MOVING FORWARD** — How can Pensacola collaborate with the county’s school system to enhance support for families through quality childcare and before-and-after-school programs? By investing in educational initiatives, leveraging the city’s assets, and developing programs that support children and parents, Pensacola can become a city where young families feel empowered and confident to build their futures and inspire the next generation to stay.



Youth Experience
The following locations are suggested as existing and potential venues for youth experiences. Additionally, a 15-minute walkshed analysis is included to demonstrate the accessibility of these facilities.

- Public Schools
- Private Schools
- Resource Centers
- Libraries

¹ Needs Assessment. A Strategic Analysis of the Greatest Issues Facing Children, Youth and Families in Escambia County. September 2022.

ACTIONS

Actions for education over the next ten years

Pensacola needs to create better opportunities for youth both in and outside of school. While the City doesn't directly control local schools, it collaborates with and supports Escambia County Public Schools to enhance educational outcomes. The focus is on leveraging and sharing community assets to develop programs that support children at all stages, while also providing resources to assist parents. Working together, Pensacola aims to create a more comprehensive support system for its youth.



NEXT STEPS — The first step is for City and County leadership to collaborate and align on a holistic network of extracurricular care for kids. Recognizing that both the City and County have their own facilities and programs, integrating these into one system can help Pensacola families access childcare and educational activities that put kids first.

ACTIONS	RELEVANT GOALS
→ POTENTIAL INITIATIVES	
Partner with Escambia County Public Schools to share facilities and resources for extracurricular educational activities	 
Work with Escambia County Public Schools to offer supportive services to help increase school attendance	
Partner with local private and civic organizations in arts, design, and technology to nurture STEAM pipelines for youth	  
Promote state and local resources available for childcare facilities	

← PRIORITY ACTION

PRIORITY ACTION IN SPOTLIGHT

→ Partner with Escambia County Public Schools to share facilities and resources for extracurricular educational activities

Why priority? Partnerships between County schools and City and community assets can greatly enhance access to the region's unique recreational and educational facilities at a low cost. These collaborations strengthen community ties and provide children with a broader range of extracurricular activities that complement the academic curriculum. As extracurriculars, these programs also serve as a form of childcare, alleviating pressure on hardworking parents.

Recommended Implementers
Lead: Mayor’s Office
Partners: Escambia County Public Schools, City of Pensacola Parks and Recreation Department

Key Implementation Considerations

1. Partner with local private and civic organizations in arts, design, and technology to nurture STEAM pipelines for youth

Pensacola today works with the Parks & Recreation Department to administer after-school programs at community recreation centers, and has partnered with the local YMCA to increase access. This program can broaden its availability and programming by tapping into other local organizations like libraries and museums, along with other private enterprises like American Magic.

2. Establish Youth Leadership Council

Youth themselves should have a voice in shaping the city and the care they receive. This type of council brings together teens to advance children's rights and ensure youth voices are considered in the city's programs and decision-making. As one example, Pensacola can look to the [City of Houston](#), which has its own youth council called consisting of “Championing Change Youth Ambassadors.”

3. Ensure equitable access to program with transportation options

If kids can't get to afterschool programs, then the programs themselves won't matter — it's paramount that investment in extracurricular programs is paired with investment in equitable transportation. Leverage public-private partnerships to fill in gaps in Pensacola's transportation system.

INSPIRING CASE STUDIES



Image source: New England cottontails

Opportunity Portfolio
Boston, MA



Distributed network of institutions and facilities throughout the city for educational growth
Boston Public Schools (BPS) launched the Opportunity Portfolio in 2017 to ensure equitable access to quality learning opportunities. This initiative evaluates organizations across the city and selects top institutions, known as Portfolio Partners—such as Zoo New England, Eliot School of Fine & Applied Arts, and Science from Scientists—to offer programs in literacy, STEM, 5th Quarter Learning, and more. BPS provides Portfolio Partners with a variety of supports intended to grow their Portfolio Programs.

Investment in institutions like community centers, libraries, and botanical gardens can help provide programs for youth after school and beyond to foster a love for learning at all ages. Pensacola’s investment in educational programs leveraging city assets will help ensure youth have equitable access to career development and education, preparing them for success while relieving families of childcare concerns. Learn more about the Opportunity Portfolio in Boston [here](#).



Supporting early childhood education by providing necessary financial resources
Pittsburgh’s Early Childhood Education Quality Improvement Fund, known as the Child Care Quality Fund (CCQF), is designed to enhance the quality of early learning programs in the city. The fund provides grants to support facility upgrades and improvements, aiming to increase the number of high-quality early learning programs available to families in Pittsburgh. The fund was introduced by Mayor William Peduto’s administration and involves a \$2 million investment to upgrade child care facilities. Grants are awarded to child care providers to help them improve their services, with the goal of making high-quality early education more accessible. For example, in one instance, the fund awarded over \$387,250 to 11 child care centers, with individual grants reaching up to \$12,500 for improvements. Learn more about the Early Childhood Education Quality Improvement Fund in Pittsburgh [here](#).



Image source: Trying Together

Early Childhood Education Quality Improvement Fund
Pittsburgh, PA

¹ City of Pittsburgh Press Releases.Child Care Quality Fund Grants Over \$387,250 for Improvements to Local Child Care Facilities. September 21, 2021

EVALUATION METRICS

How to measure success over the next ten years

The outcomes for youth experience are complex and depend on many different jurisdictional factors. Not all of these metrics fall under the City’s direct control — however, it is important that the City measure and track the quality of youth experiences in a holistic manner.

The measures of success bridge two dimensions: quality of education outcomes for kids and access to childcare. By investing in the supports and programs outside of school hours, the City and School District together can work to improve outcomes for children in a holistic way.

Schooling	Increase in reading at Level 3 (basic) or higher in 3rd grade per school year (In the 2022-23 school year, approximately 50% of Escambia County children were reading at Level 3 or higher) Increase in high school graduation rates (In the 2022-23 school year, Escambia County's high school graduation rate was 80.5%) Increase in college enrollment rates
Childcare	Number of childcare centers supported % increase in number of families in proximity to childcare facilities Increase in % of kids ready for kindergarten (In fall 2021, 42% of the 2,692 children entering kindergarten were deemed ready)
Partnership	Number of educational partnerships and programs created

¹ Needs Assessment. A Strategic Analysis of the Greatest Issues Facing Children, Youth and Families in Escambia County. September 2022.



Resilient Waterfronts and Neighborhoods



Image source: Pensacola News Journal

Strive to Thrive: Pensacola 2035 -25

WHY THIS GOAL

Investment in resilient infrastructure is a signal that you are safe in Pensacola.

As a coastal city, Pensacola is highly vulnerable to the risks posed by rising sea levels, including increased coastal flooding and erosion. The City has already undertaken several key initiatives to address the impacts of climate change. Notable efforts include conducting a sea-level vulnerability assessment to identify priority areas, committing to achieve 30% renewable energy by 2030, and establishing a Climate Mitigation and Adaptation Task Force to guide local climate policy and engage the community in building resilience.

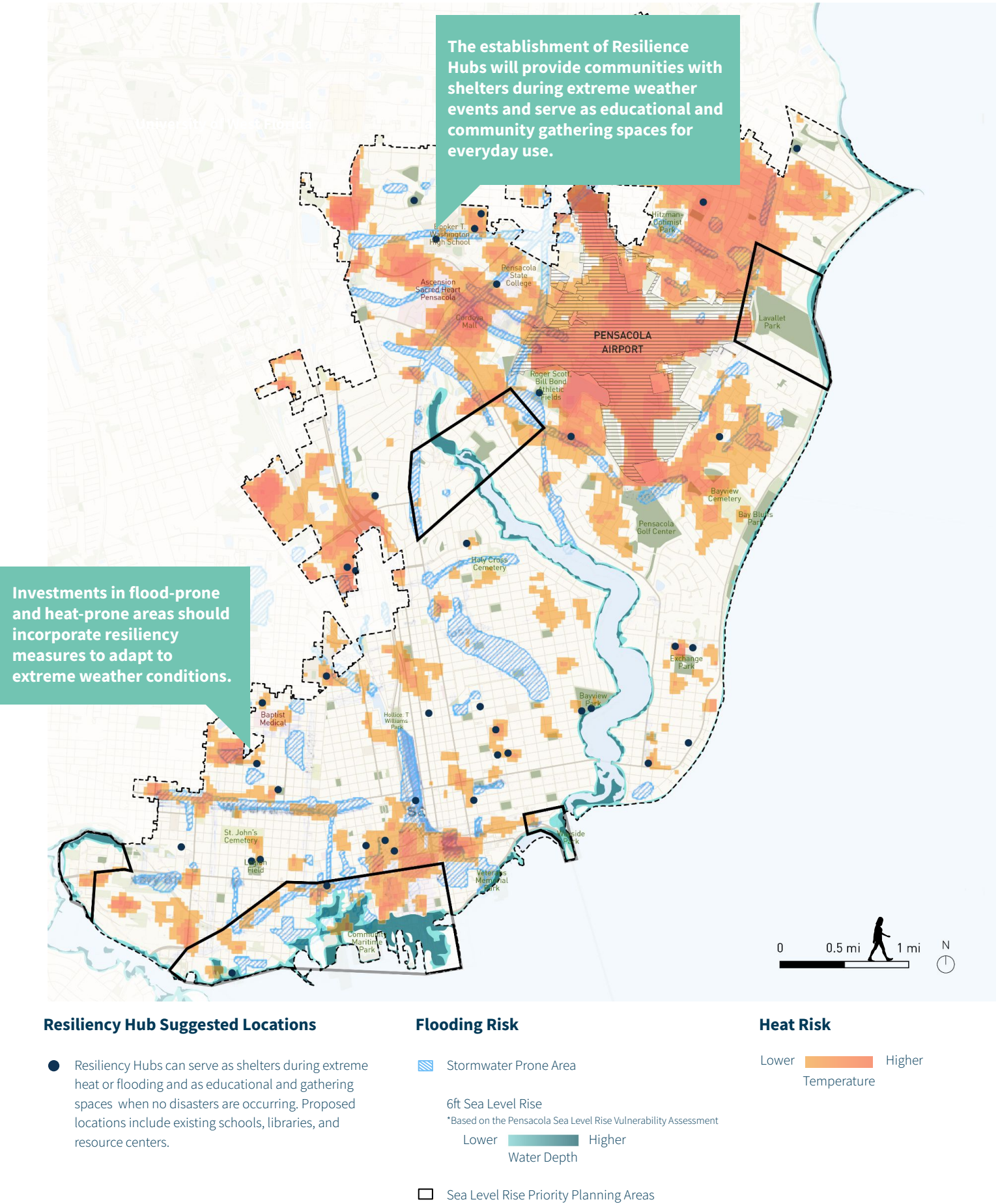
However, more concrete and proactive actions must be taken to protect Pensacola's environment, economy, and the wellbeing of future generations. Resilience will not be solved through piecemeal project-by-project or neighborhood-by-neighborhood plans. Instead, Pensacola needs a clear and comprehensive plan, not only to guide investment in resilient infrastructure that ensures the safety of its residents, but also to signal to prospective developers that their investments will be safe.

2x Sea level around Pensacola has risen twice as fast as the global average, according to NASA data. From 2010 to 2023, the sea has risen 6.5 inches, compared to 3.2 inches between 1980 and 2009.

[The most critical challenge Pensacola must address is] [t]he impact climate change will inevitably have on our natural resources, tourism, economy, and locals.

— Visioning Survey Respondent, age 25-34

➔ MOVING FORWARD — How might Pensacola adapt to a changing climate, guide new urban development, and plan for unforeseen shocks and stressors? The City should develop a roadmap that leverages local knowledge and data-based assessments to identify actionable steps and prioritize investments that will strengthen Pensacola's resilience.



ACTIONS

Actions for resiliency over the next ten years

As climate change leads to more frequent and severe weather events, Pensacola needs to adapt to these changes to protect our infrastructure, economy, and residents. A resilience plan enables cities to implement climate adaptation measures to prepare for and recover from acute shocks, whether they are natural or human-caused. A collaborative approach should engage communities in decision-making, prioritize vulnerable populations, and foster coordination among the Escambia County and the State of Florida to align efforts and resources toward common resiliency goals.



NEXT STEPS — Pensacola has already created a stormwater management plan and conducted a sea-level vulnerability assessment. However, taken separately, Pensacola needs to develop a comprehensive resilience plan that contends with stormwater flooding, sea level rise, urban heat, social vulnerability, and emergency preparedness.

ACTIONS	RELEVANT GOALS
→ IN-PROGRESS	
Invest in energy efficiency to reduce the City’s greenhouse gas (GHG) emissions	
Create ecological and recreational open spaces	 
→ POTENTIAL INITIATIVES	
Create a comprehensive Pensacola Resilience Plan	   
Create a <u>Resilience Hubs</u> using existing public facilities, recreation centers, and libraries	 

← PRIORITY ACTION

PRIORITY ACTION IN SPOTLIGHT

→ Create a comprehensive Pensacola Resilience Plan

Why priority? A comprehensive resilience plan starts by identifying potential hazards and vulnerabilities within Pensacola, followed by developing policies and strategies to address these risks and enhance resilience. The plan should then be executed through projects and initiatives, remaining flexible to new challenges and information.

Recommended Implementers

Lead: City of Pensacola Public Works & Engineering Department
Partners: City Emergency Management Coordinator, Escambia County Emergency Management

Key Implementation Considerations

1. Consider urban heat and its mitigation strategies

With its hot and humid climate, Pensacola faces rising temperatures which pose serious risks to residents and infrastructure. The city needs a comprehensive strategy to help cool down Pensacola, ensure adequate emergency response to heat-related distress, and strengthen infrastructure to withstand increasing heat. Shade is core to this mitigation: tree canopy and dense building can help create important shade that cools cities.

2. Utilize spaces and programs during both emergency and non-emergency times

In crafting the resilience plan, develop a program to use existing public facilities, recreation centers, and libraries as resilience hubs. These hubs offer information year-round and during extreme weather events serve as safe harbors for residents.

→ **Best Practice:** Learn from the NYC Share Your Space Survey which identifies community spaces for emergency operations, like cooling centers during heat waves, and non-emergency events, such as Community Emergency Response Team (CERT) training.

INSPIRING CASE STUDIES

→

Coordinated infrastructure to manage water

Philadelphia created a framework that outlines an updated strategy for what stormwater runoff the city need to manage with green stormwater infrastructure, along with where and how to achieve the city's environmental targets. Learn more about the Green Stormwater Infrastructure Strategic Framework in Philadelphia [here](#).



Green Stormwater Infrastructure Strategic Framework
April 2022

 **Philadelphia Water Department** Green City, Clean Waters

Green Stormwater Infrastructure Strategic Framework
Philadelphia, PA



Office of Emergency Management
New York, NY

Image Source: NYC Emergency Management's Watch Command

↑

Robust emergency operations and communication strategies

New York City's Office of Emergency Management (OEM) has developed comprehensive emergency plans for various hazards, including natural disasters and public health crises. These plans are regularly updated and tested, with a strong focus on community engagement through programs like "Ready New York." The OEM ensures effective interagency coordination, clear public communication, and provisions for vulnerable populations, all aimed at maintaining a high level of preparedness across the city. Learn more about the Office of Emergency Management in New York [here](#).

↓

Clear plan for protecting and strengthening the city in the years to come

In 2023, Jacksonville released its resiliency plan, a comprehensive report detailing the city's future policies to protect and enhance its infrastructure to better contend with our changing climate. The plan addresses various environmental and economic issues, including flooding, hurricanes, extreme heat, and wildfires, while also considering the impacts of population growth and infrastructure demands. Learn more about Resilient Jacksonville [here](#).



RESILIENT JACKSONVILLE

CITY OF JACKSONVILLE
October 2023

Resilient Jacksonville
Jacksonville, FL

EVALUATION METRICS

How to measure success over the next ten years

There are many dimensions to assess resilience. Pensacola must first contend with reducing risks of flooding and excessive heat to ensure residents’ safety. This depends on bolstering the city’s infrastructure and emergency preparedness to both limit the impacts of climate change and to reduce harm when disasters do strike.

