

Agenda Conference

July 15, 2013, 3:30 P.M.

Hagler Mason Conference Room
2nd Floor City Hall



City Council Members: P.C. Wu, President, Jewel Cannada-Wynn, Vice-President, Charles Bare, Larry B. Johnson, Sherri Myers, Megan B. Pratt, Brian Spencer, Andy Terhaar, Gerald Wingate

The purpose of the Agenda Conference is to provide Council members an opportunity to review together, as a collegial body, the Council Memoranda, become familiar with the items to be considered at the next regular Council meeting and have an opportunity to preliminarily discuss each item with the sponsor of that item and amongst themselves for the limited purpose of understanding the intent of the item and not to decide whether to approve it. (City Council Rules and Procedures Section 2.04)

ROLL CALL

REVIEW OF CONSENT AGENDA ITEMS (Memorandum #; Type of Item: Sponsor)

1. August Council Meeting Schedule (Memo #2013:501; Discussion/Action: Cannada-Wynn)
2. Environmental Advisory Board (EAB) Membership (Memo #2013:502; Action: Myers)
3. Approval of Escambia Consortium FY2013-2014 Annual Action Plan (Memo #2013:503; Action: Mayor)
4. Award of Contract - Bid #13-014 – Bay Woods Gulley Stormwater Enhancement Project (Memo # 2013:504; Action: Mayor)
5. Award of Contract – Bid #13-012 – FY 2013 Street Rehabilitation Project (Memo #2013:505; Action: Mayor)
6. Gaberonne Swamp Stormwater Enhancement Project at Scenic Heights Discharge – Engineering Services Authorization #2013-3 (Memo #2013:506; Action: Mayor)
7. Maintenance Agreement – Florida Department of Transportation – Landscaping SR 30 (Gregory St.) from 9th Ave. to 17th Ave. (Memo #2013:507; Action: Mayor)
8. Mayoral Re-Appointment – Downtown Improvement Board (Memo #2013:510; Action: Mayor)
9. Mayoral Appointment – Downtown Improvement Board (Memo #2013:509; Action: Mayor)
10. Progress Report on Implementation of MGT Disparity Study Recommendations (Memo #2013:512; Information: Mayor)
11. Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local (Memo #2013:524; Information Item: Mayor)
12. Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State (Memo #2013:525; Information Item: Mayor)
13. 12TH Avenue at Carpenter’s Creek Stormwater Enhancement Project - Revised Engineering Design Fee (Memo #2013:511; Information Item: Mayor)

REVIEW OF REGULAR AGENDA ITEMS (Memorandum #; Type of Item: Sponsor)

14. Appointment – Environmental Advisory Board (Memo #2013:513; Action: Wu)
15. Appointment – City Designee – Discussion with Northwest Florida Professional Baseball (Memo #2013:514; Action: Wu)

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16. City Council Financial Planning and Administration Policy (Memo #2013:515; Action: Bare)
17. Tentative Millage Rate – Fiscal Year 2014 (Memo #2013:516; Action: Mayor)
18. Interlocal Agreement Between Escambia County and the City of Pensacola – West Florida Public Library System (Memo #2013:517; Action: Mayor)
19. Airport - Acceptance of Land Use Plan (Memo # 2013:518; Action: Mayor)
20. Proposed Amendment to the Land Development Code - Maritime Redevelopment District (Memo #2013:519; Action: Mayor)
21. Request to Convey Property to the City of Pensacola for Dedication as Right of Way (Memo #2013:520; Action: Mayor)
22. City Administration Investigation (Memo #2013:521; Discussion: Bare)
23. Investigation into City Hall Renovations and Improvements (Memo #2013:522; Discussion: Bare)
24. Mayor's Report: Presentation on Real Estate Marketing Positioning Study (Memo #2013:523; Information Item: Mayor)

CONSIDERATION OF ANY ADD-ON ITEMS

APPROVAL OF FINAL AGENDA

ADJOURNMENT



COUNCIL MEMORANDUM

Council Meeting Date: July 18, 2013

FOR DISCUSSION

Memorandum Number: 2013: 501

FROM: Jewel Cannada-Wynn, Council Vice President *Cannada-Wynn*

SUBJECT: August Council Meeting Schedule

REQUEST: That City Council Cancel the August 8, 2013 Regular City Council Meeting

AGENDA: _____ Regular X Consent

SUMMARY:

The 2013 City Council meeting dates were introduced as an information item at the December 10, 2013 Committee of the Whole meeting. Council is only required to hold one regular meeting a month. One meeting was scheduled for the months of June and July. There are three full days of budget workshops scheduled for City Council July 22 through 24. There are also a number of Council Members that will be attending the Florida League of Cities Annual Conference in August. Council Staff has polled other City Staff and the City Administrator. Since there is so much focus on the budget at this time of year, the first meeting in August can be cancelled without any significant impact on the operation of the City. The one regular City Council meeting in August would be August 22, 2013.

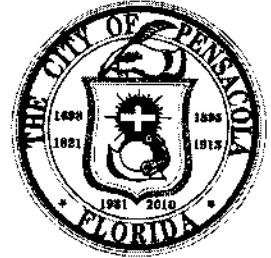
PRIOR ACTION: None

STAFF CONTACT:

Lila S. Cox, Council Executive

ATTACHMENTS: None

PRESENTATION: None



COUNCIL MEMORANDUM

Council Meeting Date: July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013: 502

SPONSOR: Sherri Myers, Council Member *Sherri Myers*

SUBJECT: Environmental Advisory Board (EAB) Membership

MOTION:

That City Council Approve a Change in the Membership Designation of Existing Members of the EAB to Create At-Large Membership Vacancies which are more easily filled. The Changes are: Mary Gutierrez from At-Large to Member of an Environmental Group, Chasidy Hobbs from Member of a Business Organization to Federal/State Environmental Agency, and Frankie Stoutemire from At-Large to Member of a Business Organization.

AGENDA: _____ Regular X Consent

Hearing Required: Public _____ Quasi-Judicial _____ No Hearing Required X

SUMMARY:

The EAB currently has three (3) vacancies: Peter Dohms (Environmental Group), Alan Gray (Federal/State Environmental Agency), and Rebecca Heyer (City Resident).

PRIOR ACTION:

The EAB was established in December, 2001 to advise City Council and staff about environmental issues affecting the City. On February 28, 2002, City Council adopted an ordinance that allows up to four (4) at large members in addition to the seven (7) with membership designations (e.g. member of and environmental organization). On May 23, 2013, Council tasked staff with recommending revisions in the ordinance establishing the EAB. The need for specificity in membership designations will be considered in the revisions.

FUNDING: Not Applicable

FINANCIAL

IMPACT: None

STAFF CONTACT: Lila S. Cox, Council Executive

ATTACHMENTS: 1) EAB Membership List
2) Current EAB Ordinance Membership Language

PRESENTATION: None

Environmental Advisory Board

Name	Profession	Appointed By	No. of			First Appointed	Term Length	Comments
			Terms	Year	Exp Date			
Dohms, Peter H.	Environmental Group	Council	2	2013	3/1/2014	10/13/2005	2	Replaced Dr. Phillip Payne
Godwin, Eleanor	At-large	Council	3	2013	3/1/2014	2/26/2004	2	
Gray, Alan	Fed/State Envir. Agency	Council	2	2013	3/1/2014	10/25/2012	0	Replaced Darryl Boudreau
Gulierrez, Mary	At-Large	Council	0	2013	3/1/2014	6/14/2012	0	Replaced Heather Reed
Heyer, Rebecca	City Resident	Council	0	2013	3/1/2014	2/25/2010	2	Replaced Chips Kirschenfeld
Hitchcock, Debbie	At-large	Council	3	2013	3/1/2014	2/26/2004	2	
Hobbs, Chasidy	Member of Business Org	Council	0	2013	3/1/2014	2/23/2012	2	Replaced Jim Donatelli
Lapo, Joe E.	UWF	Council	4	2013	3/1/2014	2/14/2002	2	Employed with Academic Institution
Neiger, Robert J.	Neighborhood Assoc.	Council	4	2013	3/1/2014	2/14/2002	2	Member of Neighborhood Association
Stephenson, Blair	Developer	Council	3	2013	3/1/2014	5/13/2004	2	Replaced Brian Spencer
Stoutemire, Frankie J.	At-large	Council	0	2013	3/1/2014	10/25/2012	2	Replaced Michael Smith

Term Length: TWO YEAR TERMS

The Board is composed of seven members appointed by Council, one member who is employed with an academic institution in research, writing, and instruction in an environmental field, one member who is an employee of a Federal, State or local environmental agency, one member who is a member of a local environmental organization, one member who is employed in real estate sales or development, one member who is a member of a neighborhood or civic association, one member who is a member of a business organization, and one member who is a resident of the city. TO THE EXTENT PRACTICABLE, MEMBERS OF THE BOARD SHALL BE CITY RESIDENTS. The Board shall review and make recommendations to the City Council and staff on environmental policy issues as follows: Requests to designate sites as Brownfields, proposed remediation plans for superfund sites, proposed ordinances and codes of an environmental nature, proposed changes to existing environmental ordinances and codes, and other environmental matters referred to the Board by the City Council and staff. (Created by Ordinance No. 28-01) Membership expanded to provide for up to four (4) additional at-large members by Ordinance No. 12-02

PROPOSED
ORDINANCE NUMBER 09-02

ORDINANCE NUMBER _____

AN ORDINANCE AMENDING SECTION 4 (A) OF
ORDINANCE NO. 28-01 OF THE CITY OF PENSACOLA;
AMENDING THE MEMBERSHIP COMPOSITION OF THE CITY
OF PENSACOLA ENVIRONMENTAL ADVISORY BOARD;
PROVIDING SEVERABILITY CLAUSE; REPEALING
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4 (A) of Ordinance No. 28-01 is hereby
amended as follows:

"SECTION 4. Membership

(A) The Board shall be composed of the following ~~seven (7)~~
members appointed by the City Council:

- (1) One (1) member who is employed with an academic institution in research, writing, and instruction in an environmental field.
- (2) One (1) member who is an employee of a Federal, State or local environmental agency.
- (3) One (1) member who is a member of a local environmental organization.
- (4) One (1) member who is employed in real estate sales or development.
- (5) One (1) member who is a member of a neighborhood or civic association.
- (6) One (1) member who is a member of a business organization.
- (7) One (1) member who is a resident of the city.
- (8) Up to four (4) additional at-large members may be appointed.

SECTION 2. Severability

If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. Repealing Clause

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Effective Date

This ordinance shall take effect immediately upon its passage by the City Council.

Passed: _____

Approved: _____
Mayor

Attest:

City Clerk

Legal in form and valid
if enacted:

City Attorney




COUNCIL MEMORANDUM

July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:503

SPONSOR: Ashton J. Hayward, III, Mayor 

SUBJECT: Approval of Escambia Consortium FY2013-2014 Annual Action Plan

MOTION:

That City Council approve the proposed Escambia Consortium FY2013-2014 Annual Action Plan for the period October 1, 2013 through September 30, 2014, which includes the City of Pensacola's use of Community Development Block Grant (CDBG) funds in the amount of \$728,047 and HOME Investment Partnerships Act (HOME) funds in the amount of \$216,113.

AGENDA: _____ Regular X Consent

Hearing Required: Public _____ Quasi-Judicial _____ No Hearing Required X

SUMMARY:

As part of the U.S. Department of Housing and Urban Development (HUD) Consolidated Plan process, the City of Pensacola, in conjunction with other members of the Escambia Consortium, must prepare a local Annual Action Plan each program year and submit to HUD for approval. The Annual Action Plan for FY2013-2014 covers the period October 1, 2013 through September 30, 2014. The City's Annual Plan identifies housing and community development activities and presents the proposed budgets for the FY 2013-2014 funding request. The Annual Action Plan incorporates the funding applications for all member jurisdictions, which includes the City of Pensacola, Escambia County, City of Milton, and Santa Rosa County, for the FY 2013-2014 CDBG, HOME and Emergency Solutions Grant (ESG) Programs. The City's proposed FY 2013-2014 CDBG and HOME budgets and activities description for the Annual Action Plan are presented in Attachment #1. The final draft of the FY 2013 Escambia Consortium Annual Plan is posted on the City of Pensacola website on the Housing homepage.

To initiate the 30 day public participation process for preparation of the 2013 Annual Plan, a Public Notice was published in the Pensacola News Journal on March 24, 2013. The public input period began March 24, 2013 and ran through April 25, 2013. The Public Notice was also posted on the City's Website.

On April 16, 2013, at 2:00 p.m., at the City of Pensacola Housing Office, 420 W. Chase Street, a public meeting was held to receive direct public input on housing and community development needs and to review program eligibility requirements for proposed activities for the Annual Action Plan.