Flood Risk Reduction	% decrease in flood-prone areas, especially in socially vulnerable neighborhoods Increase in number of homes and businesses protected by new flood mitigation infrastructure Reduction in flood insurance claims and premiums for residents
Heat Resilience	Decrease in heat-related hospitalizations and deaths Number of cooling centers established in high-risk neighborhoods
Climate-Ready Design	Adoption rate of climate-resilient building codes and zoning regulations Number of new developments incorporating adaptive design features Percentage of existing buildings retrofitted for climate resilience
Infrastructure Resilience	% of critical infrastructure (e.g., transportation, utilities) upgraded to withstand climate impacts Reduction in service disruptions during extreme weather events Number of green infrastructure projects implemented
Equitable Emergency Preparedness	% of socially vulnerable populations (e.g., elderly, disabled) with personalized emergency plans (Escambia County Social Vulnerability Score in 2022 National Overall Index: 0.839 (high). Scores range from 0 (low) to 1 (high) vulnerability.¹) Increase in multilingual emergency communication channels and resources
Social Resilience	Decrease in suicide rates (Escambia County Age-adjusted suicide mortality rate per 100,000 population in 2022²: 19.1%) Decrease in number of violent crime (Escambia County number of violent crime in 2022³: 660) Increase in community resilience (Escambia County Community Resilience Score in 2022 National Overall Index: 45.51 (relatively moderate).⁴)

¹ CDC/ATSDR Social Vulnerability Index (CDC/ATSDR SVI). 2022.
² Florida Department of Health. 2022.
³ Community Health Needs Assessment 2022.
⁴ FEMA National Risk Index, Community Resilience. 2022.



More Walkable, Mixed-use Districts



Image source: Pensacola News Journal

Strive to Thrive: Pensacola 2035 — 29

WHY THIS GOAL

Downtown Pensacola is beloved and has great amenities — people want to see investment throughout the city to make every neighborhood more livable.

Downtown Pensacola is thriving. Thanks to recent revitalization efforts and ongoing events like Gallery Nights and Palafox Market, over the past five years, the Community Redevelopment Agency (CRA) saw property values rise 26%, a positive indicator of a growing, vibrant downtown.¹ Both locals and visitors appreciate this investment, and come often to shop, dine, and socialize.

Pensacola is now positioned to extend the success of its downtown to other neighborhoods in need of essential and enjoyable amenities, such as grocery stores with fresh produce, civic gathering spaces, and open areas with quality programming and childcare facilities. Every neighborhood in Pensacola deserves to have its own “center”, where a mix of residential, commercial, and retail spaces make a local hub. This vision is supported by the Visioning Survey, where one in five respondents shared the idea of creating more mixed-use districts and neighborhood amenities by 2035.

1 in 4 Visioning Survey respondents answered "Downtown" when asked about their favorite place in Pensacola.

[My big idea is] ...More mixed use areas where housing, restaurants, grocery stores, etc coexist.

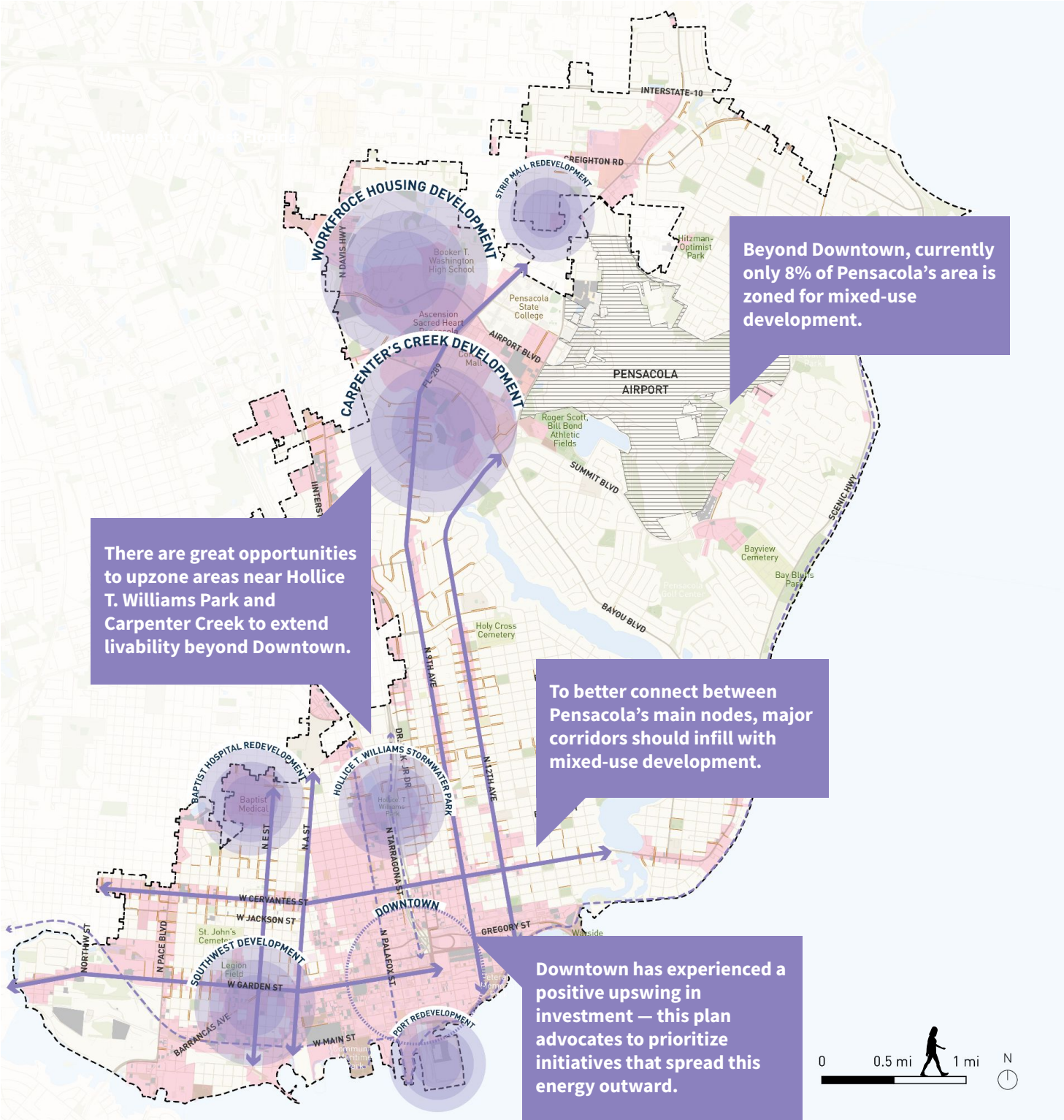
— Visioning Survey Respondent, age 45-54

[My big idea is] create a newer ‘downtown’ area in the middle or north end of Pensacola”

— Visioning Survey Respondent, age 25-34

➔ MOVING FORWARD — How can Pensacola leverage the success of Downtown to strategically invest in and incentivize mixed-use districts in neighborhoods that need amenities, while ensuring these efforts are equitable and true to the local environment and community? Pensacola can redevelop key sites throughout the City to upgrade livability more broadly and inclusively.

¹ Vibrant Community Partners. Pensacola Florida, a Blueprint for a Vibrant Community. 2022.



Mixed-use Opportunity Areas

- Future mixed-use development opportunity areas

Major Corridors

- Mixed-use opportunity corridors
- Existing initiatives

Parcels

Zoning opportunity areas, including:

- Commercial
- Residential/Commercial
- Residential/Office
- Historic and Preservation Districts
- South Palafox Business District
- Redevelopment Areas

Vacant Commercial Parcels

Walkability

High Priority Sidewalk

ACTIONS

Actions for creating more walkable neighborhood centers over the next ten years

There is tremendous opportunity for redevelopment within Pensacola to enhance livability and strengthen existing hubs. To create more walkable mixed-use districts, Pensacola needs to focus on providing essential amenities and ensuring these qualities are equitably distributed in areas that need them most. Strong leadership is essential to drive this change, supported by robust civic policies that encourage this new form of development. This approach should serve as a catalyst for broader goals, including housing, connectivity, resilience, mobility, and job creation.



NEXT STEPS — Transformative urban redevelopment needs bold visionaries and strong leaders who are willing to lead the charge. While Pensacola has multiple sites that are ripe for major redevelopment, it’s important for City leadership to collaborate with private actors to pinpoint a priority site and bring stakeholders together to co-create a shared vision that everyone is excited to implement.

ACTIONS	RELEVANT GOALS
→ IN PROGRESS	
Prioritize former Baptist Hospital site for mixed-use district	   
→ POTENTIAL INITIATIVES	
Redevelop underutilized sites in the Carpenter Creek area into a mixed-use, trails-oriented district	   
Create a “city design lab” to help promote a more walkable, human-scaled form factor for development	
Amend zoning and provide incentives to create corner store businesses in neighborhoods	 

← PRIORITY ACTION

PRIORITY ACTION IN SPOTLIGHT

→ Redevelop underutilized sites in the Carpenter Creek area into a mixed-use, trails-oriented district

Why priority? Pensacola is more than its Downtown, and the Carpenter Creek area is ripe with opportunity to become a mixed-use community anchored with incredible green space, amenities, and jobs. Today, the suburban scale of the area means land uses are underutilized. This urban transformation would create a new core to Pensacola, catalyzing new enhanced markets and alleviating pressure on Downtown as the sole destination.

Recommended Implementers
Lead: City Economic Development
Partners: City Public Works & Engineering

Key Implementation Considerations

- 1. Develop incentive structure for form-based zoning overlay to spur targeted transformation of the area**

Pensacola needs to promote a different urban form, which starts with form-based zoning. Create an incentive-based structure that encourages developers to deliver denser, mixed-use developments that are human-scaled..

→ **Best Practice:** Learn from New Rochelle, NY’s [Downtown Overlay District](#). The form-based overlay zoning regulates the architectural shape of new buildings to create a more human-scaled and desirable district. The incentives- based structure helped catalyze 31 projects in just 3 years (2016-2019).
- 2. Work with major Pensacola leaders to create a board that can steer transformation**

Create a working group (modeled after a business improvement district board) who can collaborate to make hard decisions and craft an exciting vision for the future of the site. To align many disparate stakeholders, it will require the City to be proactive in setting the agenda and negotiating solutions with property owners and developers.
- 3. Coordinate resilience infrastructure on a district scale**

Currently, individual developers are responsible for stormwater mitigation on their individual sites. This creates cost to developers that could be more effectively spread out and managed across multiple sites at a district scale. The City can catalyze desired development by taking a proactive, coordinated approach to stormwater infrastructure — for instance, the City may complete a “generic environmental impact assessment” for projects within a zoned district.

INSPIRING CASE STUDIES



Tactical retail for livelier, more walkable neighborhoods

Downtown San Jose converted twelve parking spaces on the sidewalk level of the San Pedro Market Parking Garage into four dynamic micro-retail spaces along with a sidewalk patio to add local retails and activate the street. Learn more about the pop-up program in San Jose [here](#).



MOMENT DTSJ
San Jose, CA



Boston Design Center
Boston, MA



Trails-Oriented Development

Investment in a regional biking and strolling trail system spurred denser mixed-use development since 2001. Over the years, 20 acres of previously unused land along the trail were transformed into a vibrant mixed-use area with residential units, recreational spaces, and commercial establishments. Funding for the trail came from Gov. Eric Holcomb's Next Level Trails program, which has been the largest investment in trails in Indiana history. Learn more about the Monon Trail-oriented development in Carmel [here](#).



Monon Trail
Carmel, IN



From a military warehouse to a 24-hour mixed-use amenity hub with diverse offerings

The Boston Design Center evolved into a creativity and amenity hub through a strategic transformation that leveraged its historical significance, prime location, and adaptive reuse. Originally a 1918 military warehouse, the building became part of the Boston Marine Industrial Park in the 1980s. In 2013, Jamestown invested \$100 million in renovations, attracting a diverse mix of tenants—including designers, architects, manufacturers, technologists, and innovators like Reebok, Elkus Manfredi Architects, and the startup accelerator MassChallenge—creating an ecosystem of creativity and innovation. The Center also offers diverse dining options, open showrooms, and interactive workshops, making it an appealing destination for the design community and the public alike. Learn more about the Boston Design Center [here](#).

EVALUATION METRICS

How to measure success over the next ten years

Livability depends on how easy and enjoyable it is to reach and do everyday tasks — that’s what mixed-use development is really all about. Much of the success in urban redevelopment is the production of new assets and amenities, that span across multiple goals: added housing, increase in access to neighborhood services, and improved walkability and bikeability.

Amenities	Increase in density of neighborhood services, including community centers, libraries, grocery stores, coffeeshops, etc. Increase in % of residents within 15-minute walk to neighborhood services
Density	Increase in dwelling density at mixed-use redevelopment sites
Occupancy	High, stable year-over-year occupancy rate for residential units High, stable year-over-year occupancy rate for commercial and retail spaces
Urban Design	% of ground floor facades that are active and provide visual interest at the eye-level: diverse mix of dining, retail and other uses; short facade widths; transparency into the building interior; depth and dimension in facade design; variation in materials and colors % of ground floor that is publicly accessible, including retail, cultural institutions, and other indoor public spaces, % of building edge that is publicly occupiable, such as outdoor seating (commercial or public),



Public Spaces that Connect Communities



Image source: Pensacola News Journal

Strive to Thrive: Pensacola 2035 — 33

WHY THIS GOAL

Community members cherish their parks, trails, and waterfront and they are seeking improved access to, maintenance of, and more public spaces.

Pensacola boasts an impressive total of 93 parks, many of which are cherished local destinations. Plaza Ferdinand hosts the lively Palafox Market every Saturday, while Bruce Beach is undergoing a revitalization with a new playground, scenic views, and markers honoring African American history and heritage. The City is also planning the Hollice T. Williams stormwater park, building on the success of the Blake Doyle Skatepark to create an iconic green corridor through the City. There’s plenty to love and do in Pensacola.

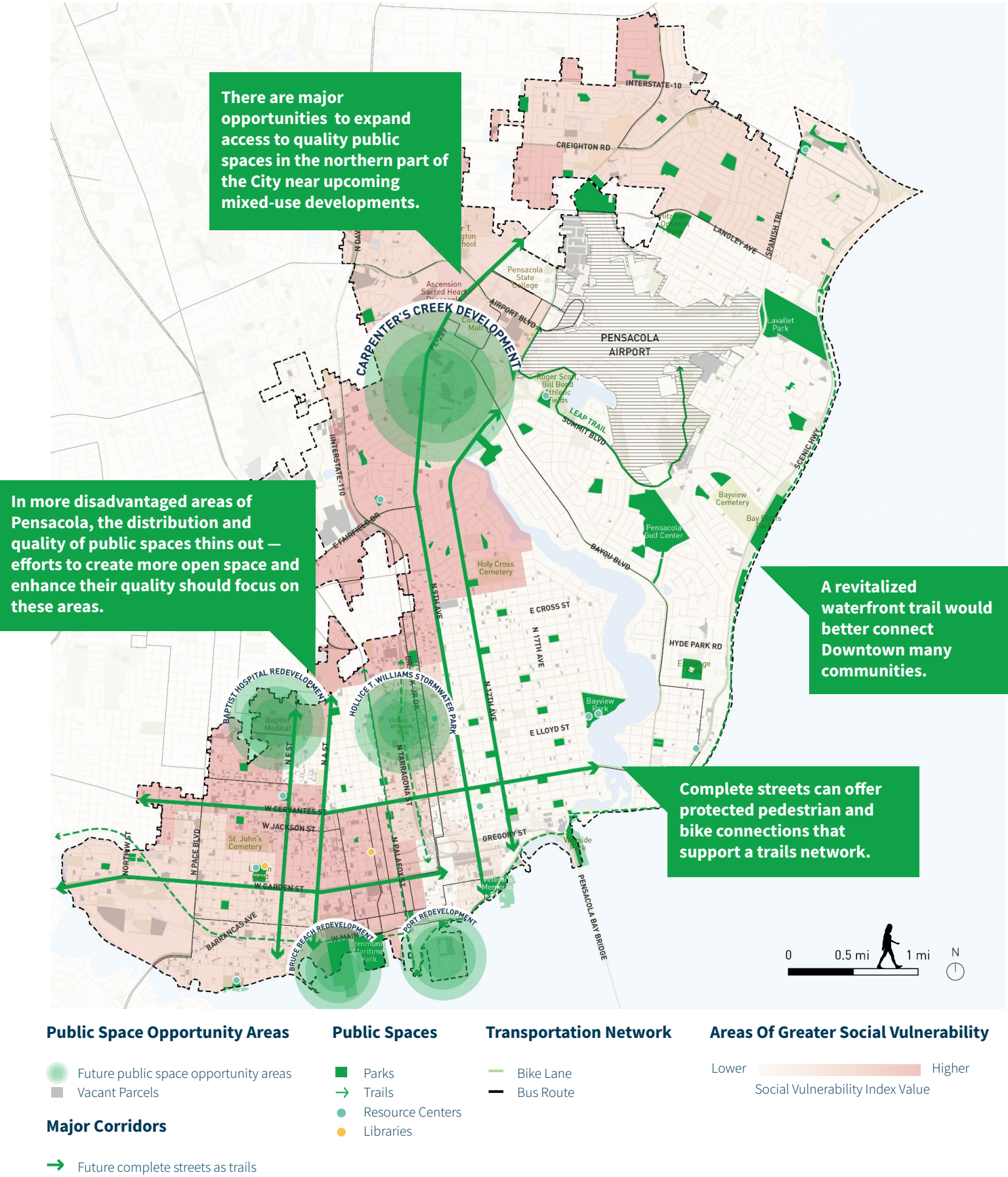
While the investment in public spaces brings exciting momentum, residents have noted that the quality, maintenance, and frequency of programming vary across the City's open spaces. Many also emphasize the importance of improving both indoor and outdoor public spaces to adapt to the changing climate. On top of that, there is plenty of opportunity to enhance pedestrian and bicycle trails that connect these public spaces.

1 in 5 Visioning Survey respondents highlighted parks, trails, or waterfronts as key aspects of Pensacola they are happy with and believe should be preserved.

I love the idea of community centers and gathering places where there are opportunities to exercise and enjoy events such as art or music that could be free. And more libraries and access to music classes and festivals.

— Visioning Survey Respondent, age 55-64

MOVING FORWARD — How can Pensacola strengthen its public space network, improve the quality of existing spaces through consistent upkeep and community programming, and enhance accessibility by connecting them with multi-use trails? By taking a comprehensive approach to open space planning, Pensacola can better allocate its attention and resources to developing a proper hierarchy of public spaces that each serve a clear purpose for the community.



ACTIONS

Actions for public spaces over the next ten years

Public spaces are vital hubs for community connection in Pensacola. To strengthen these connections, it's essential to not only preserve and support existing indoor and outdoor spaces but also to improve their upkeep, activation, operations, and resilience during emergencies. Furthermore, creating new signature open spaces and trails, particularly in communities with greater social vulnerability, can further catalyze community cohesion and development.

→ **NEXT STEPS** — With its parks, plazas, and waterfront Pensacola has a collection of spaces that most cities would envy. But the city needs a coordinated, holistic plan for open space and trails that emphasizes investment opportunities to improve access and quality. By setting the goals for public space, the City can join forces with private developers to collaboratively realize this vision and distribute cost.

ACTIONS	RELEVANT GOALS
→ IN PROGRESS	
Reconnect and rebuild Pensacola around an enhanced Hollice T. Williams Park	
Complete SUN Trail network, including Scenic Highway Trail and Downtown Waterfront Connector Trail	
→ POTENTIAL INITIATIVES	
Create a comprehensive open space & trails plan to coordinate public and private public space-making efforts	
Put resources towards maintaining Pensacola’s parks and community centers, especially in communities with greater social vulnerability	
Partner with nonprofit organizations to create a conversancy to improve park maintenance and operations	

← PRIORITY ACTION

PRIORITY ACTION IN SPOTLIGHT

→ Create a comprehensive open space & trails plan to coordinate public and private public space-making efforts

Why priority? A citywide open space & trails plan with emphasis on equity and connectivity can help strategically weave together and phase investments to achieve a coherent vision for the City’s overall public space network. This plan will also offer direction for future private development of publicly accessible areas.

Recommended Implementers
Lead: City of Pensacola Parks & Recreation Department
Partners: City of Pensacola Public Works & Engineering Department

Key Implementation Considerations

- 1. Map existing trails and public space assets to identify network gaps**

Begin by documenting all public space assets as one system, considering walksheds and connecting key destinations like parks, waterfronts, and commercial centers. This map can identify gaps in this system — whether because of proximity or quality — and guide future decision-making as to where to invest.
- 2. Identify opportunities to catalyze mixed-use development along trails & public spaces**

Transforming underutilized sites into public spaces can spark further private investment.

→ **Best Practice:** Learn from the Monon Trail in Carmel, IN, where the regional biking and strolling trail system transformed 20 acres of unused land along the trail into a vibrant mixed-use area.
- 3. Consider forming “friends of” groups and/or conservancies to operate public spaces**

A public/private organization can help maintain, operate and program public spaces

→ **Best Practice:** Learn from The Underline Conservancy in Miami, FL– a 501(c)(3) non-profit managing the 10-mile linear park.

INSPIRING CASE STUDIES

↓ Comprehensive guide to active connections to green spaces and waterfronts

Bellevue's plan provides a long-range vision for the acquisition and development of parks and trails, as well as the preservation of open space. It sets standards for the operation and maintenance of the park, trail, and open space system. The plan is updated approximately every six years, with community input playing a significant role in shaping its direction. Learn more about the Parks and Open Space System Plan in Bellevue [here](#).



Parks and Open Space System Plan
Bellevue, WA

↓ A local Conservancy to keep the city’s parks network active and in good shape

The Nature Conservancy and Friends of The Underline joined forces to catalyze the development of the Underline and their collaboration continues to maintain the public space. Learn more about the Miami Underline [here](#).



The Underline
Miami, FL

→ Reconnecting Communities with Signature Open Space

In downtown Birmingham, the Department of Transportation created a signature underpass park to reconnect a city once divided by the I-59/20 bridges. This project, part of a broader vision to repurpose underutilized urban spaces, revitalized 31 acres of land beneath the interstate. The design pays tribute to Birmingham's history, celebrating its steel industry and Civil Rights legacy. The area, once surrounded by vacant properties, is now attracting new lease agreements. The linear park offers diverse amenities, including walking paths, a dog park, sports fields, a skate park, and open-air classrooms, and it has become a vibrant venue for community events and recreation. Learn more about the City Walk BHAM [here](#).



City Walk BHAM
Birmingham, AL

EVALUATION METRICS

How to measure success over the next ten years

The distribution and accessibility of good quality public spaces is the key metric of success to ensure everyone can benefit from shared open spaces.

It's also important to track the physical and experiential quality of these spaces, too. By measuring who uses public spaces (and who doesn't), Pensacola can better understand who feels included and design experiences that make everyone feel they belong.

Distribution and Accessibility	Increase % of land allocated to spaces open to public, both indoor and outdoor Increase % of residents living within 15-minute walkable distance to public spaces Increase % of residents living within 15-minute transit to public spaces Number of public spaces in each district Underserved areas rank as well or better than city average on above metrics
Quality	Presence and quality of public features, including seating, lighting, shade, bathroom, etc. Presence of environmental resilience features, including green stormwater elements, endemic plant species, cooling shelters, etc.
Use and User Experience	Equal % of men and women present in public spaces Increase % of children in public spaces Adherence to ADA rules and universal design guidelines User satisfaction and perception of safety and comfort
Management and Maintenance	Increase in number of planned free events and programs in public space



Thriving Innovation and Businesses



Image source: Pensacola News Journal

Strive to Thrive: Pensacola 2035 —37

WHY THIS GOAL

As the cost of living rises, Pensacola residents want pathways for career growth that enable them and their families to stay.

Pensacola boasts an impressive mix of industries and assets, including the Port of Pensacola, proximity to the Intercoastal Waterway, a history of manufacturing innovation, strong ties to military aviation, booming tourism, and best-in-class healthcare—all contributing to the city's economic growth. However, rising costs are stretching wages thin, and some residents feel that more competitive career pathways can be found elsewhere.

To address these challenges, Pensacola needs to nurture both innovation and entrepreneurship to create good jobs that secure a good quality of life. The foundation is already set — by building on Pensacola’s assets, the city can bring bright minds together to supercharge innovative ideas. This requires collaboration across many sectors, with employers, educators, and civic actors working to align academic and career pathways.



The ratio of adults (aged 24-44) to college students in Pensacola is 2.1 (2019), which is below the national average (3.0).
Pensacola can do better to retain graduates and attract adults who are growing in their careers.

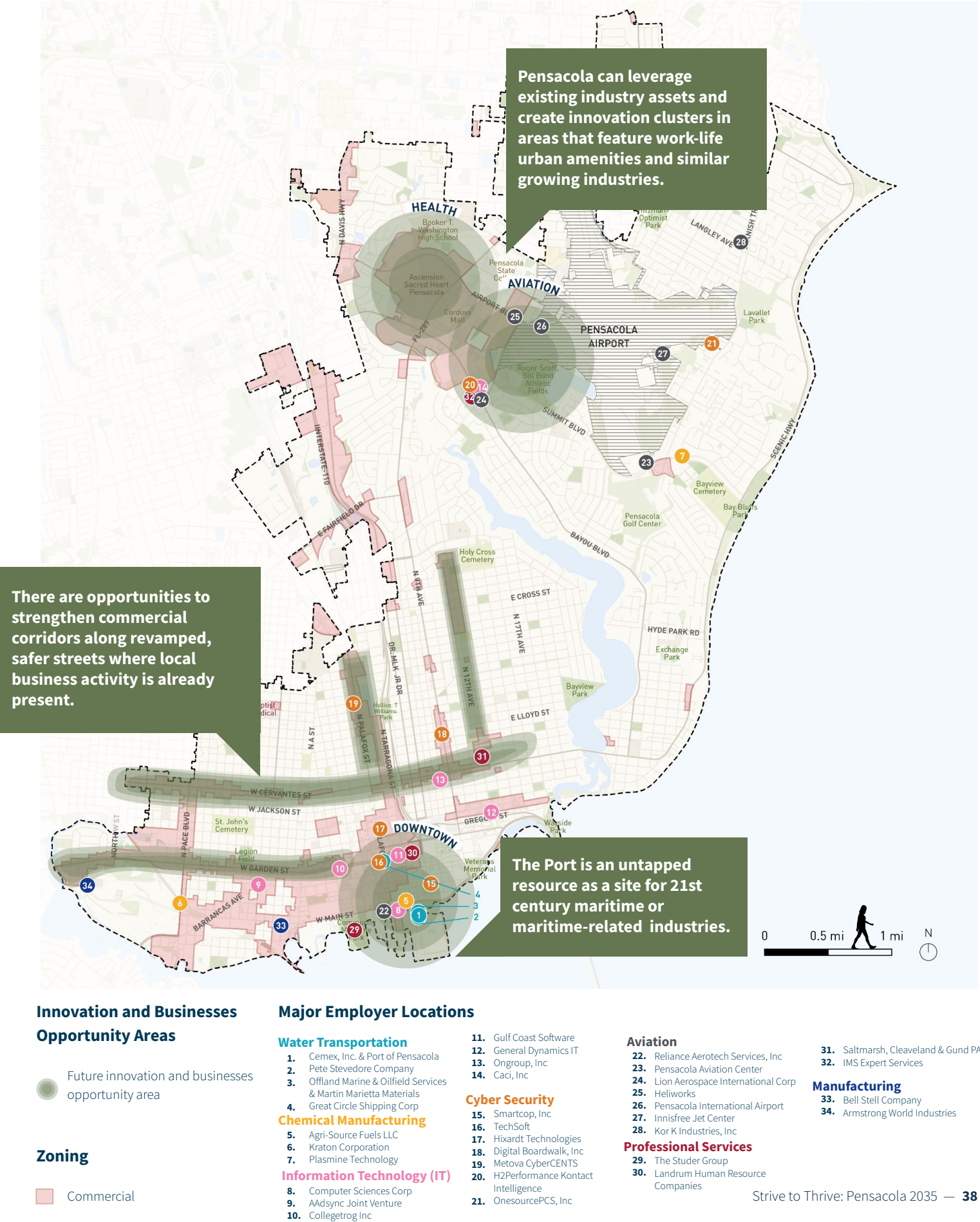


Innovation is important to bring new businesses, attract more people to live in the city, and bolster the economy.”
— Visioning Survey Respondent, age 35-44



MOVING FORWARD — How might Pensacola better support the working class, create career pathways for adults and future workers, and foster innovation by leveraging its unique assets and industries? Stellar industries grow where wild ideas flourish. By investing in vibrant districts and innovation incubators that attract like-minded, but competitive companies, Pensacola can fuel innovation that creates great jobs with upward mobility. Beyond urban development, major employers and institutions can partner to launch “innovation initiatives or incubators” to nurture an ecosystem of entrepreneurship.

¹ Table S2406. American Community Survey 5-Year Estimates. 2022.



ACTIONS

Actions for innovation and businesses over the next ten years

As people seek jobs with great growth potential, Pensacola should aim to invest in large businesses in innovation economies and foster a thriving ecosystem for smaller, local businesses. By supporting regional innovation and businesses, Pensacola will create an environment that also nurtures the growth of both big and small businesses, including those in services, food and beverage, and retail. This balanced approach will strengthen Pensacola’s overall economic landscape.

→ **NEXT STEPS** — Bring together local industry leaders to discuss opportunities for growth and strategies for talent retention. Building on Pensacola’s areas of strength, work with a group of aligned business leaders to envision future commercial clusters that can prompt innovation and be a desirable workplace. Collaborations across companies can start as “innovation challenges” that invite bright minds to incubate new winning ideas.

ACTIONS	RELEVANT GOALS
→ IN PROGRESS	
Reinvest in the Port to balance clean cargo seaport trades with new 21st-century marine science and technology-focused industries	  
Attract major companies in advanced manufacturing, engineering and design, and high-tech research and development sectors	
→ POTENTIAL INITIATIVES	
Concentrate new employers in emerging mixed-use districts, leveraging sites like the Port, Tech Park, IHMC, and Sacred Heart/Baptist	  
Promote industry certification opportunities to support workforce development	 
Support existing and new small business owners with financial resources and clear communication of processes	

← PRIORITY ACTION

PRIORITY ACTION IN SPOTLIGHT

→ Concentrate new employers in emerging mixed-use districts, leveraging sites like the Port, Tech Park, IHMC, and Sacred Heart/Baptist

Why priority? By leveraging sites like Tech Park, IHMC, the Port, and Sacred Heart/Baptist, Pensacola can create unique, highly attractive economic hubs that attract employers and their employees. These mixed-use, livable districts feature density and proximity between innovation companies to enable tech transfer and supercharge economic growth. This strategy depends on weaving together company recruitment with investment in the public realm and real estate.

Recommended Implementers
Lead: City of Pensacola Economic Development Department
Partners: City of Pensacola Development Services Department

Key Implementation Considerations

- 1. Leverage existing institutions**

→ **Best Practice:** Founded by five major local institutions, including universities and the healthcare industry. Cortex in St. Louis has proximity to major research centers that provides companies access to a skilled workforce and fosters a supportive ecosystem offering venture capital, business resources, and networking.
- 2. Double down on Pensacola’s areas of strength: healthcare, cybersecurity, blue industries**

Innovation districts build on what’s already working well. For Pensacola, there are strong industries in healthcare, cybersecurity, and ocean industries. Each of these present a unique opportunity for growth.
- 3. Tie this development in with other goals related to housing, connectivity, and livability**

An investment in an innovation district is also an investment in infrastructure, public space, and mixed-use development. This is an opportunity to weave together multiple goals: producing more affordable and attainable housing, creating more mixed-use districts, providing more public space, and linking to important transit and mobility connections.

INSPIRING CASE STUDIES



→

Investing in anchor institutions to foster job growth
Leveraging the area’s educational and medical institutions, developers have invested in the public realm and in collaborative workspaces to foster an exciting innovation district. By developing mixed-use innovation clusters that build on Pensacola’s strengths — with potential for clusters at both the Port/Downtown (ocean/cybersecurity) and near Cordova/Sacred Heart/Baptist (health) — Pensacola will create an active and competitive environment between major knowledge-based companies. Learn more about the Cortex Innovation District in St. Louis [here](#).



←

Revitalizing Neighborhood Business Districts
In 2014, the City of Indianapolis, in collaboration with the Local Initiatives Support Corporation (LISC) and the Indy Chamber, launched the “Inclusive Economic Opportunity Districts” at North Mass, East Washington St., and Far Eastside. The primary goal of this program is to revitalize these corridors by supporting local businesses, creating accessible jobs, and building distinct identities to attract new enterprises. Through partnerships with local organizations and financial institutions, the districts provide various forms of financial support, including grants, low-interest loans, and technical assistance, with a focus on minority- and women-owned businesses (MWBEs) and those in low-to-moderate income (LMI) neighborhoods.

In addition to financial aid, the districts offer business development services such as mentorship, business planning, and marketing assistance to help entrepreneurs build sustainable ventures. The results have been significant: in 2019 alone, 232 jobs were created through new, expanding, or relocated businesses within the Inclusive Economic Opportunity Districts. The program has assisted 162 businesses and attracted 38 new businesses to these revitalized areas. Learn more about the Inclusive Economic Opportunity Districts in Indianapolis [here](#).