The proposed Annual Action Plan Summary was published in the Pensacola News Journal on May 18, 2013, which began the 30-day comment period extending through June 20, 2013. On June 11, 2013 at 2:00 p.m. at City of Pensacola Housing, the final public hearing was held when the proposed CDBG and HOME budgets and activities for the 2013 Annual Plan were reviewed. Verbal comments have been positive and support the proposed activities in the Annual Plan.

The Plan is due to HUD on or before August 9, 2013. HUD approval is anticipated in late September 2013. As outlined in the Annual Action Plan and upon HUD approval, the anticipated CDBG funding allocation the City will receive is \$728,047. The anticipated HOME allocation is \$216,113. This funding will be available for the fiscal year extending from October 1, 2013 - September 30, 2014.

PRIOR ACTION:

The Escambia Consortium Five-Year (FY2010-2014) Consolidated Plan was approved on June 21, 2011; the FY2012-2013 Annual Action Plan was approved on July 19, 2012.

FUNDING:	<u>CDBG Program</u>	<u>HOME Program</u>
Budget:	\$728,047	\$216,113
Actual:	\$728,047	\$216,113

FINANCIAL IMPACT:

No City general funds are required. Grant funding is received from the U.S. Department of Housing and Urban Development (HUD).

STAFF CONTACT:

Marcie Whitaker, Housing Administrator

ATTACHMENTS:

- 1) City of Pensacola's Proposed FY2013-2014 Budgets for CDBG and HOME Programs
- 2) Escambia Consortium Consolidated Plan Summary

PRESENTATION:

No.

**CITY OF PENSACOLA
FY2013-2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

<u>HOUSING REHABILITATION:</u>	<u>FUNDING</u>
<u>Housing Rehabilitation Loan/Grant Programs</u>	\$453,659*

Funds to repair and/or rehabilitate owner-occupied houses (Housing Rehabilitation Program); to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities (Residential Handicap Accessibility Program); to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978 (LBP Hazard Reduction Activity); and to provide for administrative costs of these programs and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 8-10 owner occupied housing units. These programs are available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (City Wide)

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is \$130,000).

<u>Temporary Relocation</u>	\$ 20,000
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Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act. (City-wide)

<u>PUBLIC SERVICES:</u>	
<u>Council on Aging of West Florida, Inc. (COA)</u>	\$70,000

Funds will provide approximately 15,800 meals through the Congregate Meals and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Congregate Meals Program provides nutritional meals to eligible adult recipients at five congregate meal sites located within the City and also an element of socialization and recreation. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply. The City has funded COA for over two decades. (City-wide)

<u>Homebuyer and Foreclosure Prevention Education and Counseling</u>	\$33,200
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Pre-purchase homeownership counseling, education, guidance and support for lower income (below 80% of median income) City residents with a goal of owning their own home (Homebuyer's Club); foreclosure prevention guidance, education and assistance in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs to provide opportunities to review the individual's current situation and discuss options for assistance. (City Wide)

CODE ENFORCEMENT:

Code Enforcement

\$35,000

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area. (CDBG Target Area)

Westside Neighborhood Improvements - Removal of Slum and Blight/

Public Facilities Improvements/Park Improvements

\$30,000

Funds to provide for improvements in the Westside Neighborhood area which is generally defined by the corporate limit line on the north (Baptist Hospital), City limits on the west, Pine Street on the South, and "A" Street on the east. Improvements may include: removal of slum and blighted conditions, including actual or suspected environmental contamination issues, and support acquisition/remediation/demolition costs associated with vacant or abandoned properties; street paving including the installation of handicap curb cuts and related improvements; sidewalk construction/reconstruction and related improvements; new street lighting; and park improvements.

FY2013-2014 PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management

\$145,609

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

TOTAL FY2013-2014 CDBG PROPOSED BUDGET

\$ 787,468

Projected FY2013-2014 CDBG Grant Allocation

\$ 728,047

Carryover from Completed Projects

\$ 59,421

TOTAL FUNDS AVAILABLE

\$ 787,468

**CITY OF PENSACOLA
FY2013-2014 HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAM
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

FUNDING

**SUBSTANTIAL HOUSING:
REHABILITATION/RECONSTRUCTION**

\$193,097

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

HOME FIRST TIME HOMEBUYER PROGRAM

-0-

Provide assistance for eligible low/moderate income first time homebuyers solely for the purpose of ensuring affordability of home purchase within the City limits by assisting with down payment and closing costs. It is anticipated that carryover funds will assist approximately 12 families in twelve months.

Administration/Management (City)

\$23,016

Provide for the oversight, management, monitoring and coordination of financial and general administration of the City's HOME Reconstruction Program.

ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

REVISED FINAL DOCUMENT

(June 11, 2013)

(Reflecting HUD 2013 funding allocations provided on 5/29/13)

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2013/2014 Annual Housing and Community Development Plan for the period October 1, 2013 - September 30, 2014. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2013/2014 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2013 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

County Administrator's Office
Escambia County Courthouse
Fourth Floor
221 Palafox Place
Pensacola, Florida

Neighborhood Enterprise
Foundation, Inc. (NEFI)
3420 Barrancas Avenue
Pensacola, Florida

County Administrator's Office
Santa Rosa County Administrative Complex
6495 South Caroline Street
Milton, Florida

Pensacola Regional Library
Reference Desk/Second Floor
200 West Gregory Street
Pensacola, Florida

ESCAMBIA CONSORTIUM, FLORIDA ANNUAL ACTION PLAN SUMMARY (October 1, 2013 - September 30, 2014)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2013 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of **\$3,490,432** which is detailed as follows. (Congressional funding cuts to the 2013 CDBG, HOME and ESG Programs are projected in this Plan). The actual final allocations may vary to some degree from that cited below):

ESCAMBIA COUNTY
2013/2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

FUNDING:
\$500,500*

Housing Rehabilitation Program (General)

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 9 substandard homeowner occupied units, optional sanitary sewer connection assistance for lower income owners in targeted areas and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:

\$20,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$307,698

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs (Finance).

Escambia County Community Redevelopment Agency

\$10,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$ 18,000

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$200,000

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program

\$175,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$20,000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$90,000

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$45,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program

\$40,000

Prior year funds will continue to support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$80,305

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Community Health Clinic Redevelopment Project

\$125,000

Funds will partially support site development and construction of a new community-based health clinic on County-owned Brownfield property located on Pace Boulevard (Census Tract 4) to improve the delivery of health care services to lower income residents of the surrounding area. In addition to the 2013 funds identified above, up to \$400,000 in prior year CDBG funds will be expended in support of this project.

Redevelopment Area Neighborhood Renewal Incentive/Initiative

\$ 0

Until exhausted, prior year funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2013 ESCAMBIA COUNTY CDBG FUNDS (ACTUAL)

\$1,678,503

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**CITY OF PENSACOLA
FY2013-2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

HOUSING REHABILITATION:

FUNDING

Housing Rehabilitation Loan/Grant Programs

\$453,659*

Funds to repair and/or rehabilitate owner-occupied houses (Housing Rehabilitation Program); to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities (Residential Handicap Accessibility Program); to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978 (LBP Hazard Reduction Activity); and to provide for administrative costs of these programs and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 8-10 owner occupied housing units. These programs are available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (City Wide)

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola. (Estimated program income is \$130,000.)

Temporary Relocation

\$ 20,000

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act. (City-wide)

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. (COA)

\$70,000

Funds will provide approximately 15,800 meals through the Congregate Meals and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Congregate Meals Program provides nutritional meals to eligible adult recipients at five congregate meal sites located within the City and also an element of socialization and recreation. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply. The City has funded COA for over two decades. (City-wide)

Homebuyer and Foreclosure Prevention Education and Counseling

\$33,200

Pre-purchase homeownership counseling, education, guidance and support for lower income (below 80% of median income) City residents with a goal of owning their own home (Homebuyer's Club); foreclosure prevention guidance, education and assistance in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs to provide opportunities to review the individual's current situation and discuss options for assistance. (City Wide)

CODE ENFORCEMENT:

Code Enforcement

\$35,000

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area. (CDBG Target Area)

Westside Neighborhood Improvements - Removal of Slum and Blight/

Public Facilities Improvements/Park Improvements

\$30,000

Funds to provide for improvements in the Westside Neighborhood area which is generally defined by the corporate limit line on the north (Baptist Hospital), City limits on the west, Pine Street on the South, and "A" Street on the east. Improvements may include: removal of slum and blighted conditions, including actual or suspected environmental contamination issues, and support acquisition/remediation/demolition costs associated with vacant or abandoned properties; street paving including the installation of handicap curb cuts and related improvements; sidewalk construction/reconstruction and related improvements; new street lighting; and park improvements.

FY2013-2014 PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management

\$145,609

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

TOTAL FY2013-2014 CDBG PROPOSED BUDGET

\$ 787,468

Projected FY2013-2014 CDBG Grant Allocation

\$ 728,047

Carryover from Completed Projects

\$ 59,421

TOTAL CITY CDBG FUNDS (ACTUAL)

\$ 787,468

ESCAMBIA CONSORTIUM

2013-2014 HOME INVESTMENT PARTNERSHIPS ACT (HOME)

PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$386,077

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$193,097

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOME BUYER ASSISTANCE

\$141,528

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)

\$144,141

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable rental, special needs or homeless housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

ADMINISTRATION/MANAGEMENT (JOINT)

\$96,093

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2013 HOME Funds Available to the Consortium (Estimated)

\$ 960.936

(Local match provided through limited SHIP funds and carry forward match balance)

TOTAL 2013 HOME FUNDS (ACTUAL)

\$ 960.936
=====

2013-2014 EMERGENCY SOLUTIONS GRANT (ESG)

PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

Activity ESG 13 - Emergency Shelter/Operations

\$ 87,689

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

Activity ESG 13 - Rapid Re-Housing & Homeless Prevention

\$ 26,037

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

Administration

\$ 9,220

Administrative Cost (7.5%): \$3,074 to EscaRosa Coalition on the Homeless Project Management and \$6,146 to Escambia County Indirect Cost.

TOTAL 2013 ESG FUNDS (ACTUAL)

\$122,946
=====

THE ABOVE REVISED FINAL BUDGET AND PROJECT ALLOCATIONS (BASED ON THE MAY 2013 HUD FUNDING NOTICE) WERE DISTRIBUTED AND DISCUSSED DURING THE TWO PUBLIC HEARINGS

sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the draft 2013/2014 Annual Plan. The hearings were held at 2:00 P.M. (CST) on Tuesday, June 11, 2013, at the Pensacola Housing Office, Conference Room, 420 West Chase Street, Pensacola, Florida; and at 9:00 A.M. (CST) on Wednesday, June 12, 2013 at Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Highway, Milton, Florida. The final (revised) allocations were also included in the Draft 2013 Annual Plan as posted on the Escambia County and City of Pensacola websites.




COUNCIL MEMORANDUM

July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:504

SPONSOR: Ashton J. Hayward, III, Mayor 

SUBJECT: Award of Contract - Bid #13-014 – Bay Woods Gulley Stormwater Enhancement Project

MOTION:

That City Council award a contract for construction of the Bay Woods Gulley Stormwater Enhancement Project to J. Miller Construction, Inc., Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$146,375.00 plus a 10% contingency.

AGENDA: _____ Regular X Consent
 Hearing Required: Public _____ Quasi-Judicial _____ No Hearing Required X

SUMMARY:

This project coincides with the City Council Stormwater Goals and Strategies adopted in FY2000 and will consist of constructing a sedimentation chamber to augment an existing overflow drainage structure located within the Baywoods Gulley, immediately west of the existing culvert beneath Scenic Highway that discharges to Escambia Bay. This project will help capture and address sediment/pollutant transport issues associated with the gulley that is currently impacting CSX Railroad and Escambia Bay. It is consistent with current technology for stormwater Best Management Practices and is part of an ongoing program utilized throughout the City to improve water quality of area waterways.

PRIOR ACTION:

September 2012 – City Council approved the FY13 Stormwater Capital Improvement Program list that included the Bay Woods Gulley Stormwater Enhancement Project.

FUNDING:

Budget: \$428,236.00 (Stormwater Capital Fund)

Actual: \$146,375.00 (Const. Contract)
 \$ 14,600.00 (10% Contingency)
 \$ 13,200.00 (Eng. Project Management & Insp.)
 \$ 7,500.00 (Material Testing/Misc.)
 \$181,675.00 (TOTAL)

Council Memorandum

Award of Contract - Bid #13-014 - Bay Woods Gulley Stormwater Enhancement Project

July 18, 2013

Page #2

FINANCIAL IMPACT:

Funding is available in the amount \$413,900.00 within the FY 13 Stormwater Capital Projects Fund, specifically programmed for Bay Woods Gulley Stormwater Project (329-320305).