EVALUATION METRICS

How to measure success over the next ten years

The primary goal is to foster upward mobility for all members of the Pensacola community. In tracking growth in wages or income relative to housing costs (the most significant burden in cost of living), Pensacola can best measure success in fostering prosperity.

It is important to track these core metrics across race, gender, and neighborhood through Pensacola to best understand who is benefiting and who needs further support.

Income Growth	Increase in median household income (compare all employment sectors) (In 2022,Median Household Income: \$67,722 ¹)
Job Creation and Retention	Number of jobs created in high-tech and innovation-intensive sectors Increase in number of small businesses per year Decrease in number of small businesses closing per year
Retention of Talent	Retention rate of graduates from local universities in the city's workforce
Research and Development	Increase % of workforce employed in industries that invest heavily in R&D Increase in number of patents from Pensacola-based companies and universities
Workforce Education, Skills, and Diversity	% of workforce with degrees in STEM. Increase in number of underrepresented groups in innovation sectors and leadership roles
Industry-Academia Collaboration	Increase number and value of research partnerships between local universities and businesses

¹ American Community Survey 5-Year Estimates. U.S. Census Bureau. S1901. 2022.



Neighborhoods that Celebrate Culture and Honor Legacy



Image source: Pensacola News Journal

WHY THIS GOAL

Pensacola's small-town charm and diverse cultures shine at signature events, with opportunities to expand into **everyday neighborhood activations.**

Known as the "Festival City of the South," Pensacola hosts over 100 days with signature events in a calendar year and holds many recurring events, such as The Great Gulfcoast Arts Festival and Mardi Gras. Most cultural institutions and events are concentrated in Downtown Pensacola, attracting locals and people from the broader region.

There is an opportunity to broaden Pensacola’s cultural offerings — in addition to big-bang events in Downtown — by enhancing everyday programming and celebrating the rich history across its diverse neighborhoods. Supporting more inclusive, neighborhood-focused activities can help bridge the existing cultural gap and celebrate every unique culture in Pensacola.

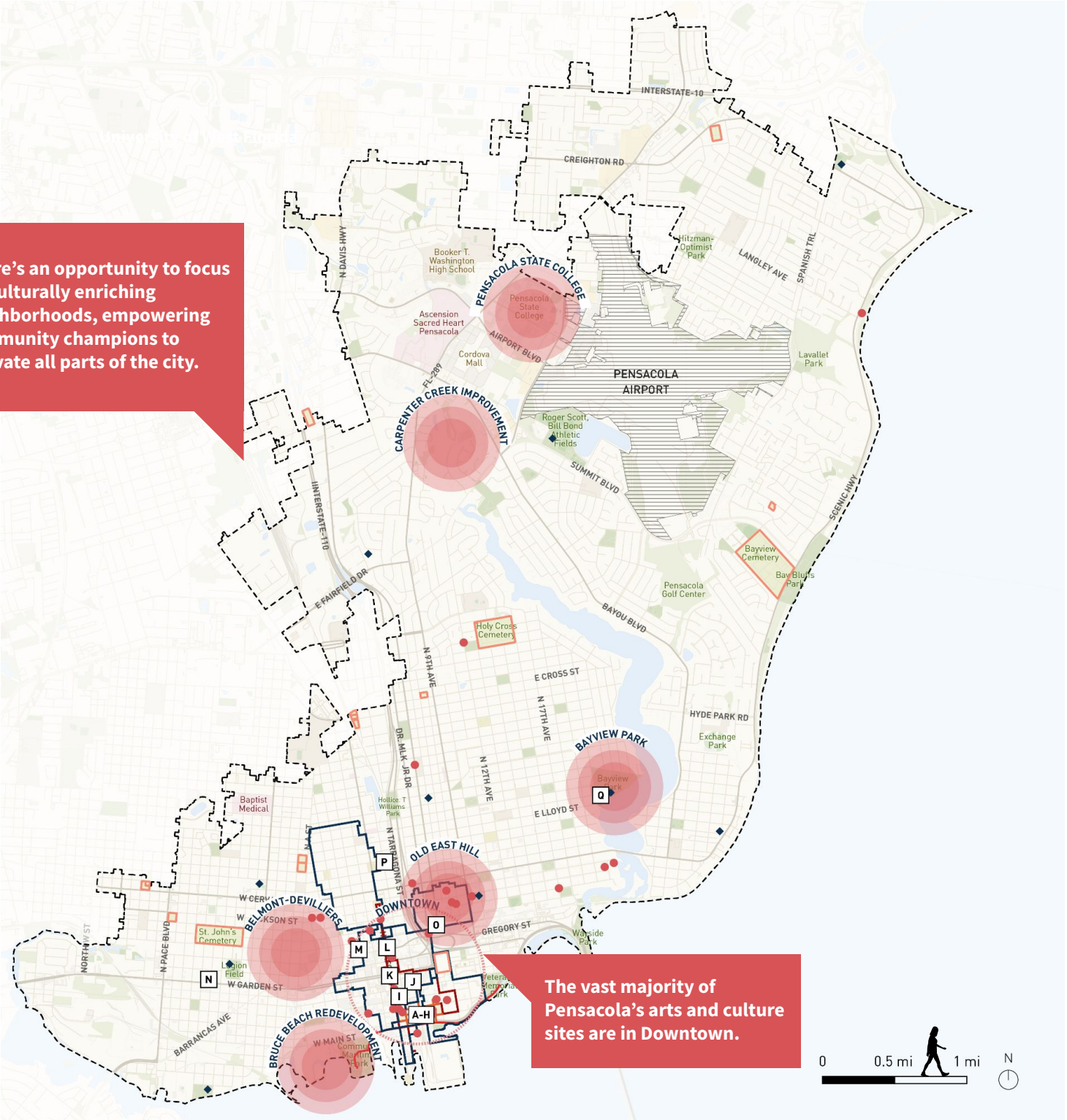
36%
 of Visioning Survey respondents highlighted **History, local culture, community, and festivals and events** when asked, 'What aspects of Pensacola are you happy with today? What do you believe should be preserved in Pensacola?'"

“
 I love our culture here. **Our unique blend of southern, beach, and friendly makes it a very happy and warm place to be.** I like all of the historic preservation we have Downtown and in East Hill, our history is important to us and we need to preserve it.”

— Visioning Survey Respondent, age 18-24

➔
 MOVING FORWARD — How can Pensacola elevate its unique local culture and direct its focus to the neighborhood-level to support community champions activate all corners of the city? By encouraging and empowering locals to make their own cultural expressions, Pensacola can better share its culture and history.

There’s an opportunity to focus on culturally enriching neighborhoods, empowering community champions to activate all parts of the city.



Arts & Culture Cores

- Existing core
- Future opportunity areas

Historic Districts



Historically Significant Sites

- National Register of Historic Place
- Cemetery
- Resource Center
- Pensacola Maritime Heritage Trail
- America's First Settlement Trail
- Colonial Archaeological Trail

Museums, Galleries & Major Event Venues

- | | |
|---|---|
| A. Pensacola Museum of Art | J. Pensacola Opera |
| B. Pensacola Little Theater | K. Gallery Night |
| C. Pensacola Ballet | L. Annual Pensacola Mardi Gras |
| D. Pensacola Museum of History at University of West Florida | M. West Florida Public Library Main Branch |
| E. Pensacola Symphony Orchestra | N. Pensacola Greek Festival |
| F. Voices of Pensacola Multicultural Center | O. Pensacola MESS Hall |
| G. African American Heritage Society | P. First City Art Center |
| H. Great Gulfcoast Arts Festival | Q. Bon Fest |
| I. Saenger Theater Pensacola | |

ACTIONS

Actions for culture over the next ten years

The goal is to infuse arts and culture more equitably across Pensacola, while highlighting the city's distinct histories and communities. This includes supporting grassroots efforts where there is already momentum and fostering new initiatives. It's about preserving Pensacola's character while allowing for thoughtful growth.



NEXT STEPS — To infuse arts and culture across the city, there needs to be a dedicated role in city government to coordinate initiatives. While today most of Pensacola’s fantastic festivals and events are hosted downtown, it will require intentional, sustained effort to foster other events and activities that showcase Pensacola’s culture in other parts of the city.

ACTIONS	RELEVANT GOALS
→ IN PROGRESS	
Support organizations to host arts & culture events in all of Pensacola's neighborhoods through grants and technical assistance	✦ 📍 ➡
→ POTENTIAL INITIATIVES	
Create dedicated role to manage arts & culture initiatives	✦
Enhance Pensacola’s unique identity in its public realm	✦ ➡
Explore options for generating preservation and cultural affairs funding through a local revenue system	✦

← PRIORITY ACTION

PRIORITY ACTION IN SPOTLIGHT

→ Support organizations to host arts & culture events in all of Pensacola's neighborhoods through grants and technical assistance

Why priority? Pensacola excels at showcasing its culture, however these efforts are concentrated to Downtown. The City can help steer funding and support to partner organizations to catalyze more artistic and cultural expression throughout all of Pensacola.

Recommended Implementers

Lead: Mayor’s Office
Partners: Community organizations, local cultural institutions

Key Implementation Considerations

- 1. Create application-based program to support community-based arts and culture**
 Pensacola previously had Neighborhood Challenge Matching Grant Program to encourage locally-based cultural events and activities. A program like this should be actively marketed with direct outreach to raise awareness of it.
→ Best Practice: Learn from San Antonio, TX, where a variety of Arts & Culture grants – including Events Grants, Artist Grants, and Operational & Culturally Specific Grants – support hundreds of artists, events, and nonprofits, fueling the city's vibrant cultural community.
- 2. Prioritize neighborhoods that have community knowledge and organizing capacity but lack resources**
 Direct attention to bolstering arts and cultural expression for communities that have not historically been included in most planning processes. Reach out to organizations that have managed to imbue their communities with cultural expression, and start first by seeing how the City can better support their initiatives.
- 3. Leverage existing events and initiatives to expand public art and cultural expression**
 For example, Pensacola can intentionally broaden footprint and reach of FooFoo Fest beyond Downtown and create neighborhood-centric art activations; catalyze deeper investment in the visual arts by creating and anchoring a signature program at Pensacola State College/Anna Lamar Switzer Center; and, leverage the airport expansion as a platform for rotating art installations.

INSPIRING CASE STUDIES



Coordinated efforts to champions local artists, showcases talent, and enriches the city's cultural landscape

The San Antonio Department of Arts & Culture was established to advocate for the arts, recognizing their role in community life and economic development. It has showcased works by 78 artists across three exhibitions and organized over 30 events, including concerts during Fiestas Patrias and Hispanic Heritage Month, drawing over 23,000 visitors.¹ The department also advocates for local artists and cultural organizations, supporting their work and helping to enhance the city's cultural offering. Learn more about the efforts of the Department of Arts & Culture in San Antonio [here](#).



Department of Arts & Culture
 San Antonio, TX



Provide resources and support to communities for neighborhoods programming and improvements

Buffalo's Love Your Block program provided funding to block clubs, community organizations, and local businesses for projects like activating vacant lots, revitalizing community spaces, and improving accessibility. In its first year, the program focused on four neighborhoods: Broadway-Fillmore, Lower West Side, Masten Park, and Kensington-Bailey. During its second year, it continued funding in some of these areas and expanded to new neighborhoods. Projects included community gardens, neighborhood cleanups, repurposing vacant lots, and creating murals. A 2021 Urban Institute study found that the program not only reduced blight and improved public spaces but also strengthened social cohesion, increased civic participation, and built stronger relationships with community members, fostering greater trust in local government.² Learn more about Buffalo's Love Your Block program [here](#).

¹ City of San Antonio Department of Arts & Culture annual report.
² Reclaiming Shared Space through City-to-Citizen Collaboration Subtitle A Formative Evaluation of the Love Your Block Progra. Leiha Edmonds, Matthew Gerken, Mary Bogle. February 25, 2021

EVALUATION METRICS

How to measure success over the next ten years

Measuring city investment in culture, arts, and history involves evaluating several key factors. Pensacola should prioritize assessing the increase in support across all neighborhoods and whether this investment has led to higher levels of public engagement, community mobilization, and local pride.

Additionally, the economic impact should be evaluated to understand how cultural activities contribute to the growth of the creative and tourism industries.

Local Neighborhood History and Culture	Dollar amount directed to cultural initiatives, including public art, events, and historic site preservation, all aimed at elevating local culture.
Cultural Participation and Engagement	Track participation in local festivals, parades, and community arts programs by measuring attendance numbers, demographic diversity (age, gender, ethnicity), and engagement levels, including both participation and organizational involvement.
Perceptions of Cultural Identity And Pride	Increase in positive resident perception of cultural identity and pride.
Accessibility of Cultural Infrastructure	Increase in number of cultural assets including museums, theaters, galleries, murals, installations, and community spaces, per neighborhood. Increase in % of residents within 15-minute walk to cultural assets. Dollar amount directed to maintaining and restoring historical sites, ensuring they are preserved and accessible to the public.
Economic Impact	Increase in number of creative industries and businesses that leverage local culture and history Increase in economic impact of the cultural sector, including job creation, tourism revenue, and retail sales.

BRINGING ALL GOALS TOGETHER

To anchor the Pensacola’s eight key goals (see Chapter 3) over the next decade, investments in hard infrastructure—such as housing, safe streets, parks, and resilient facilities—and soft social infrastructure—like arts, unique cultural programming, and innovation development programs—must be strategically integrated into the built environment. These investments should prioritize fostering a thriving community by enhancing quality of life, directing resources to areas with the greatest need, and achieving multiple goals at once.



- Opportunity Area for each goal
- Opportunity Corridor

Transform northern Pensacola and the Carpenter Creek area...

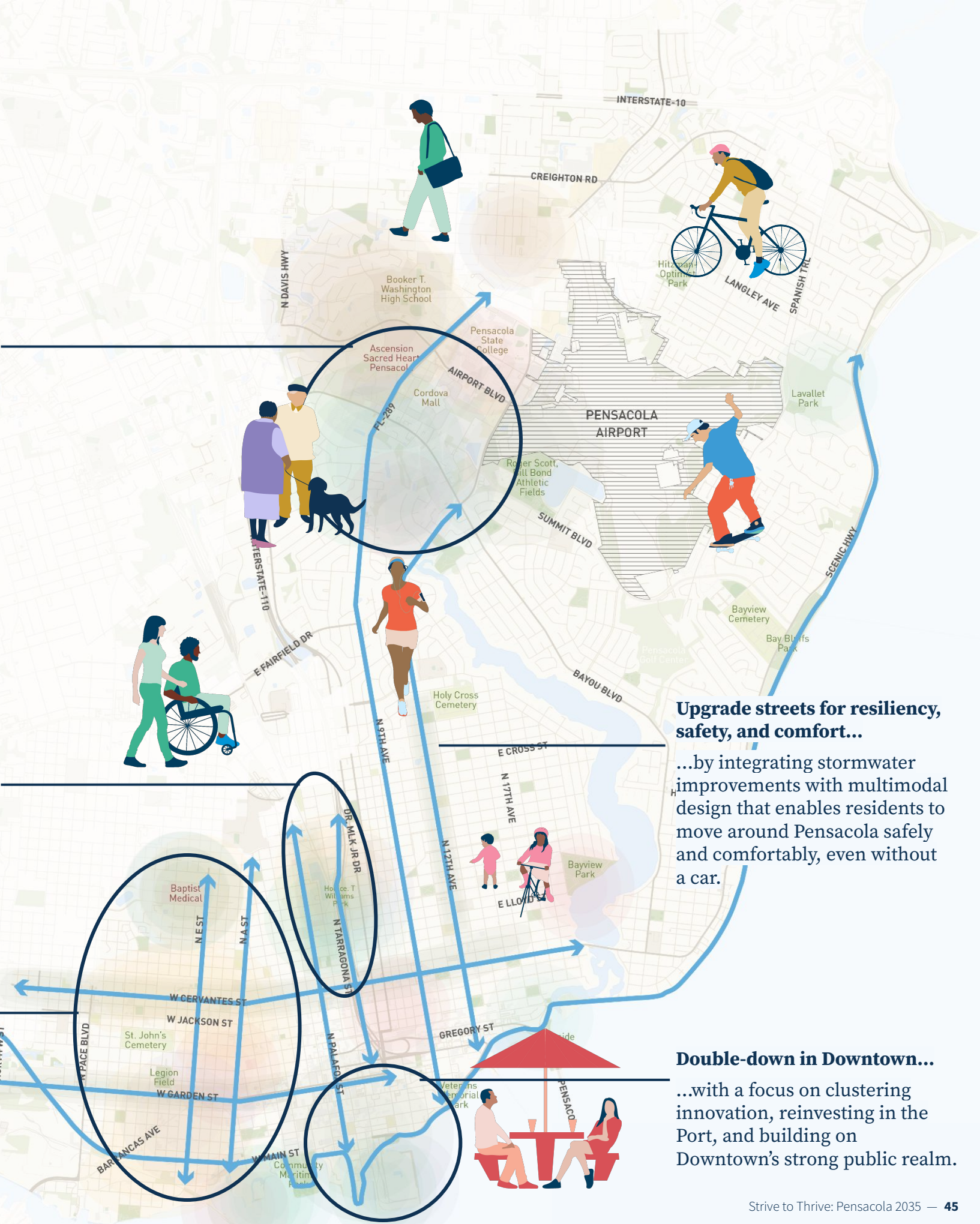
...with significant investment in resiliency and public space, coupled with denser mixed-use real estate development that catalyzes innovation economies.