STAFF CONTACT:

Derrick Owens, P.E., Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Bid Tabulation
- 2) Vendor Reference List

PRESENTATION:

No.

TABULATION OF BIDS

BID NO: 13-014

TITLE: BAYWOODS GULLEY STORMWATER TREATMENT ENHANCEMENT

OPENING DATE: June 27, 2013	J. MILLER	W. D. ROGERS	ROADS, INC.	BROWN
OPENING TIME: 2:30 P.M.	CONSTRUCTION,	MECHANICAL	OF NWF	CONSTRUCTION
	INC.	CONTRACTORS, INC.		OF NW FL, INC.
DEPARTMENT: Engineering	Pensacola, FL	Pensacola, FL	Cantonment, FL	Pensacola, FL

Base Bid	\$146,375.00	\$150,420.54	\$187,709.30	\$199,772.81
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SBE Goal: 5%				
SBE Participation	100%	0%	0%	0%

Attended Prebid	Yes	Yes	Yes	Yes
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Opening Date: 06/27/13

Bid No.: 13-014

FINAL VENDOR REFERENCE LIST
BAYWOODS GULLEY STORMWATER TREATMENT ENHANCEMENT
Engineering

Vendor	Name	Address	City	St	Zip Code	SBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
038705	APAC-SOUTHEAST GULF COAST DIVISION	P O BOX 198661	ATLANTA	GA	30384-8661	N
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	Y
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	Y
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
037948	CHADBOURNE CONSTRUCTION LLC	192 HEWITT STREET	PENSACOLA	FL	32502	N
058302	CONTECH	182 MONTGOMERY STREET	SANTA ROSA BEACH	FL	32455	N
031027	DYER RIDDLE MILLS & PRECOURT INC	P O BOX 850001	ORLANDO	FL	32885-0210	N
056611	EVANS & COMPANY INC	7930 ZEIGLER ROAD	MOBILE	AL	36608	N
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	N
022305	F W DODGE	201 SOUTH F STREET	PENSACOLA	FL	32501	N
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534-9308	N
050495	GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053882	GFD CONSTRUCTION INC	8777 ASHLAND AVE	PENSACOLA	FL	32514	N
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501-3370	Y
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
049715	HOLLAND PUMP CO	2610 SIDNEY LANIER DR	BRUNSWICK	GA	31525	N
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	Y
053163	J2 ENGINEERING INC	6921 PISTOL RANGE ROAD	TAMPA	FL	33635-9613	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
058801	M & H CONSTRUCTION SERVICES INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	Y
054370	MANAGING MILESTONES INC	953 MARTIN LUTHER KING JR DR	ATLANTA	GA	30314	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
059552	NOVA ENGINEERING & ENVIRONMENTAL LLC	3640 KENNESAW N INDSTR L PKWY E	KENNESAW	GA	30144	N
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534-9432	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
022304	PENSACOLA AREA CHAMBER OF COMMERCE	P O BOX 550	PENSACOLA	FL	32593	N

Opening Date: 06/27/13

Bid No.: 13-014

**FINAL VENDOR REFERENCE LIST
BAYWOODS GULLEY STORMWATER TREATMENT ENHANCEMENT
Engineering**

Vendor	Name	Address	City	St	Zip Code	SBE
000225	PENSACOLA NEWS JOURNAL	P O BOX 13712	PENSACOLA	FL	32574-3712	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
021834	RANDALL CHAVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
048821	STARFISH INC	114 BLACKSHER ST	BREWTON	AL	36426	N
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505-4054	Y
037833	THE PENSACOLA VOICE	213 E YONGE ST	PENSACOLA	FL	32503	Y
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKE DBA V A WALKE GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	N
030096	W D ROGERS MECHANICAL CONTRACTORS INC	3018 NORTH DAVIS HWY	PENSACOLA	FL	32503	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
004751	W R JOHNSON INC	PO BOX 2250	PENSACOLA	FL	32513-2250	Y
061236	W R MITCHELL CONTRACTOR INC	704 SHELTON BEACH ROAD	EIGHT MILE	AL	36613	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534-3547	Y

Vendors: 58




COUNCIL MEMORANDUM

July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:505

SPONSOR: Ashton J. Hayward, III, Mayor 

SUBJECT: Award of Contract - Bid #13-012 - FY 2013 Street Rehabilitation Project

MOTION:

That City Council award a contract for FY 2013 Street Rehabilitation Project to APAC Mid-South Inc. of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$1,556,392.50. Further, that City Council approve the supplemental budget resolution appropriating \$65,000.00 for the contribution from Emerald Coast Utility Authority (ECUA) as well as the transfer of \$50,000.00 from the FY 2012 Street Reconstruction funds to provide funding for this project.

AGENDA: Regular X Consent
 Hearing Required: Public Quasi: No Public Hearing: X

SUMMARY:

In September 2012, City Council approved the FY 13 budget document which included 350 blocks of standard street rehabilitation under the proposed Transportation Capital Improvement Budget. The FY 13 streets rehabilitation listing was developed based upon those streets in greatest need of reconditioning. The most dilapidated streets were listed first and the annual budget for the project is \$1,400,000.00. Three (3) proposals were received on July 8, 2013. The results are indicated in the attached bid tabulation. In accordance with the bid terms for this particular bid, the contract was to be awarded according to the base bid amount. The base bid from APC Mid-South, Inc. of Pensacola, FL of \$1,556,392.50 was determined to be the lowest and most responsible.

Subject project was bid based on unit quantities, therefore, the proposed street rehabilitation listing was reviewed to determine how many blocks of paving would have to be deleted and deferred so as to attempt to keep the project within funding limitations. Staff review of the project listing and associated quantities indicated that 47 blocks or 13% of the proposed FY 13 Street Rehabilitation Project would have to be deferred to a future year so as to potentially remain under budget. In addition, staff contacted ECUA with regard to funding assistance as it relates to the adjustment of sanitary manholes within the roadways being repaved. ECUA has agreed to cover the adjustment of approximately 187 manholes which will decrease the funding shortfall by \$65,000. Those roadway segments deleted (deferred) from the FY 13 project will be given the highest priority on the FY 14 project listing.

The City also included the construction of handicap ramps adjacent to roadways which are proposed to be rehabilitated if existing sidewalks are present. The additional cost to incorporate the 130 handicap ramps and necessary sidewalk adjustments is \$74,925.00 and will remain as part of the project.

Council Memorandum
Award of Contract - Bid #13-012 - FY 13 Street Rehabilitation Project
July 18, 2013
Page #2

PRIOR ACTION:

This project was funded as part of the Five-Year Transportation Capital Improvement Program.

FUNDING:

Budget: \$ 900,000.00 (FY 13 LOGT)
 \$ 550,000.00 (FY 13 LOST – PFP)
 \$ 50,000.00 (FY 12 Street Reconstruction- Proposed Transfer)
 \$ 65,000.00 (ECUA manhole reimbursement)
 \$1,565,000.00 (Total)

Actual: \$1, 556,392.50

FINANCIAL IMPACT:

Funding for street pavement maintenance is available under two accounts: Fiscal Year 2013 Local Option Gas Tax (LOGT) budgeted in the amount of \$900,000.00 and Fiscal Year 13 Penny for Progress in the amount of \$550,000.00, for a total available amount of \$1,450,000.00. Approval of the Supplemental Budget resolution will provide additional funding in the amount of \$65,000.00 will come from ECUA as well as a transfer of FY 12 Street Reconstruction funds in the amount of \$50,000.00. Available contingency is minimal and Public Works will coordinate very closely with the contractor to ensure the project stays within funding limits.

STAFF CONTACT:

Derrick Owens, P.E., Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Bid Tabulation
- 2) Vendor Reference List
- 3) FY 2013 Resurfacing List
- 4) Supplemental Budget Resolution
- 5) Supplemental Budget Explanation

PRESENTATION:

No.

TABULATION OF BIDS

BID NO: 13-012
 TITLE: FY 2013 STREET REHABILITATION PROJECT

OPENING DATE: July 8, 2013	APAC	PANHANDLE	ROADS, INC.
OPENING TIME: 2:30 P.M.	MID-SOUTH, INC.	GRADING & PAVING, INC.	OF NWF
DEPARTMENT: Public Works & Facilities	Pensacola, FL	Pensacola, FL	Cantonment, FL
BRIEF DESCRIPTION			

Base Bid	\$1,556,392.50	\$1,600,964.10	\$1,674,994.00
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SBE Goal: 10%			
SBE Participation	5.9%	0%	0%

Attended Prebid	Yes	Yes	Yes
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**FINAL VENDOR REFERENCE LIST
FY 2013 STREET REHABILITATION
PUBLIC WORKS & FACILITIES**

Vendor	Name	Address	City	St	Zip Code	SBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
053487	APAC-MIDSOUTH GULF COAST DIVISION	4375 MCCOY DRIVE	PENSACOLA	FL	32503	N
042087	ARCHER WESTERN CONTRACTORS LTD	1905 E OLIVE RD	PENSACOLA	FL	32514	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	Y
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
037948	CHADBOURNE CONSTRUCTION LLC	192 HEWITT STREET	PENSACOLA	FL	32502	N
042045	CHIVERS CONSTRUCTION INC	211 W DETROIT BLVD	PENSACOLA	FL	32534	N
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	Y
036146	CRONIN CONSTRUCTION INC	913 GULF BREEZE PARKWAY STE 12	GULF BREEZE	FL	32561	N
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	Y
022305	F W DODGE	201 SOUTH F STREET	PENSACOLA	FL	32501	Y
050495	GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
017352	GULF COAST TRAFFIC ENGINEERS INC	P O BOX 10625	PENSACOLA	FL	32524	Y
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	N
042399	J B COXWELL CONTRACTING INC	9318 N DAVIS HWY	PENSACOLA	FL	32514	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32501	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534-9432	N
022304	PENSACOLA AREA CHAMBER OF COMMERCE	P O BOX 550	PENSACOLA	FL	32593	Y
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
000226	PENSACOLA NEWS JOURNAL	P O BOX 13712	PENSACOLA	FL	32574-3712	Y
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	Y
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	Y
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
002839	TERHAAR & CRONLEY GENERAL CONTRACTOR INC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501-4321	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505-4054	N
037833	THE PENSACOLA VOICE	213 E YONGE ST	PENSACOLA	FL	32503	Y
053924	THOMPSON CONTRACTOR RESOURCES INC	198 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKER DBA V A WALKER GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	Y
004751	W R JOHNSON INC	PO BOX 2250	PENSACOLA	FL	32513-2250	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534-3547	N

Vendors: 45

FY 13 Street Resurfacing List

5/20/2013

STREET	FROM	TO	# BLKS			
Overland Dr	Hilltop Rd	Cherry Laurel Dr	4.00			
Summer Dr	San Gabriel Dr	Forest Glen Dr	5.00			
Hibiscus Rd	Langley Ave	Cherry Laurel Dr	3.50			
Homewood Rd	Langley Ave	Cherry Laurel Dr	3.50			
Primrose Dr	Langley Ave	Limestone Dr	3.00			
Caswell Dr	Schwab Dr	Dead End	1.00			
Crawford Dr	Limestone Dr	Keystone Rd	3.50			
Flintwood Cir	Sotogrande Dr	Sotogrande Dr	4.00			
Flintwood Rd	Hibiscus Rd	Flintwood Cir	2.00			
Limestone Dr	Langley Ave	Lynn Ora Dr	3.00			
Obregon Dr	Limestone Dr	Reynosa Dr	2.50			
Reynosa Dr	Limestone Dr	Cherry Laurel Dr	7.00			
Rosebud Ct	Limestone Dr	Dead End	2.00			
Space Cir	Schwab Dr	Dead End	1.00			
Omie Cir	San Monica Rd	San Monica Rd	2.00			
		TOTAL	47.00			
STREET	FROM	TO	# BLKS			
Norton Dr	12th Ave	Dead End	1.00			
Peperidge Dr	Palisade Rd	College Pkwy	2.50			
Windtrace Ct	John Carroll Dr	Dead End	1.50			
Ochuse Dr	Stow Ave	Dunford Pl	1.00			
Biscayne Ct	Drexel Rd	Dead End	1.00			
Gamarra Rd	34th Ave	Dead End	3.00			
Joy St	Burgess Rd	City Limits	1.00			
Dunford Pl	Menendez Rd	Dead End	2.00			
Evergreen Rd	Brent Ln	Valley Dr	3.50			
Mona Ln	Burgess Rd	Dead End	1.50			
Palisade Cir	Palisade Rd	Dead End	1.00			
Stow Ave	12th Ave	Menendez Dr	3.00			
Woodmere Dr	Evergreen Rd	Valley Dr	2.50			
		TOTAL	24.50			
STREET	FROM	TO	# BLKS			
Semoran Dr	2655 Semoran Dr	Aegean Ter	6.00			
Semoran Pl	Semoran Dr	Belle Christiane Cr	1.00			
Argenta Way	Silverleaf Dr	Dead End	2.00			
Nagel Dr	Tyler Ave	Dead End	1.00			
Rommitch Ln	Tompkins St	Shannon Cir	2.00			
Tyler Ave	Connell Dr	Dead End	3.00			
Whitney Dr	Tyler Ave	Firestone Blvd	3.00			
Logan Dr	Scenic Hwy	3160 Logan Dr	5.50			
Thomas Ct	Logan Dr	Bayview Way	1.50			
Coppertree Ln	Silvertree Ln	Goldenwood Way	3.00			
Goldenwood Rd	Coppertree Ln	Montessori Dr	0.50			
		TOTAL	28.50			