Invest in incredible public space to stitch the city back together and catalyze infill development...

...leveraging Hollice T. Williams transformation to deliver a signature gathering place that invites equitable development at its edges.

Prioritize investment in historically disinvested parts of Pensacola...

...directing funds and resources towards bolstering affordable housing, supportive services for youth, and cultural expression.



Upgrade streets for resiliency, safety, and comfort...

...by integrating stormwater improvements with multimodal design that enables residents to move around Pensacola safely and comfortably, even without a car.

Double-down in Downtown...

...with a focus on clustering innovation, reinvesting in the Port, and building on Downtown’s strong public realm.

04

Implementation

How to enact the strategic plan



Image source: Pensacola News Journal

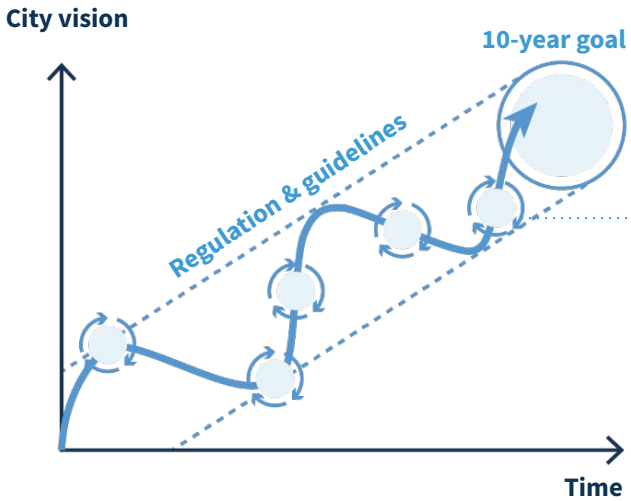
Strive to Thrive: Pensacola 2035 — 46

HOW TO IMPLEMENT THE VISION

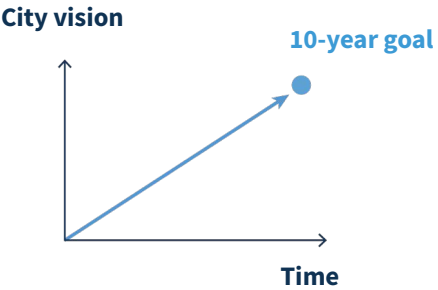
How to iterate this plan over time

To realize this vision, implementers and practitioners need to embrace a flexible, iterative approach — rather than a linear planning process that sets one long-term goal. Over the next ten years, urban transformation relies on setting intermediate goals, continually measuring progress, testing approaches and policies, and refining as you go. This iteration demands a nimbleness and willingness to adjust course year-over-year.

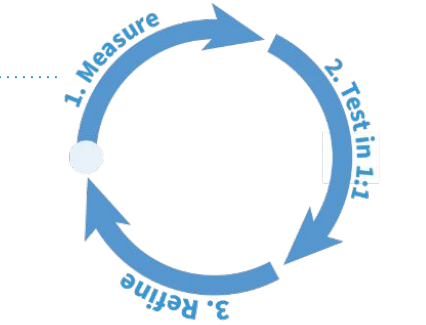
An iterative implementation process involves recalibrating goals over time based on evolving priorities and learnings:



Traditional linear planning processes set long-term, inflexible goals once — which often leads to disappointing results



Set intermediate goals and reach them through pilot processes:



EVALUATION GUIDANCE

How to measure, test, and refine over the next ten years

Change happens gradually. Sometimes it comes through big decisions, but more often, it grows over time through many small transformations that add up to something greater.

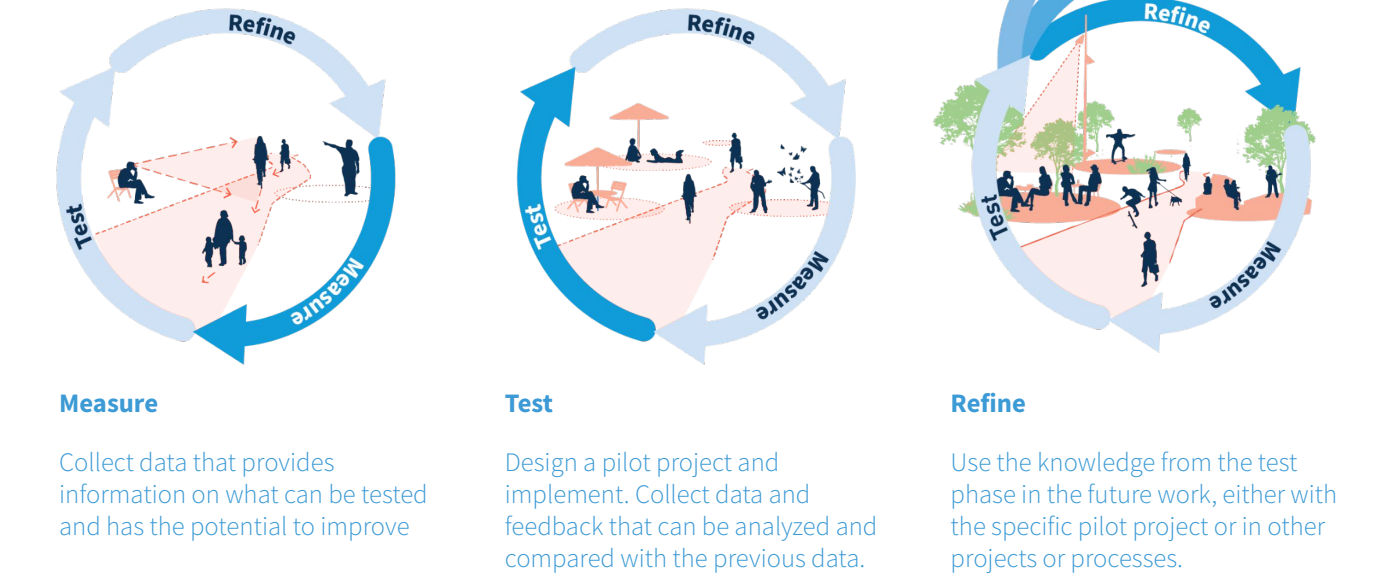
Collect baseline data: before implementing a project or program, assess baseline conditions, quantitatively and qualitatively. This will enable better before-and-after impact assessments.

Implement pilots: break down big ambitious ideas into smaller pieces by designing and implementing pilot projects and programs. These pilots can be temporary and reversible, allowing policymakers and urbanists to test ideas more quickly and cheaply.

Tell human-centered stories: assess impact continually year-over-year. Collect standard quantitative data, but also speak with individuals and on-the-ground organizations to hear personal experiences of change. Combine “big data” with human stories to tell a more holistic picture of impact.

Share progress: continually provide progress updates to the public, detailing projects, their impacts, and next steps. Highlight data-driven stories to communicate impact and strengthen the coalition of community members who can help support—and even implement—change.

The measure, test, and refine approach for implementation:



IMPLEMENTATION GUIDANCE

Implementation and governance guidance

To realize this vision, the city will need to take on specific roles, processes, communication strategies, and funding approaches that organize efforts for both city officials and the general public. These recommendations recognize the ongoing, iterative nature of the work and assign responsibility to key roles to maintain the continuity of the plan over time.

COMMUNICATION

Strive to Thrive brand: the general public should stay updated on the progress in realizing Pensacola’s vision. To make things simple and easier to understand, city government should use “Strive to Thrive” as an overarching brand that contains multiple projects. This brand should live on the city’s website with regular updates to share current initiatives, progress, and impact. These updates should be hosted on a digital public dashboard, where progress is continually monitored and transparently shared (see City of Austin’s example [here](#)). Civic projects that address the strategic plan’s core goals should carry the “Strive to Thrive” branding in all of their messaging and community engagement to reinforce how multiple, distinct initiatives are working together to realize the strategic vision.

ROLES

Dedicated role as Strategic Plan Project Manager: this vision for Pensacola involves change across all dimensions of policy and planning. It is no simple task to organize efforts and initiatives across departments, across sectors, and across geographies. This complexity demands a dedicated role within city government to steward this plan. This role’s responsibilities may include: setting year-over-year priorities, managing cross-departmental projects and initiatives, setting data collection plans, evaluating and communicating impact, and assisting departments in grant writing.

Dedicated role as Philanthropic Organizer: Pensacola is home to an incredible number of motivated, creative philanthropic organizations. However, though many groups hold similar values and advance similar causes, each organization often carries its own initiative. Individually, these initiatives affect change, but if harnessed together, they could greatly amplify their impact. A dedicated role as Pensacola’s Philanthropic Organizer could better manage the alignment between city government’s and philanthropy’s goals by organizing multiple groups’ attentions and funds to common strategic plan initiatives.

PROCESSES

Quarterly cross-departmental Vision Steering Group meetings: because many strategic actions address multiple domains — housing, transportation, sustainability, just to name a few — the implementation of the plan depends on regular communication between city departments. A cross-departmental Vision Steering Group should meet regularly to sync up on project updates and align initiatives through the strategic plan’s framework.

Regular prioritization workshops: new projects and ideas will naturally come up over time. As these opportunities present themselves, the primary implementers of the plan should hold regular prioritization workshops to evaluate project proposals through the community-informed decision-making framework (see page 64) and to assign roles and resources to achieving prioritized projects. These regular meetings are necessary to ensure that the implementation of plan can be nimble enough to take on emergent opportunities while not straying from the core vision.

FUNDING

Systems approach to grant applications: grant funding is always finite and competitive. To improve grant applications for state and federal funding, highlight how projects will achieve multiple co-benefits. By bundling multiple goals into a few select projects, the demonstrated need and impact will be evident and the awarded funds will “go farther” by addressing codependent goals.

Leveraging public and private funding: private funds are crucial to magnify the impact of public planning processes. By aligning public and private interests, projects can be completed faster, financial risks can be shared, and bigger, more ambitious developments can be realized. The Philanthropic Organizer should identify overlapping goals between public and private interests to pool resources for catalytic projects.

Recommended Action Implementation Table

GOAL	ACTION	RELEVANT GOALS	NEAR-TERM TARGET	CITY LEAD IMPLEMENTER	PARTNER IMPLEMENTER(S)
→ IN PROGRESS					
Ensure Attainable Housing for All Income Levels	Identify and use surplus publicly-owned land for affordable housing development		Conduct analysis of city-owned land for purpose of disposition for affordable housing	City of Pensacola Housing Department	City of Pensacola Development Services
	Invest in administration and communication for home rehabilitation programs	 	Conduct communications campaign for low-resource residents to inform of existing rehabilitation programs	City of Pensacola Housing Department	CRA, City of Pensacola Development Services
	→ POTENTIAL INITIATIVES				
	Provide incentives for rental development at 60% AMI or below ← PRIORITY ACTION		Hold a focus group with local mission-based affordable housing developers to discuss gap funding opportunities	Mayor’s Office	City of Pensacola Housing Department
	Create overlay districts to incentivize infill residential density near existing and planned amenities: trails, commercial corridors, walkable districts	 	Explore overlay zoning options as major infill project opportunities	City of Pensacola Development Services	City of Pensacola Housing Department
	Work with mission-based developers and faith-based organizations to find infill development opportunities		Hold a focus group with local mission-based affordable housing developers	Mayor’s Office	City of Pensacola Housing Department, CRA
	Work with developers and landlords to use Project Based Vouchers for low income affordability		Hold a focus group with local developers and property owners to discuss gap funding opportunities	City of Pensacola Housing Department	
	Seek to attract non-profit community development financial institutions that can build local developers’ capacities		Meet with regional organizations (like Jacksonville LISC) to discuss their formation	Mayor’s Office	City of Pensacola Housing Department

IMPLEMENTATION GUIDANCE

GOAL	ACTION	RELEVANT GOALS	NEAR-TERM TARGET	CITY LEAD IMPLEMENTER	PARTNER IMPLEMENTER(S)
→ POTENTIAL INITIATIVES					
Safe Streets for All Mobilities	Upgrade pedestrian crossings, sidewalks, bike lanes, and signalization systems ← PRIORITY ACTION		Establish a "Systemic Safety Initiatives" program to update signalization and road design at high-crash intersections and roadways. Create a "Transportation Safety Improvement Program" to identify priority locations for low-cost, high-impact safety upgrades on sidewalks and bike lanes	City of Pensacola Public Works & Engineering Department	Escambia County Transportation and Traffic Operations, FDOT, CRA
	Make complete streets along key arterials and collector roads between key destinations: Cervantes, Garden, Main, 9th Ave, 12th Ave, Pace Blvd	 	Work with County and State to implement pilot, reversible projects that transform key streets identified in the Active Transportation Plan (2023)	City of Pensacola Public Works & Engineering Department	Escambia County Transportation and Traffic Operations, FDOT
	Advocate investment in safe, well-designed bus stops and stations to encourage transit use		Conduct community engagement with local transit riders to assess perception and pain-points with transit experience	City of Pensacola Public Works & Engineering Department	Escambia County Area Transit
	Bring micro-transit circulators to Pensacola to alleviate congestion for events and better connect Downtown to the east and west		Implement shuttle operations for key major events Downtown	City of Pensacola Public Works & Engineering Department	Electric shuttle companies and services
→ POTENTIAL INITIATIVES					
Support for Youth Experiences	Partner with Escambia County Public Schools to share facilities and resources for extracurricular educational activities ← PRIORITY ACTION	 	Create a portfolio of school-community partners in Pensacola and Escambia County, and support them with funding, promotion, partnership brokering with schools, as well as technical assistance and professional development	Mayor’s Office	Escambia County Public Schools, City of Pensacola Parks & Recreation Department
	Work with Escambia County Public School to offer supportive services to help increase school attendance		Coordinate with Healthy Schools Escambia program (Escambia Children’s Trust)	Mayor’s Office	
	Partner with local private and civic organizations in arts, design, and technology to nurture STEAM pipelines for youth	  	Hold a focus group with local institutions and develop strategies for after-school program	Mayor’s Office	City of Pensacola Economic Development Department, civic organizations, major employers
	Promote state and local resources available for childcare facilities		Align strategy with Escambia Children’s Trust to set goals for equitable access to childcare	Mayor’s Office	

IMPLEMENTATION GUIDANCE

GOAL	ACTION	RELEVANT GOALS	NEAR-TERM TARGET	CITY LEAD IMPLEMENTER	PARTNER IMPLEMENTER(S)
→ IN PROGRESS					
Resilient Waterfronts and Neighborhoods	Invest in energy efficiency to reduce the City’s greenhouse gas (GHG) emissions		Continue to decarbonize municipal operations	Pensacola Energy	
	Create ecological and recreational open spaces	 	Align open space planning with stormwater mitigation strategies into a unified approach	City of Pensacola Public Works & Engineering Department	City of Pensacola Parks & Recreation Department
	→ POTENTIAL INITIATIVES				
	Create a comprehensive Pensacola Resilience Plan ← PRIORITY ACTION	   	Conduct Threat and Hazard Identification and Risk Assessment (THIRA)	City of Pensacola Public Works & Engineering Department	City Emergency Management Coordinator, Escambia County Emergency Management
	Create a <u>Resilience Hubs</u> using existing public facilities, recreation centers, and libraries	 	Identify existing structures in high-risk areas, allocate funding through the city budget or grants to operate them as cooling centers, and develop and implement a communication strategy to raise public awareness.	City of Pensacola Sustainability & Resiliency	City Parks and Recreation Department, City Planning & Zoning, local libraries, senior centers, community center and places of worship
→ IN PROGRESS					
More Walkable, Mixed-use Districts	Prioritize former Baptist Hospital site as mixed-use district	   	Secure visionary real estate development firm to follow through with the vision for the site, and direct City funds to incentivize redevelopment as mixed-use, including housing and essential neighborhood amenities	City of Pensacola Economic Development Department	City of Pensacola Development Services Department, private developers
	→ POTENTIAL INITIATIVES				
	Redevelop underutilized sites in the Carpenter Creek area into a mixed-use, trails-oriented district ← PRIORITY ACTION	   	Create a Trails-Oriented Development zoning overlay along Carpenter Creek to enable mixed-use development	City of Pensacola Parks & Recreation Department	City of Pensacola Development Services
	Create a “city design lab” to help promote a more walkable, human-scaled form factor for development		Assemble a panel of local design experts, including urban planners, architects, and community representatives, and engage with local developers on urban design goals	City of Pensacola Development Services	Local planning and design organizations
	Amend zoning and provide incentives to create corner store businesses in neighborhoods	 	Explore expanding R-NC zoning areas to enable commercial uses	City of Pensacola Development Services	City of Pensacola Economic Development Department, CRA