STREET	FROM	TO	# BLKS
Alpha Pl	Connell Dr	Dead End	1.00
Beacon Rd	Hallmark Dr	Morningside Dr	1.50
Connell Dr	Baisden Rd	Hallmark Dr	5.50
Drake Rd	Bayou Blvd	Piedmont Rd	1.50
Hallmark Dr	Piedmont Rd	Morningside Dr	6.00
Hallmark Dr	Baisden Rd	Westfield Rd	4.00
McClellan Rd	Connell Dr	Baisden Rd	1.50
Nagel Dr	Maule Rd	Firestone Blvd	2.00
Semur Rd	Hallmark Dr	Piedmont Rd	3.50
Tronjo Rd	McClellan Rd	Semur Rd	4.50
Tronjo Ter	Tronjo Rd	Dead End	1.00
Hyde Park Rd (W/B)	Scenic Hwy	Bayou Blvd	7.50
Hyde Park Rd (E/B)	Foulis Dr	950' E of Foulis Dr	3.00
Baisden Rd	Hallmark Dr	Dead End	3.00
E Gonzalez St	Bayou Blvd	Dead End	1.00
Maule Rd	Hallmark Dr	Connell Dr	6.00
Tambridge Cir	Baisden Rd	Dead End	2.00
		TOTAL	54.50

STREET	FROM	TO	# BLKS
Hayes St	13th Ave	17th Ave	5.50
Wynnhurst St	9th Ave	Davis Hwy	11.00
Scott St	9th Ave	MLK Dr	4.00
Escalona Ave	E Texar Dr	9th Ave	4.50
15th Ave	E Moreno St	E Hernandez St	4.00
8th Ave	Hart Dr	Dead End	4.00
E Mallory St	17th Ave	14th Ave	4.00
		TOTAL	37.00

STREET	FROM	TO	# BKLS
E Strong St	N Palafox St	Tarragona St	2.50
N Reus St	W Cervantes St	W Belmont St	4.00
W Wright St	N Palafox St	N Barcelona St	6.00
W Wright St	A St	F St	5.00
E Wright St	N Palafox St	Tarragona St	5.00
W Gregory St	N Palafox St	N Spring St	5.00
W Gregory St	N Barcelona St	A St	5.50
S Baylen St	W Government St	S Romana St	5.00
Intersection	9th Ave	E Romana St	1.00
12th Ave	E Chase St	Bayfront Pkwy	1.50
E Salamanca St	10th Ave	12th Ave	5.00
N 11th Ave	E Cervantes St	E Lee St	6.00
N Palafox St	Cervantes St	Gasdsden St	2.50
E Belmont St	9th Ave	12th Ave	4.00
11th Ave	E Belmont St	E Gadsden St	3.00
Hernandez St	9th Ave	6th Ave	2.50
E Avery St	6th Ave	Hayne St	3.00
		TOTAL	66.50

**RESOLUTION
NO. -**

**A RESOLUTION
TO BE ENTITLED:**

**A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2013; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

A. LOCAL OPTION GASOLINE FUND

As Reads:	103-543-366061	ECUA Contribution	65,000
Amended			
To Read:	103-543-366061	ECUA Contribution	130,000
As Reads:	103-049135-9669	Construction Work In Progress - FY 12 Street Reconstr.	493,984
Amended			
To Read:	103-049135-9669	Construction Work In Progress - FY 12 Street Reconstr.	443,984
As Reads:	103-049137-9669	Construction Work In Progress - FY 13 Street Rehab.	900,000
Amended			
To Read:	103-049137-9669	Construction Work In Progress - FY 13 Street Rehab.	1,065,000

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

Legal in form and valid as drawn:

City Attorney

THE CITY OF PENSACOLA
 JULY 2013 - SUPPLEMENTAL BUDGET RESOLUTION - STREET REHAB

FUND	ACCOUNT NUMBER	AMOUNT	DESCRIPTION
LOCAL OPTION GASOLINE TAX FUND	103		
Estimated Revenues			
ECUA Contribution	103-543-366061	65,000	Increase estimated revenue from ECUA Contribution (FY 2013 Street Rehab)
Total Revenues		<u>65,000</u>	
Appropriations			
FY 2012 Street Reconstruction	049135-9669	(50,000)	Decrease appropriation for FY 2012 Street Reconstruction Increase appropriation for FY 2013 Street Rehabilitation
FY 2013 Street Rehabilitation	049137-9669	<u>115,000</u>	
Total Appropriations		<u>65,000</u>	




COUNCIL MEMORANDUM

July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:506

SPONSOR:

Ashton J. Hayward, III, Mayor 

SUBJECT:

Gaberonne Swamp Stormwater Enhancement Project at Scenic Heights Discharge – Engineering Services Authorization #2013-3

MOTION:

That City Council approve Service Authorization (SA) No. 2013-3 with Atkins, N.A. in the amount of \$78,095 for Engineering Services in the preparation of construction documents to retrofit the existing stormwater management pond (Scenic Heights -Langley Pond) at the intersection of Langley Avenue and Scenic Highway to increase pollutant removal efficiencies and help restore the natural hydrology to the northern portion of Gaberonne Swamp. Furthermore, that City Council approve the transfer of funds from the Stormwater Vaults City-wide capital account for this project.

AGENDA:

 Regular X Consent
 Hearing Required: Public Quasi-Judicial No Hearing Required

SUMMARY:

In August 2006, City Council authorized the preparation of a grant application under the Florida Forever Competitive Grant and Section 319 Grant Programs for the Gaberonne Swamp Stormwater Enhancement Project. In September 2007, the grant application was prepared by the Engineering consultant and submitted to the Northwest Florida Water Management District (NFWFMD) and the Florida Department of Environmental Protection (FDEP) for evaluation and consideration. The City has recently been notified by FDEP that a grant award in the amount of \$200,000 is currently pending final approval by the U. S. Environmental Protection Agency (EPA) to be utilized as part of this project and is tentatively scheduled to become available September 2013. The project proposes to mitigate stormwater discharges from Spanish Trail (434 acres) and from Gaberonne Subdivision (75 acres) by constructing ponds and installing underground treatment devices prior to discharging into Gaberonne Swamp and will be designed and constructed in three distinct phases or projects. The NFWFMD through several programs has identified the preservation of bottomland hardwood habitats, which includes the Gaberonne Swamp, as an essential element with regard to the long term health of the Pensacola Bay System. This SA will represent first of three planned projects, which have approved budgeting through FY 2017. This proposed SA (no. 3) with Atkins, N. A. would design and prepare document to retrofit the existing stormwater management pond for subject project.

Council Memorandum

Gaberonne Swamp Stormwater Enhancement Project at Scenic Heights Discharge –

Engineering Services Authorization #2013-3

July 18, 2013

Page #2

PRIOR ACTION:

24 AUG 2006 – Award of Professional Engineering Design Services to Baskerville Donovan Inc. (BDI) for the conceptual design and preparation of a grant application under the Florida Forever Competitive Grant Program for the Gaberonne Swamp Stormwater Enhancement Project.

23 AUG 2007 – City Council authorized City Manager to execute all necessary documents to purchase property located at the 4600 block of Langley Avenue.

FUNDING:

Budgeted: \$85,000.00 (Transfer from Stormwater Vaults City-Wide)

Actual: \$78,095.00

FINANCIAL IMPACT:

Funds in the amount of \$205,649.00 are currently available from the FY 13 Stormwater Capital Improvement Fund, Stormwater Vaults City Wide and \$85,000.00 is being requested for transfer into this project. Funds in the amount of \$557,400.00 (FY 14), \$600,000.00 (FY15), \$500,000.00 (FY16) and \$500,000.00 (FY17) have also been previously budgeted/approved for the Gaberonne Swamp –Scenic Heights Discharge project.

STAFF CONTACT:

L. Derrick Owens, P. E., Director of Public Works and Facilities/City Engineer

Richard Barker, Chief Financial Officer

ATTACHMENTS:

- 1) Service Authorization #2013-3
- 2) Scope of Services

PRESENTATION:

No.

CONSULTING SERVICE AUTHORIZATION (CSA)

Date of this CSA: _____ Service Authorization Number: 2013-3

Project (Location): Langley Pond Retrofit

This Service Authorization, when executed, shall be incorporated in and shall become an integral part of the original Agreement for Consulting Services dated 5/12/2009 between the City of Pensacola (CP) and Atkins (CONSULTANT).

I. Project Description:

Atkins shall design and prepare construction documents to retrofit the existing stormwater management pond at the intersection of Langley Avenue and Scenic Highway to increase pollutant removal efficiencies and restore the natural hydrology to the northern portion of Gaberonne Swamp.

II. Scope of Services:

The scope of services is as described in Attachment A.

III. Items to be furnished by CP at no expense to the CONSULTANT:

All permit application and governmental inspection fees.

Additionally, CP shall provide data prepared or services required of others as necessary, materials and equipment, appropriate professional interpretations of all the foregoing, all of which the CONSULTANT will rely upon in performing services. It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by CONSULTANT without independent verification of the same, unless CONSULTANT has reason to believe that verification is prudent.

IV. Time of Performance

The Scope of Services will be completed within 365 days after receipt of Notice to Proceed, except for delays beyond the reasonable control of the CONSULTANT. The above noted items of performance are not, however, a warranty or guarantee that the noted services will be completed within such period.

V. Fees to be paid

For the Scope of Services as described, the CONSULTANT shall be paid \$78,095.00 for professional services, plus estimated reimbursable expenses of \$0 according to the Fcc Proposal contained in the attached proposal letter first referenced above.

VI. Conditions

The prevailing party in any action, claim or proceeding arising out of this contract shall be entitled to attorney's fees and costs from the losing party. The law of the State of Florida shall be the law applied in the resolution of any action, claim, or other proceeding arising out of this

contract. Venue for any claim, action or proceeding arising of this contract shall be Escambia County, Florida.

Project Total: **\$78,095.00**

SIGNATURES

CITY OF PENSACOLA, a municipal corporation

ATKINS NORTH AMERICA, INC.

By: _____
William Reynolds, City Administrator

By: _____
Jeff C. Helms PE, Vice President

Attest:

Ericka Burnett, City Clerk

Corporate Secretary

Approved as to content:

(Printed/fyped Name)

L. Derrick Owens, PE, Director of Public Works/
City Engineer

(CORPORATE SEAL)

Legal in form and valid as drawn:

City Attorney

Date

Attachment A

Gaberonne Swamp - Pensacola Bay Watershed Stormwater Improvements
Langley Pond Retrofit
City of Pensacola, Florida
April 19, 2013

Scope of Services

The following is a Scope of Services, which defines those tasks necessary to complete the Langley Pond Retrofit project for the City of Pensacola. Herein after all references to the City will mean the City of Pensacola and all references to the Consultant will mean Atkins. The fee negotiated for this project includes all incidental expenses such as cost of plan reproduction and mileage to field reviews and meetings, etc.

Atkins shall design and prepare construction documents to retrofit the existing stormwater management pond at the intersection of Langley Avenue and Scenic Highway to increase pollutant removal efficiencies and restore the natural hydrology to the northern portion of Gaberonne Swamp. This phase will include the following stormwater improvement features:

1. Relocate storm conveyance from Langley Avenue and inflow location to increase detention time and improve water quality.
2. Coordinate with ECUA to relocate the existing lift station (LS #25) and associated force main out of Gaberonne Swamp to a new location on Langley Avenue.
3. The removal of the utility access road to restore the existing wetland hydrology.
4. Modify existing control structure and create a new pond outfall to discharge the treated runoff south to Gaberonne Swamp creating a treatment train effect for additional pollutant removal.

To accomplish the objectives outlined above in a manner that meets the local and state requirements, the following scope items have been identified.

1.0 SURVEYING

Establish Horizontal and Vertical Control on State Plan coordinates and NAVD 88 vertical datum. The surveyor will locate all topographic features within the project area. Additionally, utility locates will be called in and locations surveyed. The surveyor will also pickup SUE locations from CarndoTBE Tampa, existing pond structures and conveyance, portions of Langley Avenue, the northern boundary of Gaberonne Swamp, standing water elevation in the swamp, and existing property lines. All protected trees and above ground appurtenances will be surveyed. Wetland flagging and geotechnical boring locations will be located within the project limits. Pittman Glaze and Associates, Inc. will be conducting the survey as our subconsultant.

2.0 GEOTECHNICAL

Soil borings analysis will be performed at stormwater pond and along the proposed conveyance pipe. The geotechnical investigation shall determine the seasonal high water elevation, general material properties and corrosivity. The geotechnical services will be provided by our subconsultant **Professional Service Industries (PSI)**.

3.0 SUBSURFACE UTILITY ENGINEERING

CarndoTBE shall perform limited Subsurface Utility Engineering (SUE) services. The investigations will include vertically and horizontally locating the utilities along Langley Avenue. These utility locates will be surveyed to obtain an accurate position and depth in order to determine if construction activities will impact the utilities and require relocation.

4.0 ENVIRONMENTAL

Atkins proposes to provide City of Pensacola with professional services to perform a wetland jurisdictional determination and acquire Environmental Resource Permits (ERP) through the U.S. Army Corps of Engineers (USACE), and the Florida Department of Environmental Protection (FDEP) for the proposed Langley Pond retrofit project within and adjacent to Gaberonne Swamp, located in Sections 13 and 15, Township 1S, Range 29 W, Pensacola, Escambia County, Florida. The project limits include wetlands adjacent to the force main utility road and the Langley Avenue stormwater pond control/outfall areas.

Jurisdictional Wetland Delineation

- Atkins will conduct USACE/FDEP wetland jurisdictional determinations to delineate the limits of existing wetlands within the proposed project limits, based on project limit information provided by the Atkins project manager identifying the specific project area. Conduct onsite USACE/FDEP wetland jurisdictional determinations relative to the proposed stormwater improvements within and adjacent to the Langley pond outfall areas and the force main access road.
- Atkins shall set flags at the location of the USACE/FDEP jurisdictional wetland boundaries as determined by biological and physical wetland indicators (hydrophytic vegetation, hydric soils and hydrology). All flags will be labeled and their position recorded with a Trimble Pro XR Global Positioning System (GPS), a sub-meter accuracy instrument.
- Atkins will perform up to two (2) site visits with agency personnel to review the additional wetland delineation boundaries, specifically along the Langley pond outfall and along the force main road.

Environmental Permitting

- Atkins will prepare and submit the Joint Notification Permit Application and supporting documentation to the appropriate agencies on behalf of the client. The permit application will include permit drawings, as required by the agencies. Permit drawings will be provided and signed and sealed by the project engineer from Atkins, as required. Digital design files will be provided in real space, State Plane, NAD83, and U.S. survey feet. The client will be responsible for all permit fees. Atkins will prepare and submit a Joint Environmental Resource Permit Application for the U.S. Army Corps of Engineers (USACE) Section 404 Permitting and Florida Department of Environmental Protection (FDEP) Environmental Resource Permitting for the project.
- Atkins will coordinate up to two (2) responses to RAI or position letters from USACE and FDEP in letter format (up to 2 responses total). Atkins will address RAI questions related to natural resource and environmental concerns, and will coordinate with the project engineer who will be responsible for addressing any questions related to project engineering, design, stormwater, and utilities (including engineering calculations and drawings). Atkins will combine and integrate responses from all parties for final submission to the agencies, as approved by the client. If the agency's request or require information or analyses not covered in this section or elsewhere in this proposed scope, additional services may be required.

General Assumptions

This proposed scope and budget addresses dredge and fill permitting for the Langley Pond Retrofit Project. In addition, this scope and budget assumes the project area is limited to the three (3) proposed improvement sites and that direct wetland impacts will be processed by USACE and FDEP. This scope addresses and is limited to three project area sites which include:

- wetlands adjacent to the force main utility road,
- wetlands adjacent to the Langley Avenue control structures and associated outfalls

This scope also assumes the Langley Pond Retrofit Project will not undergo major revisions following the initiation of the ERP Permit Application development process and the application submittal. The project limit for this scope is assumed to include wetlands within Gaberonne Swamp proper only. Additional areas, if required, may be added to the permitting scope at a later time. These items can be added as additional services if required.

5.0 ENGINEERING DESIGN/ANALYSIS

Atkins shall design and prepare construction documents for the stormwater improvements to Langley Pond and Gaberonne Swamp. The stormwater improvements will consist of modifying the existing inflow and discharge pipe systems for Langley Pond to increase detention time in the pond to increase water quality and discharge runoff from common events through Gaberonne Swamp for additional treatment by nutrient uptake in the existing vegetation. Atkins will report all findings associated with the proposed design to the City. Atkins will provide a Stormwater Pollution Prevention Plan (SWPPP) to be utilized as part of the Notice of Intent (NOI) permit as

required. To accomplish the objectives outlined above in a manner that meets the City's requirements, the following scope items have been identified.

Drainage Design

- **Atkins** will re-design the storm conveyance inflow to the existing pond, modify the existing control structure as needed, and creation of a new outfall location to discharge runoff to Gaberonne Swamp
- **Atkins** will investigate the drainage basin discharging into Langley Pond and evaluate the existing pond outfall in order to determine the existing stormwater stages at Scenic Highway for the 25, 50, and 100 year storm events. **Atkins** will design the proposed outfall structure to allow for discharge of the treatment volume through Gaberonne Swamp. **Atkins** engineers will analyze the proposed stages and rates to make sure that the roadway and outfall will continue to maintain functional ability with no adverse affects from the proposed drainage improvements.
- Restore wetland hydrology by removal of the existing utility access road, and coordinate with ECUA regarding the relocation of the existing sanitary sewer lift station and associated force main.
- **Atkins** staff will perform field reviews to evaluate the existing survey, existing drainage basin, drainage structures, ponds, and outfalls.
- A drainage report will be prepared detailing the drainage basin, drainage calculations, and erosion control calculations for the existing and proposed conditions.

Stormwater Permitting

The existing pond at the intersection of Langley Avenue and Scenic Highway was initially permitted by Florida Department of Environmental Protection (FDEP) under Rule 17-25.03(2) b, F.A.C. in 1983 for the development of Ironwood and Bohemia subdivisions. The pond will be modified in accordance with the FDEP 319(h) application, which has approved for fiscal year 2013, to increase water quality. The improvements will be permitted as a retrofit project through FDEP in accordance with Section 2.10 of the Environmental Resource Permit Applicant's Handbook, Volume II, which governs the retrofits of existing surface water management systems that do not serve development or redevelopment.

- **Atkins** will attend a pre-application meeting with FDEP staff to discuss the proposed project design and to confirm Environmental Resource Permit (ERP) stormwater requirements.
- **Atkins** will prepare stormwater application and obtain an approved ERP Stormwater Permit from FDEP.

- Responses to all stormwater permitting comments issued by Requests of Additional Information (RAI) during the permitting process will be resubmitted to FDEP for approval.

Utility Coordination

- **Atkins** will review existing utilities within the project limits and determine if there are any potential impacts. Coordinate with utility agencies based on impacts, concerns, or potential construction conflicts. Conduct two (2) utility design meetings and up to two (2) field review meetings.
- Prepare potential conflict matrix and distribute sets of plans to the utilities to confirm required disposition of each facility. Coordinate the required utility activities during construction and project closeout.
- Coordinate with ECUA to relocate the existing lift station (LS #25) and associated force main out of Gaberonne Swamp to a new location on Langley Avenue.

6.0 CONSTRUCTION DOCUMENTS AND SPECIFICATIONS

Atkins will prepare three sets of signed and sealed 22" x 34" construction plans for the project. The plans shall include a key sheet, general notes (including Erosion Control details), Demolition Plan sheet, site plan sheet, grading and drainage sheet, signing and pavement markings, and miscellaneous detail sheets.

The construction plans shall be submitted in two phases (60% and Final). **Atkins** will prepare and submit a detailed cost estimate at the 60% and Final submittals. Plan review meetings shall be held with the City following each submittal. Technical specifications shall be prepared, where applicable, to define the requirements of the plans and notes.

- **Atkins** will prepare three (3) sets of plans and documentation for each submittal phase and one (1) set of signed and sealed 22"x34" construction plans for the final submittal. The plans shall include a key sheet, general notes, layout and site plan sheets, grading and drainage plan sheets, drainage details, quantities, traffic control, SWPPP, cross sections, and any other sheets associated with the construction plans.
- The details will include the pond outfalls, access road details, and other miscellaneous construction details.
- Design the traffic control plans for work along Langley Avenue near the intersection of Scenic Highway. In order to minimize wetland impacts during construction of the control weir. The traffic control will be design based on the City, FOOT, and MUTCD criteria.
- Prepare construction plans for the removal and re-grading of the existing utility access road. Wetland delineation will be required adjacent the access road. The relocation and design of any utility located within the access road will be performed by others.

- A Design Documentation Report will document the design criteria, recommendations, calculations, and decisions utilized for the project and will be updated and submitted with each phase submittal.

Up to three (3) construction document review meetings shall be held with the City. The first meeting shall be after the pre-application meeting with FDEP and the second meeting shall be after the review of 60% plans and cost estimate. The final meeting will be held after the 100% plans and cost estimates are developed.

7.0 BIDDING

Atkins will coordinate with the City regarding provisions of the contract documents for bid purposes, and coordinate with purchasing to assure that the contract front end documents are the latest and complete. Atkins will attend the pre-solicitation meeting during this phase. A meeting duration of two (2) hours has been anticipated in the proposal. Additionally, Atkins will respond to contractor-initiated requests for information during the bidding phase. These requests and responses will be coordinated through the City Engineering Department. This task also includes bid reviews and recommendation of award. Atkins will provide the tabulation sheet for the bid reviews.

8.0 POST DESIGN

1. RFI/Change Orders - During construction, Atkins shall provide assistance with responses to contractor requests for information (RFI) and the review of change order requests. These requests and responses will be coordinated through the City's Engineering Department. The City's Project Manager will coordinate change orders.
2. Shop Drawing Review - Atkins shall review and approve shop drawings for conformance with design concepts and information provided in technical specifications.

ADDITIONAL SERVICES

Additional Services must be authorized by City in writing, in which event Atkins shall perform such services in connection with the Project. Any Additional Services shall be set forth in an amendment to this Agreement, which shall be executed by both parties and which shall be governed by the terms of this Agreement. Services authorized by City other than those specifically listed above shall be considered additional services. Additional services may include but are not necessarily limited to the following items:

- A. Providing services to investigate existing conditions or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by City, other than as is specifically provided for under this scope of services.

- B. Preparing documents for out-of-sequence services requested by City.
- C. Making revisions in drawings, specifications, or other documents, when such revisions are inconsistent with written approvals or instructions previously given, and are due to circumstances beyond the control of **Atkins**.
- D. Providing services of professional consultants other than as is specifically provided for under this scope of services.
- E. Preparing supporting data and other services in connection with agency approvals if extensive studies and/or analysis are required beyond that which is incidental to, and/or described within, this scope of services.
- F. Any changes or modifications required due to changes in the program or project boundaries directed by City.
- G. Any changes or modifications required due to changes in the program or project boundaries directed by FDEP such as requirement of the analysis and reconstruction of the pond to meet current ERP regulations.
- H. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.
- I. Providing assistance, or preparation of additional documentation, required for legal transactions, including sale of property or preparation of lease agreements.
- J. Provide the Bacteria Decision-Support Tool which would provide the City with a consistent methodology for evaluating and effectively reporting pre- and post-construction levels of Fecal Coliform (FC) contamination (and associated health risks) associated with the proposed projects. This would include:
- The evaluation of the existing data for Gaberonne Swamp and Pensacola Bay in this area.
 - Provide pre and post construction water sampling.
 - Evaluate the rain data in relation to FC levels at the 1, 2, 4, 7 and 14-days before sampling
 - A contaminant source survey (CSS) that could include an assessment based on water quality data, preliminary field reconnaissance, current GIS infrastructure and land-use data, and microbial source tracking (MST), if deemed necessary.
- K. Construction, Engineering and Inspection services for the project.

- L. Permitting for water-based development features such as boardwalks or docks can be added by the client as additional services, if desired.
- M. This scope does not include identification of mitigation areas offsite from the project area (if required), and does not include mitigation design, implementation, or monitoring, which may or may not be required by the agencies.
- N. Environmental permitting listed species including surveys, consultations, monitoring, management plans, or mitigation plans.
- O. Post permitting wetland monitoring as required by regulatory agencies and development and implementation of the Quality Assurance Project Plan for water quality monitoring.