IMPLEMENTATION GUIDANCE

GOAL	ACTION	RELEVANT GOALS	NEAR-TERM TARGET	CITY LEAD IMPLEMENTER	PARTNER IMPLEMENTER(S)
→ IN PROGRESS					
Public Spaces that Connect Communities	Reconnect and rebuild Pensacola around an enhanced Hollice T. Williams Park	 	Execute the community vision for the redevelopment of Hollice T. Williams Park into a greenway and stormwater park	CRA	City of Pensacola Parks & Recreation Department
	Complete SUN Trail network, including Scenic Highway Trail and Downtown Waterfront Connector Trail		Secure state grant funding	City of Pensacola Parks & Recreation Department	City of Pensacola Public Works & Engineering Department, FDOT
	→ POTENTIAL INITIATIVES				
	Create a comprehensive open space & trails plan to coordinate public and private public space-making efforts ← PRIORITY ACTION	  	Assess inventory and quality of public open spaces and trails, and set priorities to enhance this comprehensive system	City of Pensacola Parks & Recreation Department	City of Pensacola Public Works & Engineering Department
	Put resources towards maintaining Pensacola’s parks and community centers, especially in communities with greater social vulnerability		Seek funding sources like CDBG and Environmental Justice Small Grants to support the maintenance and programming of existing public spaces, both indoor and outdoor	City of Pensacola Parks & Recreation Department	
	Partner with nonprofit organizations to create a conversancy to improve park maintenance and operations	 	Hold a focus group with local nonprofits near Pensacola’s major parks to develop collaborative strategies for park improvement	City of Pensacola Parks & Recreation Department	Nonprofit organizations
→ IN PROGRESS					
Thriving Innovation and Businesses	Reinvest in the Port to balance clean cargo seaport trades with new 21st-century marine science and technology-focused industries	  	Complete The Center for Maritime Excellence as a catalytic investment in the Port (see Portside Pensacola 2019 plan for further visionary ideas)	City of Pensacola Economic Development Department	City of Pensacola Port of Pensacola
	Attract major companies in advanced manufacturing, engineering and design, and high-tech research and development sectors		Continue on momentum from American Magic lease agreement to attract other maritime industries	City of Pensacola Economic Development Department	
	→ POTENTIAL INITIATIVES				
	Concentrate new employers in emerging mixed-use districts, leveraging sites like the Port, Tech Park, IHMC, and Sacred Heart/Baptist ← PRIORITY ACTION	  	Coordinate and align employer attraction initiatives with development priorities	City of Pensacola Economic Development Department	City of Pensacola Development Services Department
	Promote industry certification opportunities to support workforce development	 	Coordinate with local universities to offer industry-specific training and awareness sessions with college and high school students	City of Pensacola Economic Development Department	Local universities, regional major employers
	Support existing and new small business owners with financial resources and clear communication of processes		Identify potential funding source for micro-grants to support existing and new businesses in Pensacola	City of Pensacola Economic Development Department	CRA

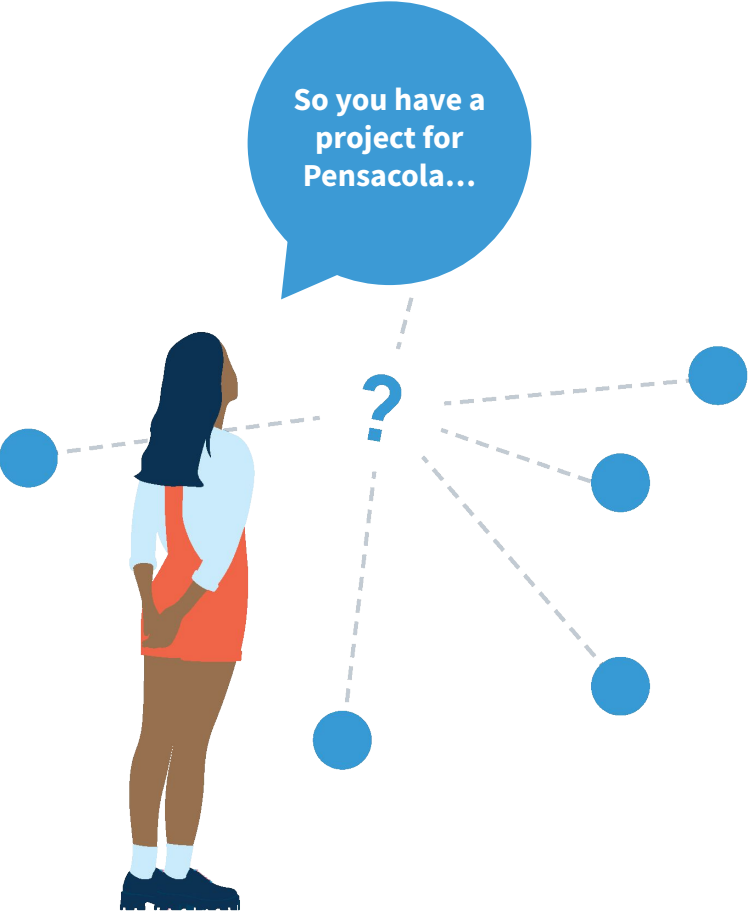
IMPLEMENTATION GUIDANCE

GOAL	ACTION	RELEVANT GOALS	NEAR-TERM TARGET	CITY LEAD IMPLEMENTER	PARTNER IMPLEMENTER(S)
→ IN PROGRESS					
Neighborhoods that Celebrate Culture and Honor Legacy	Support organizations to host arts & culture events in all of Pensacola's neighborhoods through grants and technical assistance ← PRIORITY ACTION	  	Create application-based program to support community-based arts and culture. Prioritize neighborhoods that have community knowledge and organizing capacity but lack resources	Mayor's Office	Community organizations, local cultural institutions
	→ POTENTIAL INITIATIVES				
	Create dedicated role to manage arts & culture initiatives		Create a formal position, department, or commission to develop and implement arts and culture strategies. This role will establish partnerships with local cultural institutions, businesses, universities, and community organizations, coordinate event communications in Pensacola, and integrate art into citywide initiatives	Mayor's Office	
	Enhance Pensacola's unique identity in its public realm	 	Align with Land Development Code update to standardize visual elements such as consistent street furniture, unique public art, wayfinding signage for pedestrians and bikers, and informational displays on historically significant buildings and natural features	City of Pensacola Development Services Department	City of Pensacola Parks & Recreation Department
	Explore options for generating preservation and cultural affairs funding through a local revenue system		Explore linkage between short-term rental taxes and historic preservation and cultural affairs initiatives	Mayor's Office	

IMPLEMENTATION GUIDANCE

Worksheet for Decision-Making & Implementation

To achieve its vision for 2035, Pensacola needs ensure that all current and future projects align with the goals outlined in this Plan. The checklist on the right serves as a guideline for City staff, helping to ensure that all projects work in concert to support a thriving quality of life for everyone who lives, works, and plays in Pensacola.



Strive to Thrive: Pensacola 2035 Compliance Checklist

KEY QUESTIONS	RESPONSE
OVERALL ALIGNMENT	
Does this project align with the goals outlined in Strive to Thrive: Pensacola 2035? Yes or No.	
Which strategic goals does this project address at once?	
If this project doesn't align with this Plan's priorities, how might we adapt it to fit?	
BASIC NEEDS	
Does this project address safety and security: attainable housing, safer streets, well-resourced community facilities, or resilience? Yes or No.	
RACIAL EQUITY	
Does this project further equitable access to opportunity and wealth-building for disenfranchised groups in Pensacola, including communities of color and poorer residents?	
MORE MIXED-USE HUBS	
Does this project advance investment in livability beyond just Downtown to create more, denser neighborhood centers with walkable amenities and services?	
SYSTEMS	
Does this project advance more than one strategic goal? Yes or No.	
FEASIBLE WINS	
Does this project have a clear path to implementation? Yes or No.	
Who are the community partners and champions involved?	
Where can funding be sourced from?	
Is there adequate capacity today to implement this project? Yes or No.	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1014

Agenda Conference

11/12/2024

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:	ASHTON	TALCON	PENSACOLA	SMITH	ATLANTIC	REPUBLIC
10/02/2024, 2:30 P.M.	MECHANICAL,	GROUP,	CONCRETE	INDUSTRIAL	PIPE	SERVICES
	INC. & RANGER	LLC	CONSTRUCTION	SERVICE, INC.	SERVICES,	
DEPARTMENT:	ENVIRONMENTAL		COMPANY,		LLC	
Public Works	SERVICES, LLC		INC.			
	Creola, AL	Havana, FL	Pensacola, FL	Mobile, AL	Sanford, FL	Pensacola, FL

Base Bid	\$122,960.00	\$135,650.00	\$195,000.00	\$197,200.00	\$274,050.00	\$472,430.88
(one cleaning of 116 units)						

DRAFT



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1029

Agenda Conference

11/12/2024

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 Partial Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcel 7 of the Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through 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. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. 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. No Other Revisions to the Valencia Option Agreement. 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

Date signed: _____, 2024

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

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:

Print: _____

Print: _____

By: _____

Print name: _____

Its: _____

Date signed: _____, 2024

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by 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

Agenda Conference

11/12/2024

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

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 not 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 Lessee 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 refuse 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, docks, 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 facilities 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:

Printed Name: _____

Witness Address:

Printed Name: _____

Witness Address:

LESSEE:

PALAFox ICEHOUSE PARTNERS, LLC,
a Florida limited liability company

By: CO-PHIL LLC,
A Florida limited liability company,
As its: Manager

By: _____
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"

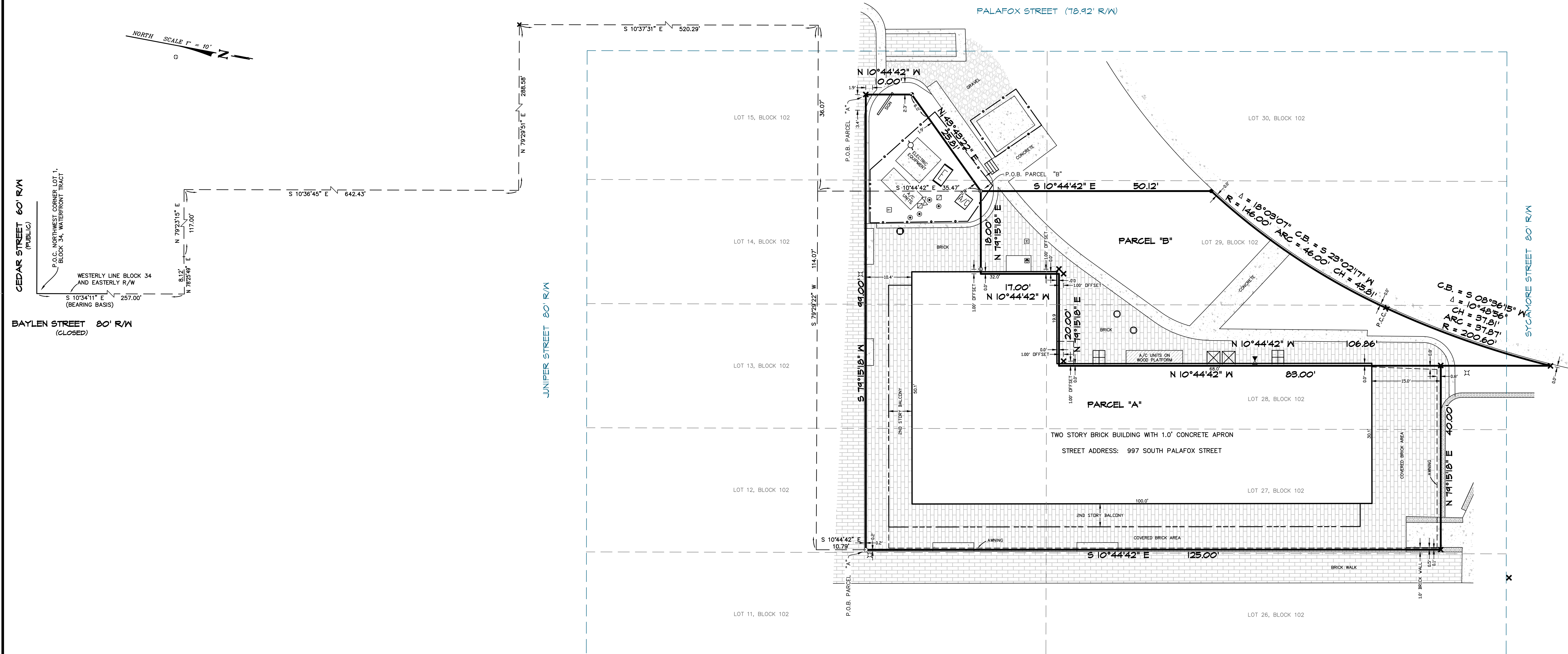
LEGAL DESCRIPTION: Parcel "B"

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
Air conditioning unit
Backflow preventor
Cable equipment
Electric equipment
Elevator condenser
Handhole
Light pole
Manhole
Meter pole
Metal vent fan
Sewer cleanout
Storm grate
Water valve
Wood fence

LEGAL DESCRIPTION: Parcel "A"

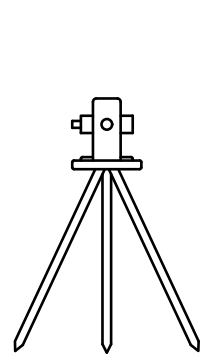
Commence at the Northwest corner of Lot 1, Block 34, of the Waterfront Tract or Pintado Grant according to the map of the City of Pensacola copyrighted by Thomas C. Watson in 1906; thence South 10 degrees 34'11" East along the Westerly line of said Block 34 and the extension thereof for a distance of 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 10.74 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 19 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 49.00 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 0.08 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 BEROSSET** Elevation Reference _____
Encroachments **BRICK, CONCRETE, UTILITIES**
Source of information **PUBLIC RECORDS, CITY ATLAS #78, 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 32203
Phone: (850) 434-6666 Fax: (850) 434-6661
Email: pgsurvey@bellsouth.net

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

Walter J. Glaze
PSM #6190

LB No. 7073
DAVID D. GLAZE
No. 5605
STATE OF FLORIDA
PROFESSIONAL SURVEYOR

SHEET 1 OF 1

File No. **C-1282**
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**
Drawn by **FMJ**
Checked By **DDG**



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-966

Agenda Conference

11/12/2024

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 Station 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

9/5/24 CARL

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 Recitals. 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 Purpose. 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 Request for Use. 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 Approval and Scheduling. 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 Responsibility for Resources. 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 Liability. The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. 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 Damage to Property. 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: [Signature]
Steven Barry, Chairman

Date: 9/5/2024

BOCC Approved: 9/5/2024

Approved as to form and legal sufficiency.

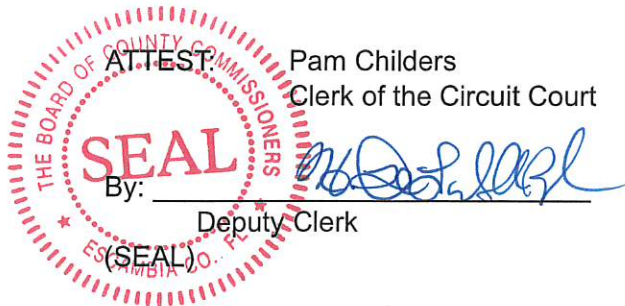
By/Title: Christopher R. Shaffer, ACA

Date: 07-23-2024

CITY:
THE CITY OF PENSACOLA, A FLORIDA
MUNICIPAL CORPORATION

By: _____
D.C. Reeves, Mayor

Date: _____



ATTEST:

By: _____
City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1024

Agenda Conference

11/12/2024

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
	<u>400</u>	Tanyard Neighborhood Community Association
	<u>\$ 4,300</u>	

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

Agenda Conference

11/12/2024

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
	<u>10,700</u>	FY 2025 District 4 Discretionary Funds
	<u>\$15,404</u>	
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
	<u>500</u>	Valerie's House
	<u>\$ 4,500</u>	

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

Agenda Conference

11/12/2024

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
	<u>10,700</u>	FY 2025 District 2 Discretionary Funds
	<u>\$ 21,377</u>	
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

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1037

Agenda Conference

11/12/2024

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
	<u>10,700</u>	FY 2025 District 6 Discretionary Funds Balance
	<u>\$ 19,800</u>	

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

Agenda Conference

11/12/2024

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.