CLIENT'S RESPONSIBILITIES

- 1. Designate, in writing, a person to act as City's representative to coordinate the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define policies and decisions.
- 2. The City shall provide the required documentation for permitting showing proof of ownership and/or maintenance agreement to authorize work to be performed for the project area.
- 3. The City shall coordinate with any potential co-applicants for the permit and obtain necessary signatures and approvals, if needed.
- 4. The City shall pay all filing and permit fees, printing costs for approvals, permits, bid proposals, advertising, and construction documents.
- 5. The City or their contractor shall provide all As-Built surveys necessary for final certification of construction.

Attachment B

**Gaberonne Swamp- Pensacola Bay Watershed Stormwater Improvements
Langley Pond Retrofit
City of Pensacola, Florida
April 9, 2013**

Fee Summary

Tasks	Fees	Totals
1.0 Surveying	\$3,400.00	
2.0 Geotechnical	\$2,295.00	
3.0 Subsurface Utility Engineering	\$6,500.00	
4.0 Environmental	\$5,000.00	
5.0 Engineering Design/Analysis	\$38,600.00	
6.0 Construction Documents and Specifications	\$15,300.00	
7.0 Bidding	\$2,000.00	
8.0 Post Design	\$5,000.00	
	Total^{1, 2, 3}	\$78,095.00

¹Payment shall be made on a lump-sum basis including expenses. Invoices shall be submitted to the City monthly and shall reflect amounts due based on percent complete for each task. Additional Services shall be negotiated on a lump sum basis.

²Normal expenses include out-of-pocket expenditures such as copying, telephone, travel, and express mail.

³Each task, including expenses, has been estimated and any overage/underage shall be applied to the remaining tasks with a maximum not-to-exceed total fee without the City's authorization.

e Awnw\$E

GASSOCJIA'JrES, J|N"<C. LAND SURVEYORS

Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

February 19, 2013

Jason Ripley
Atkins
2114 Airport Blvd, Suite 1450
Pensacola, FL 32504

Ref Gaberonne Swamp - 3

Dear Mr. Ripley:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work

Tap a 2 acre pond at Langley & Scenic Highway- and RIW to RIW on Langley from North pond to curb cuts from scenic

Total Field Crew	20hrs.	\$2,600.00
<u>Office Work</u>	Hours	Cost
1. Drafting/calculations/research	8hrs.	\$440.00
2. Professional Land Surveyor/Supervision	4hrs.	\$360.00
Grand Total		\$3,400.00

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M

DDG/bo

To accept proposal and execute notice to proceed please sign, date, and return.

Signature and Date

*Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

+5700 N. Davis Hwy., Ste. 3, Pensacola, FL 32503 + ph (850) 434-6666 + fx (850) 434-6661 +
+ www.pittmanglaze.com +email: pgasurvey@bellsouth.net +

March 28, 2013

Mr. Jason Ripley, PE
Atkins
2114 Airport Boulevard, suite 1450
Pensacola, FL 32504

SUBJECT: Gaboronne Swamp Pensacola Bay Watershed Stormwater Improvements
Wet Detention Pond Modifications-Langley Avenue
Pensacola, Florida
PSI Proposal No. 0783-91999

Dear Mr. Ripley:

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to perform the Geotechnical exploration for the proposed stormwater improvements. Included in this proposal are our understanding of the project, the proposed Scope of Services, the schedule and cost for our services, and the General Conditions proposed.

PROJECT INFORMATION

Based on the information provided, we understand that the improvements to the stormwater system will include the following:

Wet Detention Pond Modifications (Langley Ave)

- Install approximately 270 linear feet of new inflow pipe on the west side of the existing pond.
- Install approximately 120 linear feet of new outflow pipe from existing pond to Gaboronne Swamp beneath Langley Avenue.
- The depth of the inflow and outflow pipes are reportedly 3 feet to 5 feet deep.

PROPOSED SCOPE OF SERVICE

Based on our understanding of the above project information, we recommend the following field testing program:

Wet Detention Pond Modifications (Langley Ave)

- Drill three 5 foot deep auger borings along the west side of the existing pond to evaluate subsurface conditions present for the new inflow pipe.
- Drill two 5 foot deep auger borings on each side of Langley Avenue to evaluate subsurface conditions for the new outflow pipe.

We have assumed that the boring locations are or will be readily accessible with our truck mounted drill rig. If this is not the case after the borings have been field located, we will notify you to discuss alternatives to access the boring locations.

PSI will contact Sunshine One Call and request underground utility locates.

Laboratory soil testing will be required to aid in soil classification and to evaluate and document general material properties (e.g. moisture sensitivity, compactability, permeability, etc.). Our cost estimate includes an allowance for several natural water content and grain size tests and up to four falling head permeability tests. Up to four corrosion series tests (pH, chlorides, sulfates, and electrical resistivity) will be performed where sheet piles are proposed to assess material compatibility. More extensive laboratory soil testing, if necessary based on the subsurface conditions encountered, will not be performed without prior authorization.

Following the completion of the field and lab testing, we will render a soils report which will include:

- Our understanding of the project information pertinent to the Geotechnical exploration.
- A summary of the activities performed during the study.
- Site or other Geotechnical conditions observed at the time of the study, and the impact(s) they could have on the proposed development.
- A summary of the laboratory soil test results.
- Pipe bedding and backfilling recommendations.

SCHEDULE & COST ESTIMATE

Based on our current workload, we estimate being able to mobilize to the site within 5 working days of receiving the written notice to proceed and obtaining underground utility clearance. The field work is estimated to require 4 working days, the lab testing 6 days. As the information becomes available, we can provide preliminary design information, if desired. The written report should be available within 13 working days upon completion of the field work.

The cost for the above Scope of Services will be \$2,295 as shown below:

Field Testing Services	\$1,055
Laboratory Testing Services	\$130
Engineering Services	\$1,110

AUTHORIZATION

To authorize PSI to provide these services, please sign where indicated, and return a copy of the executed proposal to us. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions.

PSI appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,
PROFESSIONAL SERVICE INDUSTRIES, INC.


GABRIEL R. CAMPOSAGRADO, PE
Project Engineer

—
MICHAEL THOMAS, PE
CS/GEO Dept. Manager

fA @
IAN KINNEAR, PE
Chief Engineer

Attachment: General Conditions

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention
Phone Number	Phone Number
Email Address	Email Address

April 4, 2013



Shaping the Future

Via Email to: Jason.Ripley@atkinsglobal.com

Mr. Jason Ripley, P.E.
Senior Engineer - Transportation Design
Atkins
2114 Airport Boulevard, Ste. 1450
Pensacola, FL 32504

Cardno TBE
725 SE Baya Drive
Suite 106
Lake City, FL 32025
USA

Phone 386 755 2626
Fax 386 755 2507
Email:
tbe@CardnoTBE.com

RE: SUE proposal for Langley/Scenic Pond and Outfall Pipe to Gaberone Swamp
Pensacola Bay Watershed Improvements

Dear Mr. Ripley:

Thank you for requesting a proposal for SUE Services on the above referenced project for the Pensacola Bay Watershed Improvements Project.

The ASCE Quality Level "B" designating for the Langley/Scenic Pond area and the new outfall pipe from this pond into Gaberrone Swamp will take one (1) day to scan and designate the utilities within this area.

Should ASCE Quality Level "A" test holes be required, Cardno TBE can perform these under dirt for a unit rate of \$500 each and under asphalt/concrete pavement for a unit rate of \$600 each with a minimum of 8 test holes per mobilization.

In reviewing the project, it appears 8 test holes may be required at Langley/Scenic Pond. Of these 8 test holes all appear to be under dirt. The unit price indicated for these test holes includes mobilization cost, hotel, per diem but requires a minimum of 8 test holes per mobilization. All survey of the ASCE Quality Level "B" designating and ASCE Quality Level "A" locating will be provided by others and is not included in this proposal.

Cardno TBE proposes to provide these services for the following fee:

SUE Field Services (ASCE Quality Level "B")	\$2,500.00
SUE Field Services (Quality Level "A")	
8 WH dirt @ 500.00 each	\$4,000.00
0 WH asphalt @ 600.00 each	
	\$4,000.00
TOTAL LIMITING AMT FEE:	\$6,500.00

Cardno TBE is committed to diligently working to complete this project. Meeting your schedule will require close coordination between Atkins and Cardno TBE, as well as our receiving a timely notice to proceed. It is estimated that it will take 5 days to complete the SUE designating Field Work. Cardno TBE will furnish the deliverables within 10 working days after completion of the field work.

We look forward to working with you on this very important project. If you have any questions, or require additional

Sincerely yours,

James R Allen
Vice President
for Cardno TBE




COUNCIL MEMORANDUM

July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:507

SPONSOR: Ashton J. Hayward, III, Mayor 

SUBJECT: Maintenance Agreement - Florida Department of Transportation - Landscaping
SR 30 (Gregory Street) from 9th Avenue to 17th Avenue

MOTION:

That City Council authorize the Mayor to execute the Maintenance Agreement FPID ID #433465-1-52-01 between the City of Pensacola and the Florida Department of Transportation (FDOT) associated with the Landscaping Project on SR 30 (Gregory Street) from 9th Avenue to Bayfront Parkway.

AGENDA: _____ Regular X Consent
Hearing Required: Public _____ Quasi-Judicial _____ No Hearing Required X

SUMMARY:

FDOT is currently moving forward with the implementation of limited Landscape improvements along Gregory Street between Bayfront Parkway and 9th Ave. as part of FDOT's continuing Highway Beautification Program. The project will consist of limited planting of new trees to match existing species consistent with those already present within the corridor and consistent with the recent Bayfront Parkway landscape project. As such, FDOT is requesting that the City execute a maintenance agreement with regard to the long term upkeep of the landscape after the two-year warranty and establishment period is over. The project is scheduled to be publicly bid by FDOT in the Fall of 2013 and planting to be underway by the beginning of 2014. There is no required funding match or monetary participation on behalf of the City for the proposed landscape implementation and the reported total project budget for FDOT is \$150,000.

PRIOR ACTION: None.

FUNDING: N/A

FINANCIAL IMPACT:

Continuing care/maintenance after the two-year establishment period will be addressed by the City of Pensacola, Neighborhood Services Department, Parks Division.

Council Memorandum

Maintenance Agreement - Florida Department of Transportation - Landscaping SR 30

(Gregory Street) from 9th Avenue to 17th Avenue

July 18, 2013

Page #2

STAFF CONTACT:

L. Derrick Owens, P. E., Director of Public Works and Facilities/City Engineer

Brian Cooper, Director of Neighborhood Services

Richard Barker, Chief Financial Officer

ATTACHMENTS:

(1) Maintenance Agreement from Florida Department of Transportation

PRESENTATION:

No.

FPID ID: 433465-1-52-01

CITY: City of Pensacola

DESCRIPTION: Landscaping SR 30 (Gregory Street) from 9th Avenue to 17th Avenue

MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into on this the ____ day of _____, 2013, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter called "Department") and the City of Pensacola (hereinafter called "City").

RECITALS

1. The DEPARTMENT is preparing to undertake a project within the CITY identified and known to the parties as Financial Project ID 433465-1-52-01 ("Project"), the provisions of which are attached as Exhibit "A" and are incorporated by reference herein, which PROJECT will be of benefit to the CITY;
2. The DEPARTMENT has responsibility for operation and maintenance of the State Highway System;
3. The CITY has agreed to maintain the additional landscaping installed in the PROJECT in accordance with the terms below;
4. The CITY has authorized its officers to execute this AGREEMENT on its behalf; and
5. The DEPARTMENT is authorized pursuant to Section 334.044, Florida Statutes to enter into contracts and agreements with counties/municipalities for the maintenance of roadside landscape improvements on the State Highway System.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, the parties agree to the following:

The recitals set forth above are true and correct and are deemed incorporated herein by reference.

6. Upon completion of the PROJECT by the DEPARTMENT, the CITY will assume responsibility for maintenance of the PROJECT and will conduct such maintenance as specified in accordance with the maintenance plan identified in the notes of the design plans attached hereto as Exhibit "A." In the event the CITY fails to maintain in accordance with the attached maintenance schedule and plan, the DEPARTMENT at its option may perform the required maintenance and the CITY shall reimburse the DEPARTMENT for the costs, the amount of which will be determined solely by the DEPARTMENT.
7. Maintenance of the PROJECT shall be subject to periodic inspections by the DEPARTMENT.
8. The CITY covenants and agrees that it will indemnify and hold harmless to the extent provided by Section 768.28, Florida Statutes, the DEPARTMENT and all of the DEPARTMENT'S officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the CITY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the CITY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees.

When either party receives notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim and report its finding to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

9. The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

10. This AGREEMENT may be terminated under any one of the following conditions:
 - (A) By the DEPARTMENT if the CITY, following fifteen (15) working days written notice, fails to perform its maintenance responsibilities under this AGREEMENT;
 - (B) By the CITY following sixty (60) calendar day's written notice; OR
 - (C) By the DEPARTMENT following sixty (60) calendar days' notice.

11. This AGREEMENT embodies the entire agreement and understanding between the parties hereto and there are no other agreements, understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

12. This AGREEMENT shall be governed by and constructed in accordance with the law of the State of Florida. The parties stipulate that venue for any matter relating to this contract shall be in Leon County, Florida.

13. The CITY shall:
 - (A) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the AGREEMENT; and
 - (B) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract time.

14. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt to the following:

If to the DEPARTMENT:

Contact Person: Jim De Vries, FDOT Milton Operations
Address: 6025 Old Bagdad Highway, Milton, FL 32583

If to the CITY:

Contact Person: L. Derrick Owens, P.E., D.WRE
Title: Director of Public Works and Facilities/City Engineer
Address: 2757 N. Palafox Street, Pensacola, FL 32501

15. All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed in its behalf this ____ day of _____, 2013, by its Chairman, being authorized to enter into and execute same by action of the City of Pensacola City Council's meeting in regular session on the ____ day of _____, 2013, and the DEPARTMENT has executed this Agreement through its District Secretary, District 3, Florida Department of Transportation, on the date indicated below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____
JAMES T. BARFIELD
DISTRICT 3 SECRETARY

KRISSEY COOK
EXECUTIVE SECRETARY (SEAL)

DATE: _____

CITY OF PENSACOLA, FLORIDA

BY: _____
Name: ASHTON J. HAYWARD, III
Title: Mayor

Attest: Ericka L. Burnett
Title: City Clerk (SEAL)

LEGAL REVIEW:

LEGAL IN FORM AND VALID AS
DRAWN:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CITY OF PENSACOLA

BY: _____
Office of General Counsel

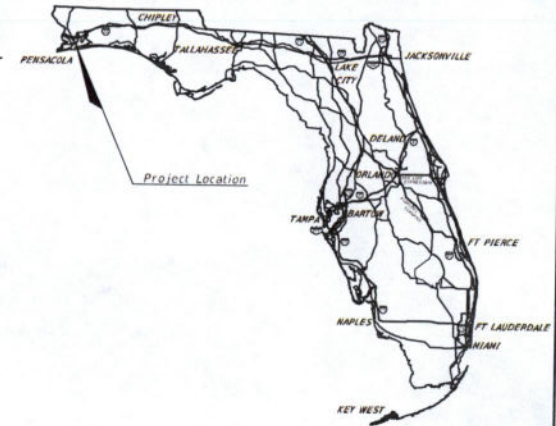
ATTORNEY

COMPONENTS OF CONTRACT PLANS SET
LANDSCAPE PLANS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
CONTRACT PLANS

FINANCIAL PROJECT ID 433465-1-52-01
ESCAMBIA COUNTY (48100)
STATE ROAD NO. 30
LANDSCAPE PLANS

CONSTRUCTION CONTRACT NO. E3M05

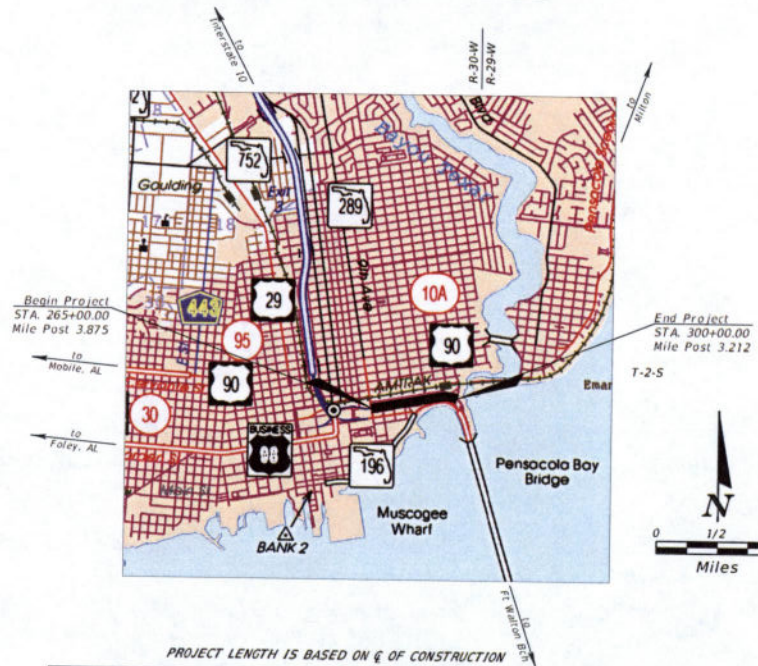


INDEX

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SUMMARY OF PAY ITEMS
LD-3 thru LD-4	SUMMARY OF QUANTITIES
LD-5 thru LD-6	LANDSCAPE NOTES
LD-7	PLAN LAYOUT
LD-8 thru LD-14	LANDSCAPE PLAN
LD-15 thru LD-16	LANDSCAPE DETAILS
LD-17	CONTINUING MAINTENANCE PLAN

LIST OF REVISED INDEX DRAWINGS

SHEET NO.	SHEET DESCRIPTION
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LANDSCAPE PLANS SHOP DRAWINGS TO BE
SUBMITTED TO:

JAMES S. GILMAN, R.L.A., 1628
GGI, LLC dba GENESIS GROUP
2507 CALLAWAY ROAD, SUITE 100
TALLAHASSEE, FL 32303

PLANS PREPARED BY:



JAMES S. GILMAN, R.L.A., 1628
GGI, LLC dba GENESIS GROUP
2507 CALLAWAY ROAD, SUITE 100
TALLAHASSEE, FL 32303
CERTIFICATE OF AUTHORIZATION LC26000202
VENDOR NUMBER 59-3453881
CONTRACT NUMBER C-9747

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.



PROJECT LENGTH IS BASED ON % OF CONSTRUCTION

LENGTH OF PROJECT

	LINEAR FEET	MILES
ROADWAY	3500.00	0.663
BRIDGES	0.00	0.000
NET LENGTH OF PROJECT	3500.00	0.663
EXCEPTIONS	0.00	0.000
GROSS LENGTH OF PROJECT	3500.00	0.663

FDOT PROJECT MANAGER: GARRETT MARTIN, P.E. / ATKINS

KEY SHEET REVISIONS

DATE	DESCRIPTION

LANDSCAPE PLANS
LANDSCAPE ARCHITECT OF RECORD: JAMES S. GILMAN, R.L.A.

R.L.A. NO. 1628

FISCAL YEAR	SHEET NO.
14	LD-1

SR 30 LANDSCAPE ENHANCEMENTS FROM 9TH AVE. TO 17TH AVE.

GOVERNING STANDARDS AND SPECIFICATIONS:
Florida Department of Transportation, 2013
Design Standards and revised Index Drawings
as appended herein, and 2013 Standard
Specifications for Road and Bridge Construction,
as amended by Contract Documents

For Design Standards click on the "Design
Standards" link at the following web site:
<http://www.dot.state.fl.us/roadsdesign/>

For the Standard Specifications for Road and
Bridge Construction click on the "Specifications"
link at the following web site:
<http://www.dot.state.fl.us/specificationsoffice/>

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G10-11.001, F.A.C.

02/28/2013 19:34:39 PM

FLORIDA DEPARTMENT OF TRANSPORTATION
 PROJECT SUMMARY OF PAY ITEMS
 FOR PROPOSAL: E3M05

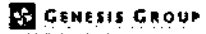
LEAD PROJECT : 433465-1-52-01 DISTRICT : 03 COUNTY/SECTION : 4810000

PROJECT(S) : 43346515201 COUNTY : ESCAMBIA

0600 SUMMARY OF LANDSCAPE / PERIPHERAL

SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	43346515201	QUANTITY TOTAL
		0999- 2-	LUMP SUM CONTRACT, ALTERNATIVE BIDDING 43346515201	LS	1.000	1.000
		0999- 25-	INITIAL CONTINGENCY AMOUNT, DO NOT BID 43346515201	LS	1.000	1.000

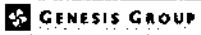
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61E10-11.001, F.A.C.

DATE	DESCRIPTION	DATE	DESCRIPTION	 GENESIS GROUP JAMES S. CILMAN, P.L.A. 1629 GC, LLC dba GENESIS GROUP 2507 CALLOWAY ROAD, SUITE 100 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION LC26000202	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF PAY ITEMS	SHEET NO
					ROAD NO	COUNTY	FINANCIAL PROJECT ID		
					30	ESCAMBIA	433465-1-52-01		LD-2

LANDSCAPE TABULATION OF QUANTITIES

PAY ITEM NO.	SYM	DESCRIPTION	SIZE	UNIT	SHEET NUMBERS										TOTAL THIS SHEET		GRAND TOTAL		REF - SHEET
					LD-8		LD-9		LD-10		LD-11		LD-12		PLAN	FINAL	PLAN	FINAL	
					PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL					
		TREES																	
		LAGERSTROEMIA INDICA 'MUSKOGEE' / MUSKOGEE CRAPE MYRTLE 13-14' HT X 6" SPD, MULTI STEM, 3 STEM MIN., 3 1/2" CAL TOTAL, 1" CAL PER STEM, MATURE SPREAD 18'	65 GAL	PL	0		2		6		6		2		--				
		PALMS																	
		SABAL PALMETTO / SABAL PALM (REGENERATED ROOTS) STRIPPED, STRAIGHT TRUNK, CLEAR TRUNK AS INDICATED ON PLANS (18' & 24' C.T.)	FG	PL	0		0		0		0		15		--				
		BLENDED SOIL FOR TREE PLANTING PITS, SEE NOTES AND DETAILS		CY	0		.5		1.5		1.5		.5		--				
		MULCH PINE STRAW 3" DEPTH SEE NOTES AND DETAILS		CY	0		1		2		2		6		--				
		COARSE SAND FOR TREE PLANTING PITS, SEE NOTES & DETAILS		CY	0		.5		1.5		1.5		.5		--				
		SOIL INOCULANT ALL PLANT PITS, SEE NOTES		LB	0		2		6		6		17		--				


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REVISIONS <table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				DATE	DESCRIPTION	DATE	DESCRIPTION					 GENESIS GROUP JAMES S. GILMAN P.L.A. 1628 GGI, LLC dba GENESIS GROUP 2500 CALDWAY ROAD SUITE 100 TALLAHASSEE FL 32303 CERTIFICATE OF AUTHORIZATION LC2600202			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <table border="1"> <thead> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> </thead> <tbody> <tr> <td>30</td> <td>ESCAMBIA</td> <td>433465-1-52-01</td> </tr> </tbody> </table>			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	30	ESCAMBIA	433465-1-52-01	SUMMARY OF QUANTITIES		SHEET NO. LD-3
DATE	DESCRIPTION	DATE	DESCRIPTION																							
ROAD NO.	COUNTY	FINANCIAL PROJECT ID																								
30	ESCAMBIA	433465-1-52-01																								

LANDSCAPE TABULATION OF QUANTITIES

PAY ITEM NO.	SYM	DESCRIPTION	SIZE	UNIT	SHEET NUMBERS												TOTAL THIS SHEET		GRAND TOTAL		REF - SHEET
					LD-13		LD-14		PLAN		FINAL		PLAN		FINAL		PLAN	FINAL	PLAN	FINAL	
					PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL							
		TREES																			
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		SABAL PALMETTO / SABAL PALM (REGENERATED ROOTS) STRIPPED, STRAIGHT TRUNK, CLEAR TRUNK AS INDICATED ON PLANS (18' & 24' C.T.)	FG	PL	8		0														
		BLENDED SOIL																			
		FOR TREE PLANTING PITS, SEE NOTES AND DETAILS		CY	1		1														
		MULCH																			
		PINE STRAW 3" DEPTH SEE NOTES AND DETAILS		CY	4		1														
		COARSE SAND																			
		FOR TREE PLANTING PITS, SEE NOTES & DETAILS		CY	1		1														
		SOIL INOCULANT																			
		ALL PLANT PITS, SEE NOTES		LB	12		3														

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<p align="center">REVISIONS</p> <table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				DATE	DESCRIPTION	DATE	DESCRIPTION					 <p>GENESIS GROUP JAMES S. GILMAN, P.L.A. 1628 601 E. G.W. GENESIS GROUP 2507 CALLAWAY ROAD SUITE 100 TALLAHASSEE, FL 32303 LICENSE # 02070002020304050607080910</p>			<p align="center">STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p> <table border="1"> <thead> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> </thead> <tbody> <tr> <td align="center">30</td> <td align="center">ESCAMBIA</td> <td align="center">433465-1-52-01</td> </tr> </tbody> </table>			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	30	ESCAMBIA	433465-1-52-01	<p align="center">SUMMARY OF QUANTITIES</p>			<p align="center">SHEET NO. LD-4</p>
DATE	DESCRIPTION	DATE	DESCRIPTION																								
ROAD NO.	COUNTY	FINANCIAL PROJECT ID																									
30	ESCAMBIA	433465-1-52-01																									