(Home Address)

850.255.2240

(Phone)

(Business Address)

(Phone)

brad.boes@gmail.com

(Email Address)

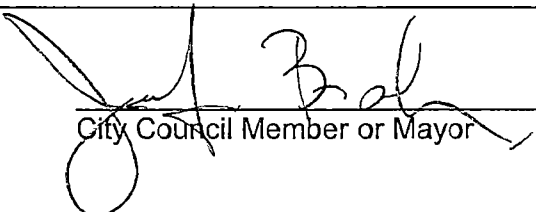
City Resident: ☒ YES ☐ NO
Property Owner within the City: ☒ YES ☐ NO

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)	<i>Field not completed.</i>
-----------------------------	-----------------------------

(Section Break)

Details

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

If yes, which district?	1
-------------------------	---

If yes, how long have you been a City resident?	<i>Field not completed.</i>
---	-----------------------------

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

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

Board(s) of interest:	Parks 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)?	<i>Field not completed.</i>
-------------------------	-----------------------------

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

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

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

(Section Break)

Diversity

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

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

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jennifer Brahier, do nominate Dr. Justine Roper
(Nominee)
4317 Whitelead Court (850) 450-2081
(Home Address) (Phone)
UWF, PSC, and More (850) 450-2081
(Business Address) (Phone)
drjustinedinherphysique.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

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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?

Do you own property
within the City limits?

Are you a registered
voter in the city?

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)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A
(Section Break)	
Diversity <i>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.</i>	
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)

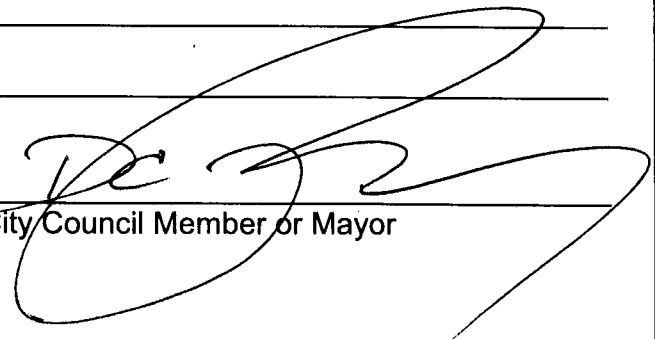
City Resident: YES NO
Property Owner within the City: YES NO

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

Agenda Conference

11/12/2024

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.

September 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



EQUITABLE DEVELOPMENT PLAN

HOLLICE T. WILLIAMS STORMWATER PARK

PENSACOLA, FLORIDA | OCT. 25, 2024





Equitable Development Plan

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	Tommy Lyter
David Williams	Michelle Macneil
DJ Williams	Joseph Marshall
Gerald Williams	David Mayo
Larry Williams	Melanie Nichols
Sabrina Williams	Allison Patton
Rusty Branch	Jon Shell
Teniade Broughton	Eddie Todd
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ACKNOWLEDGMENT



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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.

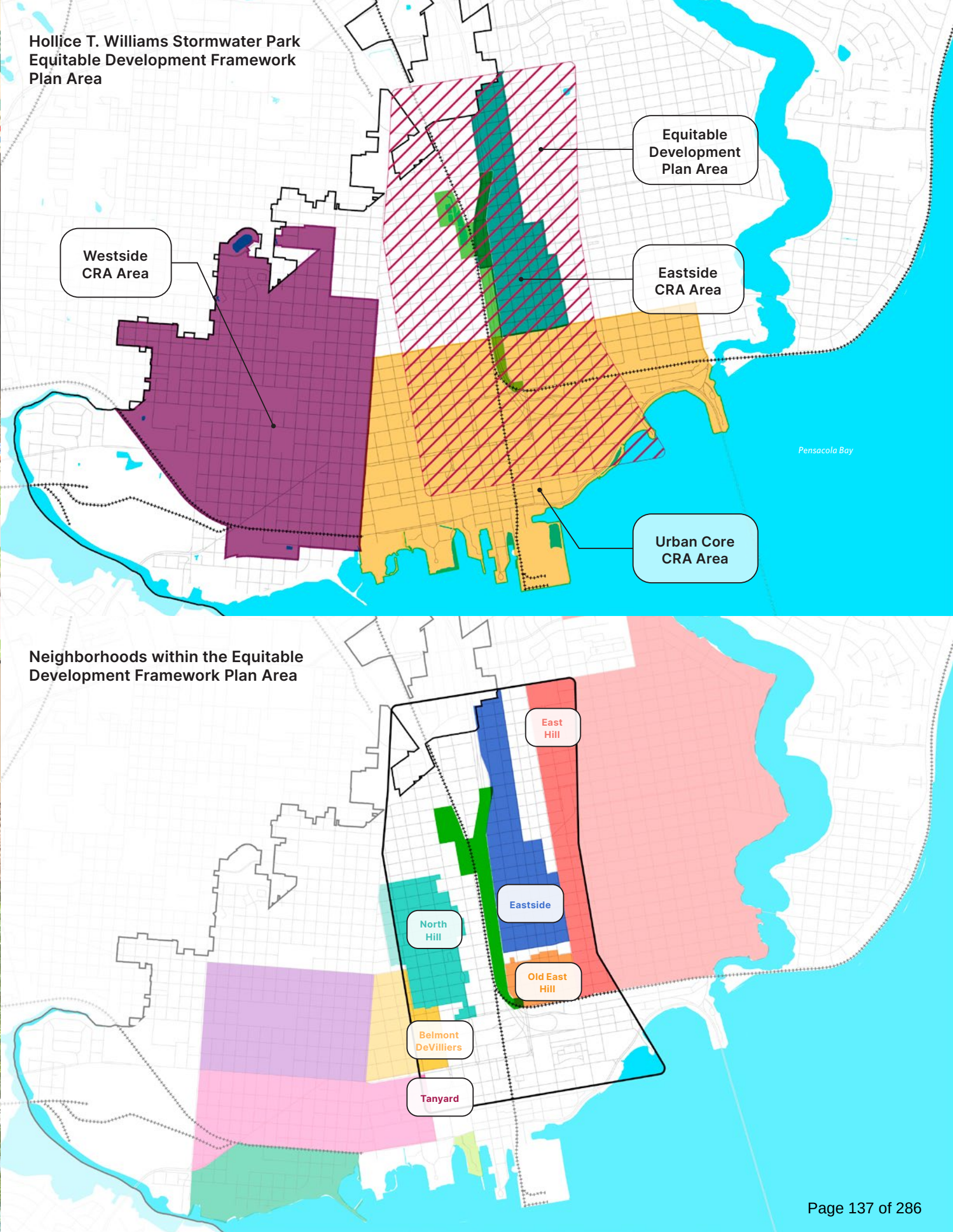
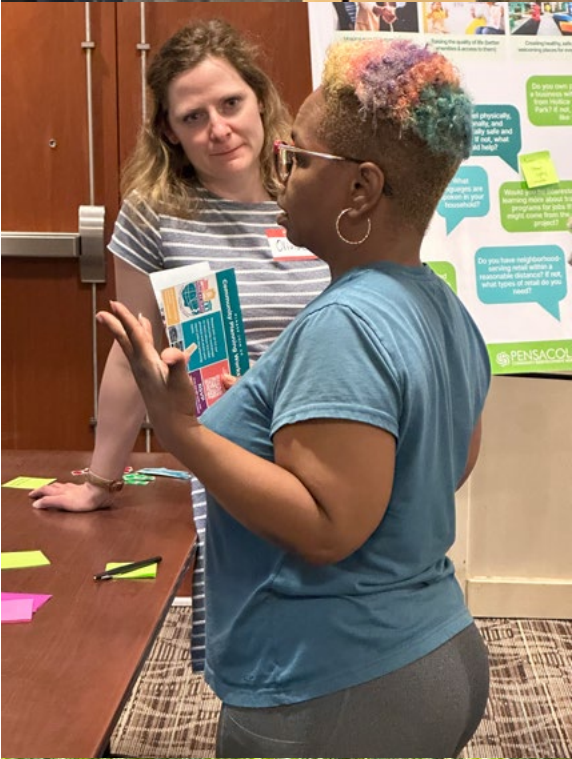
Hollice T. Williams Park is an important place in between the Eastside, Old East Hill, and North Hill neighborhoods. The Park is named after Hollice T. Williams, Sr., the first black man to be appointed to the Pensacola City Council and the first black man to become physical director of the YMCA.

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.

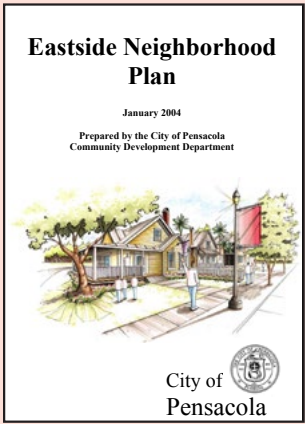
2010 Hollice T. Williams Greenway Framework Plan

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



Purpose
Central Park was one element of the larger neighborhood plan

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

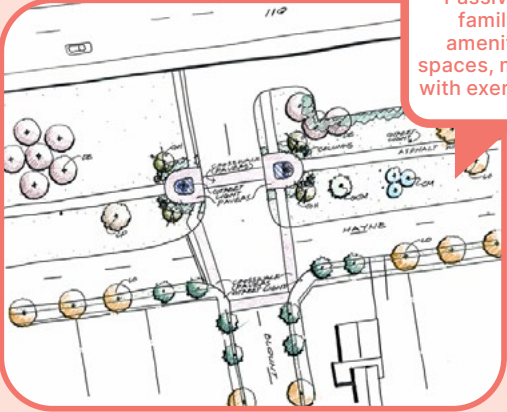
AMENITIES

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



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



Skate Park

Pool Facilities (recreational + competitive)

Community gardens

Recreation facilities (tennis, bike, polo, football)

Commercial + retail development

Trail with exercise stations

Boardwalk extension & water activities

Art in the park

Pedestrian plaza

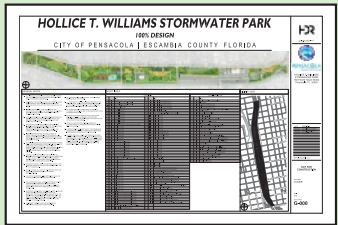
Interactive areas for children

Extensive open areas

Jazz festivals + community gatherings

Dog parks

2021 Hollice T. Williams Stormwater Park Plan Refinement



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

Neighborhood History + Cultural Exhibits

Greenway Path

Multi-use Fields

Fitness Loop + Exercise Stations

Youth Obstacle Course

Playground

Restrooms + Parking Areas

Sand Volleyball

Dog Park

Splash Pad

Amphitheater

Demo Kitchen + Classroom

Market Plaza

Skate Park

Public Art + Sculpture

Storyboard + Community Timeline

Overlook

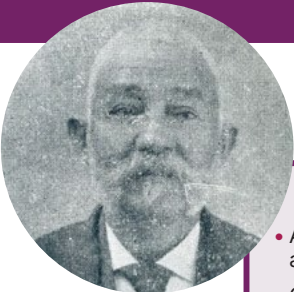
Neighborhood History

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.



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



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

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



Spencer Bibbs Academy

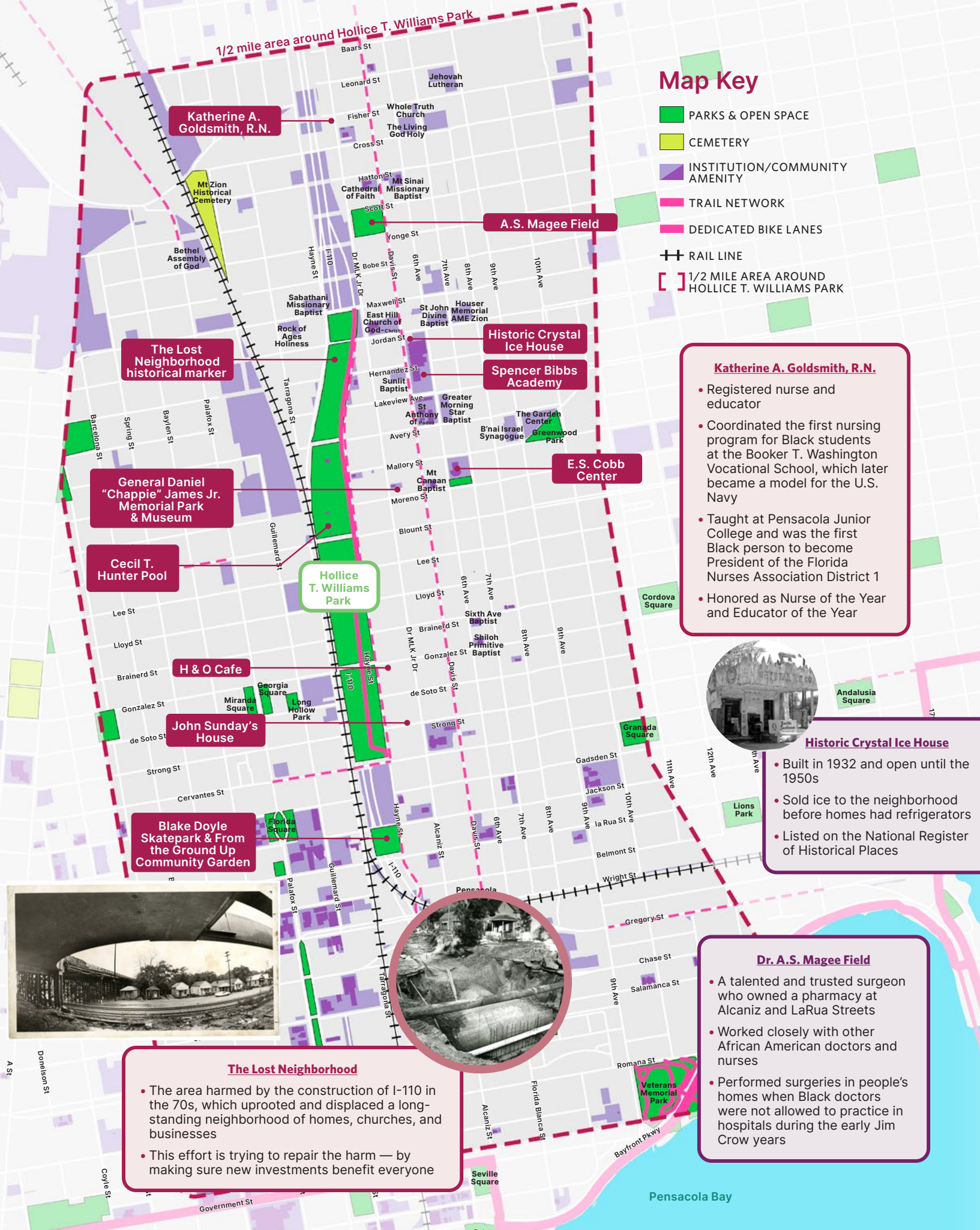
- Established in 1919
- Spencer Bibbs was the first African American Supervisor of Colored Schools in Escambia County
- The Academy served students through 4th grade
- Spencer Bibbs would use his own wagon to transport students above the 4th grade to the west side, so that they could continue their education

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

Map Key

- PARKS & OPEN SPACE
- CEMETERY
- INSTITUTION/COMMUNITY AMENITY
- TRAIL NETWORK
- DEDICATED BIKE LANES
- RAIL LINE
- 1/2 MILE AREA AROUND HOLLICE T. WILLIAMS PARK



Katherine A. Goldsmith, R.N.

A.S. Magee Field

Historic Crystal Ice House

Spencer Bibbs Academy

E.S. Cobb Center

Hollice T. Williams Park

H & O Cafe

John Sunday's House

Blake Doyle Skatepark & From the Ground Up Community Garden

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



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 knowledgeable 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

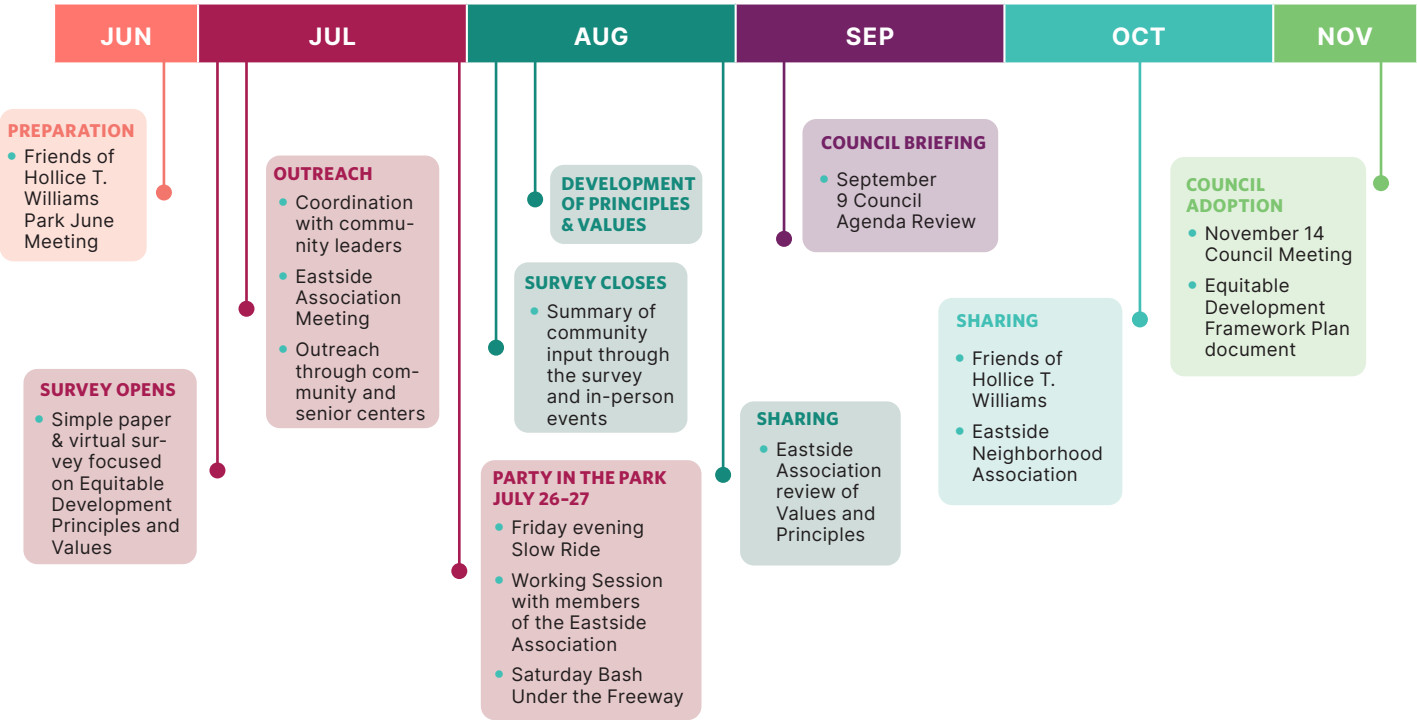
Neighborhood Associations

Residents

Park Users

Community Organizations

2024



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.



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.

INCLUSIVE, ACCESSIBLE, & RESPONSIVE

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

Agenda Conference

11/12/2024

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

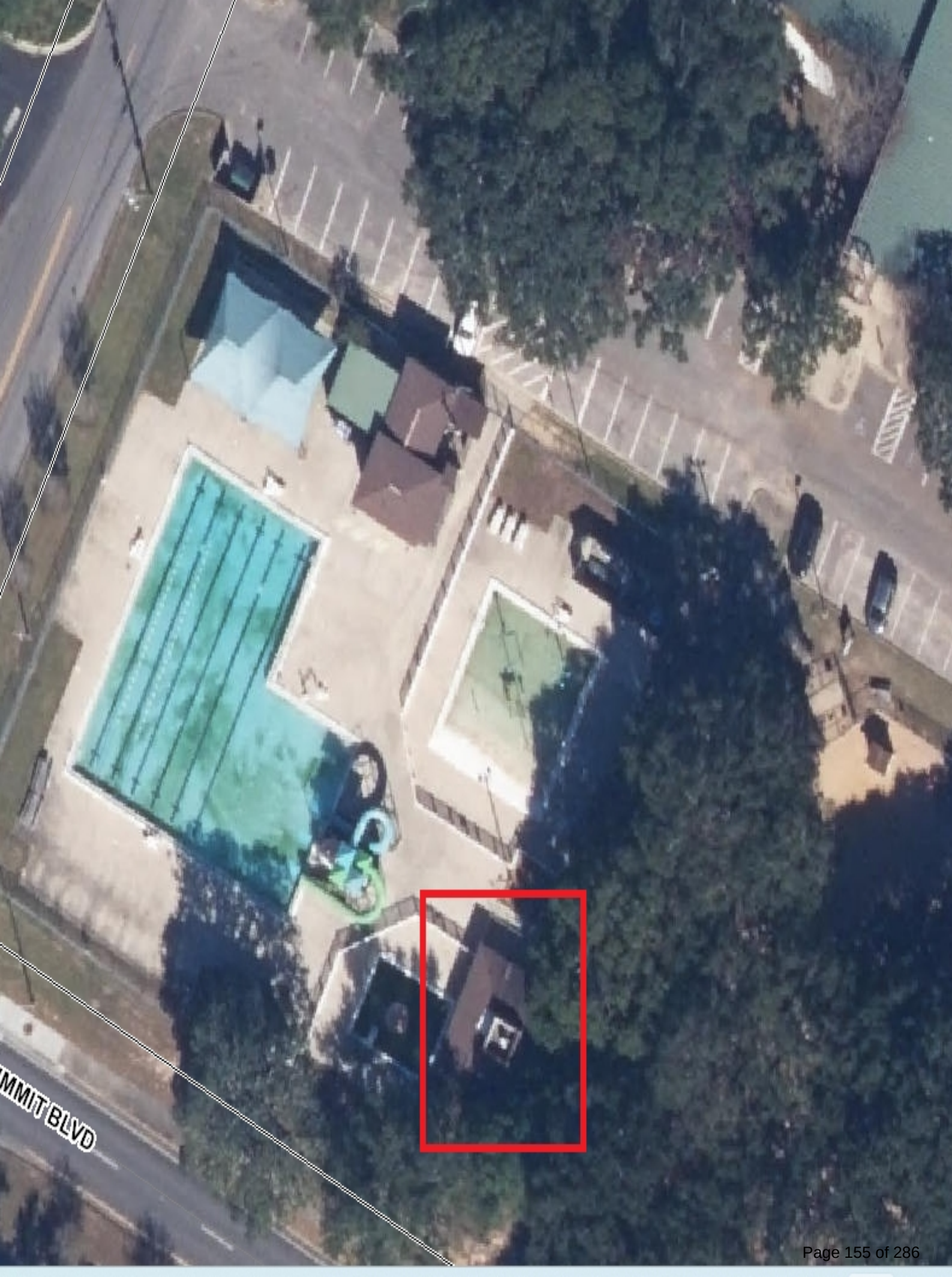
TABULATION OF BIDS

BID NO: 24-040
TITLE: ROGER SCOTT POOL FACILITIES

Submittals Due:	BIGGS	JOY GORDON	HEWES &
08/13/2024, 2:30 P.M.	CONSTRUCTION	CONSTRUCTION,	COMPANY, LLC
Department:	COMPANY, INC.	LLC	
Facilities & Fleet	Pensacola, FL	Cantonment, FL	Pensacola, FL

Base Bid	\$845,742.00	non-responsive	non-responsive
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Additive Alternate \$730,947.00





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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-962

Agenda Conference

11/12/2024

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 its 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
	<u>\$177,230</u> 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

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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 # XXXXXXXXXX”
- *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 contractors 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/departments-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/departments-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 engineered 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 waiver. DOE may reject or grant

waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's 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 Guide⁴ 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=9e397d68c4b111ec9d8c6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rte.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?



Individual Application

Applied Date

7/26/2024, 2:20 PM

Account

[Pensacola...](#)

Application Status

Project In-Progress

RecordType Name

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

Account

[Pensacola \(/eecbgvouchers/s/detail/001Ph00000G353ZlAR\)](#)

Contact

[Katherine Kuhn \(/eecbgvouchers/s/detail/003Ph00000EKgVRIA1\)](#)

Application Number

EECEQ-01061

Planning to team with other entities?

No

Application Status

Project In-Progress

Category

Rebates

Total Line Items

2

Project Information

Sectors served

Local Government

Other Project Sector

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.

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

Using multiple EECBG recipients formula?

No

Total Teaming EECBG Formula Allocation

Total Voucher Estimate

\$122,770.00

Program Metrics and Compliance Requirements

Program Metrics ⓘ

Equipment Purchased;Renewable Energy

Other Program Metric

Davis-Bacon Assurance Letter Signed by

Davis-Bacon Assurance Letter Signed Date

7/25/2024

Applicable NEPA SOW

NEPA EQ-1

https://doerebates.my.site.com/eecbgvouchers/s/individualapplication/0iTPh000000Jp3/ia0000001061

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✓ 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 \(https://www.energy.gov/ig/ig-hotline\)](https://www.energy.gov/ig/ig-hotline), phone: 1-800-541-1625 or email: ighotline@hq.doe.gov

**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	<u>122,770</u>	
Appropriations		
Capital Outlay	<u>122,770</u>	Appropriating Funds for Capital Outlay
Total Appropriations	<u>122,770</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-963

Agenda Conference

11/12/2024

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 its 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.

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:

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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	<u>122,770</u>	
Appropriations		
Capital Outlay	122,770	Appropriating Funds for Capital Outlay
Total Appropriations	<u>122,770</u>	



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

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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 contractors 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/departments-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 engineered 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 waiver. DOE may reject or grant

waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's 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 Guide⁴ 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=9e397d68c4b111ec9d8c6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rte.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

7/26/2024, 2:20 PM

Account

[Pensacol...](#)

Application Status

Project In-Progress

RecordType Name

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

Account

[Pensacola \(/eecbgvouchers/s/detail/001Ph00000G353ZlAR\)](#)

Contact

[Katherine Kuhn \(/eecbgvouchers/s/detail/003Ph00000EKgVRIA1\)](#)

Application Number

EECEQ-01061

Planning to team with other entities?

No

Application Status

Project In-Progress

Category

Rebates

Total Line Items

2

Project Information

Sectors served

Local Government

Other Project Sector

Eligible Activities

On-site Renewable Energy On or In a Government Building

Serves disadvantaged communities (DACs)?

Yes

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.

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.

Budget Information

EECBG Program Formula Allocation Amount

\$122,770.00

Using multiple EECBG recipients formula?

No

Total Teaming EECBG Formula Allocation

Total Voucher Estimate

\$122,770.00

Program Metrics and Compliance Requirements

Program Metrics ⓘ

Equipment Purchased;Renewable Energy

Other Program Metric

Applicable NEPA SOW

NEPA EQ-1

Davis-Bacon Assurance Letter Signed by

Davis-Bacon Assurance Letter Signed Date

7/25/2024

✓ 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 \(https://www.energy.gov/ig/ig-hotline\)](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

Agenda Conference

11/12/2024

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
	<u>300,000.00</u>	ECUA Contribution through Interlocal Agreement
	<u>\$1,998,623.00</u>	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
	<u>1,991,000.00</u>	Resilient Florida Grant Program Funds
	<u>\$6,373,203.00</u>	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
<u>\$1,738,075.35</u>	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
<u>61,108.48</u>	Geotechnical Testing - Main Street Flooding and Adaptation Project
<u>\$6,063,457.00</u>	SUBTOTAL - Main Street Flooding and Adaptation Project
<u>\$7,801,532.35</u>	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	<u>1,478,200</u>	
Appropriations		
Capital Outlay	1,683,423	Increase appropriation for Capital Outlay - Pine Street Outfall - Main St D to H Streets
Capital Outlay	<u>(205,223)</u>	Decrease appropriation for Capital Outlay - L Street & Kiwanis Park
Total Appropriations	<u>1,478,200</u>	

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,
LLCPensacola, 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**

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

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-995

Agenda Conference

11/12/2024

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
	<u>300,000.00</u>	ECUA Contribution through Interlocal Agreement
	<u>\$1,998,623.00</u>	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
	<u>1,991,000.00</u>	Resilient Florida Grant Program Funds
	<u>\$6,373,203.00</u>	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
<u>41,470.85</u>	Miscellaneous
<u>\$1,738,075.35</u>	SUBTOTAL - Barrancas 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
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509,547.77	Required 10% Contingency - Main Street Flooding and Adaptation Project
397,323.10	Engineering Allocation Estimate - Main Street Flooding and Adaptation Project
<u>61,108.48</u>	Geotechnical Testing - Main Street Flooding and Adaptation Project
<u>\$6,063,457.00</u>	SUBTOTAL - Main Street Flooding and Adaptation Project
<u>\$7,801,532.35</u>	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,
LLCPensacola, 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**

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

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-1016

Agenda Conference

11/12/2024

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 MANAGERMENTS 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

THE CITY OF PENSACOLA
NOVEMBER 2024 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2024-88

FUND	AMOUNT	DESCRIPTION
E. PARKING FUND		
Fund Balance	<u>326,396</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>326,396</u>	Carryover - encumbrances outstanding at 9/30/24
F. SECTION 8 HOUSING ASSISTANCE FUND		
Fund Balance	<u>16,922</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>16,922</u>	Carryover - encumbrances outstanding at 9/30/24
G. LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>25,811</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>25,811</u>	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	<u>65,324</u>	Increase estimated revenues for State Grants
Total Estimated Revenues	<u>653,242</u>	
Appropriations		
Purchase Orders Payable	<u>653,242</u>	Carryover - encumbrances outstanding at 9/30/24
I. GOLF COURSE FUND		
Fund Balance	<u>37,859</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>37,859</u>	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	<u>88,411</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>88,411</u>	Carryover - encumbrances outstanding at 9/30/24
K. WESTSIDE TIF FUND		
Fund Balance	<u>156,550</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>156,550</u>	Carryover - encumbrances outstanding at 9/30/24
L. RECREATION FUND		
Fund Balance	<u>6,150</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>6,150</u>	Carryover - encumbrances outstanding at 9/30/24
M. TENNIS FUND		
Fund Balance	<u>29,241</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>29,241</u>	Carryover - encumbrances outstanding at 9/30/24
N. COMMUNITY MARITIME PARK MGT SVCS FUND		
Fund Balance	<u>76,197</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>76,197</u>	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	<u>935,499</u>	Appropriate estimated revenues for Federal Grants
Appropriations		
Purchase Orders Payable	<u>935,499</u>	Carryover - encumbrances outstanding at 9/30/24
P. LOCAL OPTION SALES TAX FUND		
Fund Balance	<u>2,034,358</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>2,034,358</u>	Carryover - encumbrances outstanding at 9/30/24
Q. CRA SERIES 2017 PROJECT FUND		
Fund Balance	<u>533,429</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>533,429</u>	Carryover - encumbrances outstanding at 9/30/24
R. CRA SERIES 2019 PROJECT FUND		
Fund Balance	<u>548,798</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>548,798</u>	Carryover - encumbrances outstanding at 9/30/24
S. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>1,002,078</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>1,002,078</u>	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	<u>1,851,044</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>1,851,044</u>	Carryover - encumbrances outstanding at 9/30/24
U. SANITATION FUND		
Fund Balance	<u>525,736</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>525,736</u>	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	<u>4,477,244</u>	Appropriate estimated revenues for Federal Grants
Total Estimated Revenues	<u>6,558,342</u>	
Fund Balance	<u>304,147</u>	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u>6,862,489</u>	
Appropriations		
Purchase Orders Payable	<u>6,862,489</u>	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	<u>80,890,207</u>	
Fund Balance	<u>5,918,154</u>	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u><u>86,808,361</u></u>	
Appropriations		
Purchase Orders Payable	<u><u>86,808,361</u></u>	Carryover - encumbrances outstanding at 9/30/24
X. INSURANCE RETENTION FUND		
Estimated Revenues		
Charges for Services R/M	<u><u>23,000</u></u>	Increase estimated revenues for Charges For Services R/M
Appropriations		
Purchase Orders Payable	<u><u>23,000</u></u>	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	<u><u>1,183,606</u></u>	
Appropriations		
Purchase Orders Payable	<u><u>1,183,606</u></u>	Carryover - encumbrances outstanding at 9/30/24



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-958

Agenda Conference

11/12/2024

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-1, 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:

$$\text{WNA} = \frac{R \times (\text{HSF} \times (\text{NDD} - \text{ADD}))}{(\text{BL} + (\text{HSF} \times \text{ADD}))}$$

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 for 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).