GENERAL NOTES

- CONTRACTOR SHALL INSTALL PLANT MATERIAL AS INDICATED ON THE PLANS AND IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION SECTION 580 DATED 2013 UNLESS OTHERWISE SPECIFIED IN THESE PLANS.
- ALL PLANT MATERIAL SHALL BE INSPECTED AND APPROVED BY THE ENGINEER AT THE GROWING SITE, NURSERY OR HANDLING AREA DESIGNATED FOR THE PROJECT SITE. ALL GRADABLE NURSERY PLANTS SHALL BE FLORIDA NO. 1 GRADE OR BETTER AS DESCRIBED IN "GRADES AND STANDARDS FOR NURSERY PLANTS," STATE OF FLORIDA, SECOND EDITION.
- TREES SHALL BE STAKED WITH AN UNDERGROUND STAKING SYSTEM AS PROVIDED BY TREE FROG ENVIRONMENTAL PRODUCTS, INC., REK 40 FT OR APPROVED EQUAL, SUBJECT TO ENGINEER'S APPROVAL, SEE DETAILS. PALMS SHALL BE STAKED AND BRACED PER DETAILS PROVIDED.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT A MINIMUM OF 72 HOURS PRIOR TO DELIVERY OF TREES SO THAT A REPRESENTATIVE MAY BE PRESENT TO VERIFY PLANT MATERIALS MEET FLORIDA NO. 1 STANDARDS. AFTER INITIAL ACCEPTANCE, THE CONTRACTOR IS RESPONSIBLE FOR THE HEALTH AND MAINTENANCE FOR ALL PLANTS DURING THE ESTABLISHMENT PERIOD. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO REPLACEMENT, PRUNING, WATERING, FERTILIZATION AND PEST MANAGEMENT. ALL PLANT MATERIAL SHALL BE MAINTAINED TO THE ORIGINAL STANDARDS.
- NO SUBSTITUTIONS OF SPECIFIED PLANT MATERIALS WILL BE PERMITTED UNLESS APPROVED IN WRITING BY THE ENGINEER.
- THE CONTRACTOR SHALL LAY OUT THE PROPOSED DESIGN FOR APPROVAL BY THE ENGINEER AND LANDSCAPE ARCHITECT. FLAG LOCATIONS FOR ALL PLANT MATERIAL FOR APPROVAL PRIOR TO INSTALLATION. NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF 7 DAYS IN ADVANCE OF PROPOSED FLAGGING INSPECTION DATE. THE ENGINEER AND THE LANDSCAPE ARCHITECT WILL REVIEW AND APPROVE FINAL PLANT LOCATIONS TO ENSURE NO CONFLICT WITH UTILITIES OR OTHER OBSTRUCTIONS. NO PLANTS WILL BE INSTALLED WITHOUT THE ENGINEER'S APPROVAL. IF ANY CHANGES ARE PROPOSED TO THE DESIGN (PLANT TYPES, SIZE, LOCATION OR SPACING, PLANT ARRANGEMENTS, ETC.) THE ENGINEER SHALL BE CONTACTED. NO CHANGES WILL BE MADE WITHOUT THE ENGINEER'S APPROVAL.
- LANDSCAPE MATERIAL AND ASSOCIATED DEVICES SHALL BE ADJUSTED IN THE FIELD TO AVOID CONFLICTS WITH ANY PROPOSED OR EXISTING TO REMAIN UTILITY STRUCTURES, DRAINAGE STRUCTURES, DITCHES, UNDERDRAINS, DITCH BLOCK, STORM WATER MANAGEMENT FACILITIES OR ANTI DISCHARGE PATHS, TRAFFIC SIGNAGE, LIMITS OF CLEAR SIGHT, LIGHTING AND THEIR APPURTENANCES. THE CONTRACTOR SHALL NOT KNOWINGLY PLACE THE PROPOSED IMPROVEMENTS IN A CONFLICT EXISTING. ANY COSTS TO REMOVE AND/OR REPAIR WORK PLACED THAT HAS NOT BEEN APPROVED BY THE ENGINEER SHALL BE AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR RESPONSIBILITY FOR THE HEALTH AND VIGOR OF ALL PLANT MATERIAL DURING CONSTRUCTION AND THROUGHOUT THE ESTABLISHMENT PERIOD PER SECTION 580.
- THE ESTABLISHMENT PERIOD FOR WATERING AND MAINTENANCE BY THE CONTRACTOR SHALL BE PER STANDARD SPECIFICATION 580 EXCEPT AS SUPERSEDED HEREIN. (REFERENCE ESTABLISHMENT PERIOD MAINTENANCE PLAN). THE CONTRACTOR SHALL REQUEST AN ESTABLISHMENT PERIOD INSPECTION 30 DAYS PRIOR TO THE END OF THE ESTABLISHMENT PERIOD. A REPRESENTATIVE FROM THE AGENCY RESPONSIBLE FOR MAINTENANCE SHALL BE IN ATTENDANCE AT THE ESTABLISHMENT PERIOD INSPECTION.
- AREAS DESIGNATED AS NATURAL AREAS OR EXISTING VEGETATION TO REMAIN SHALL REMAIN UNDISTURBED. DO NOT STORE EQUIPMENT OR MATERIALS IN THESE AREAS.
- CONTRACTOR SHALL EXERCISE DUE CARE TO PROTECT EXISTING TREES, PALMS, SHRUBS AND GROUNDCOVERS. ANY MATERIAL DAMAGED DURING THE WORK SHALL BE REPLACED WITH MATERIAL OF LIKE SPECIES AND SIZE, MEETING STATED MINIMUM SPECIFICATIONS/QUALITY STANDARDS.
- THE CONTRACTOR SHALL RESTRICT PERSONNEL, THE USE OF EQUIPMENT AND THE STORAGE OF MATERIALS TO AREAS WITHIN THE LIMITS OF CONSTRUCTION AS DESCRIBED IN THE PLANS. ANY OFF-SITE STORAGE AREA WILL REQUIRE PRIOR REVIEW BY THE FDOT DEMO STAFF. THE CONTRACTOR WILL SUBMIT A REQUEST FOR USE OF OFF-SITE AREAS TO AMANDA MARSHALL, FDOT, P.O. BOX 607, CHIPLEY, FL 32428-0607.
- CONTRACTOR SHALL NOT CAUSE CONDITIONS OF EROSION AT ANY TIME DURING CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNFORESEEN SITE CONDITIONS (COMPACTED SOIL/SUBGRADE, POOR DRAINAGE, UTILITY CONFLICTS, ETC.) PRIOR TO PROCEEDING WITH LANDSCAPE INSTALLATION.
- CONTRACTOR SHALL SUBMIT SOIL ANALYSES RESULTS AND RECOMMENDATIONS FROM AN APPROVED AGRONOMIC SOILS TESTING LABORATORY TO THE ENGINEER FOR REVIEW AND APPROVAL, PRIOR TO COMMENCEMENT OF PLANTING OPERATIONS. SOILS ANALYSES SHALL OCCUR AT A MINIMUM OF 8 PLANTING LOCATIONS SPACED EVENLY THROUGHOUT THE PROJECT AREA. SOILS SHALL BE TESTED FOR, AT A MINIMUM, N.P.K., PH, SOLUBLE SALTS, AND ORGANIC CONTENT. CONTRACTOR SHALL, UPON ENGINEER'S APPROVAL, AMEND PLANTING AREAS AS RECOMMENDED.
- ANY TURF AREAS DISTURBED/DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE RESTORED BY THE CONTRACTOR. DISTURBED AREAS SHALL BE SOODED USING THE VARIETY THAT MATCHES EXISTING. SOD SHALL BE FRESHLY CUT WITHIN 72 HOURS OF LAYING. 12" X 24" RECTANGLES SHALL BE FIRMLY BUTTED ONE TO ANOTHER WITH STAGGERED JOINTS AND ROLLED SMOOTH. FINAL GRADE SHALL BE 1/2 INCH BELOW ADJACENT HARDSCAPE, AND/OR BE FLUSH WITH ADJACENT TURF, AND/OR BE FLUSH WITH FINISHED MULCHED BED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SECURE SOD WITH PEGS IN AREAS WHERE SLIPPING OR WASH MAY OCCUR. SOD SHALL COMPLY WITH FDOT SPECIFICATIONS. ANY DISTURBED AREAS SHALL BE SMOOTHLY GRADED PRIOR TO THE INSTALLATION OF SOODING. COST OF SOD SHALL BE INCLUDED IN THE LUMP SUM COST OF THE PROJECT.
- THIS SCHEDULE FOR WATER FOR PLANT ESTABLISHMENT IS PROVIDED AS RECOMMENDATIONS ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE SUFFICIENT WATER TO ENSURE PROPER ESTABLISHMENT AND VIGOR OF PLANT MATERIAL.

TREES: AT EACH IRRIGATION APPLY 10 GALLONS PER INCH OF TRUNK CALIPER TO THE ROOT BALL. APPLY SO THAT ALL WATER SOAKS INTO THE ROOT BALL. DO NOT WATER IF ROOT BALL IS WET OR SATURATED ON THE IRRIGATION DAY.

PALMS: APPLY 30 GALLONS PER PALM PER APPLICATION TO THE ROOT BALL. APPLY SO THAT ALL WATER SOAKS INTO THE ROOT BALL. DO NOT WATER IF ROOT BALL IS WET OR SATURATED ON THE IRRIGATION DAY.

MINIMUM WATERING RECOMMENDATIONS:

SIZE OF NURSERY STOCK	IRRIGATION FOR GROWTH AND VIGOR
< 2 INCH CALIPER	DAILY FOR 2 WEEKS; EVERY OTHER DAY FOR 2 MONTHS; WEEKLY UNTIL ESTABLISHED
2-4 INCH CALIPER	DAILY FOR 1 MONTH; EVERY OTHER DAY FOR 3 MONTHS; WEEKLY UNTIL ESTABLISHED
> 4 INCH CALIPER	DAILY FOR 6 WEEKS; EVERY OTHER DAY FOR 5 MONTHS; WEEKLY UNTIL ESTABLISHED

- FERTILIZER FOR INITIAL INSTALLATION OF PLANT MATERIAL SHALL BE CONTROLLED RELEASE FERTILIZER WITH A 15-9-12 ANALYSIS, AND CONTAINING TRACE ELEMENTS Mg, S, B, Cu, Fe, Mn, Mo, AND Zn. FERTILIZER GRANULES SHALL BE COMPOSED OF MULTIPLE LAYERS OF POLYMERIC RESIN. INCORPORATE FERTILIZER INTO PLANTING SOILS AND BACKFILL, DO NOT FERTILIZE PALMS.

APPLICATION RATES SHALL BE AS FOLLOWS:

0.5 OZ. PER EA. 4" POT OR PLANT LINER	9.0 OZ. PER EA. 15 GALLON CONTAINER
1.0 OZ. PER EA. 1 GALLON CONTAINER	14.0 OZ. PER EA. 20 GALLON CONTAINER
2.0 OZ. PER EA. 2 GALLON CONTAINER	20.0 OZ. PER EA. 30 GALLON CONTAINER
3.0 OZ. PER EA. 3 GALLON CONTAINER	30.0 OZ. PER EA. 45 GALLON CONTAINER
5.0 OZ. PER EA. 5 GALLON CONTAINER	44.5 OZ. PER EA. 65 GALLON CONTAINER
8.0 OZ. PER EA. 7 GALLON CONTAINER	85.0 OZ. PER EA. 100 GALLON CONTAINER
8.5 OZ. PER EA. 10 GALLON CONTAINER	136.0 OZ. PER EA. 200 GALLON CONTAINER

FOR GRASSING AND SOD AREAS: APPLY 6#/1000sq.
- FIELD GROWN TREES MAY BE ONLY USED IF EXPRESS WRITTEN PERMISSION IS GRANTED FROM THE PROJECT ENGINEER AND LANDSCAPE ARCHITECT. FIELD GROWN TREES MUST BE TAGGED AND CERTIFIED "ROOTS PLUS GROWERS".
- CONTAINER GROWN PLANTS: A MINIMUM OF 80% OF THE CONTAINER ROOT BALL MUST BE BOUND BY THE ROOT SYSTEM. ENCRICLING OR "RING" ROOTS ARE PROHIBITED.
- THE ROOT FLARE OF ALL TREES SHALL REMAIN 1" ABOVE GRADE FOLLOWING FINAL GRADING, SOODING AND SETTLING OF PLANTING BACKFILL.
- CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. FDOT M.O.T. RULES SHALL BE STRICTLY ADHERED TO THROUGHOUT CONSTRUCTION.
- WORK ZONE TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH STANDARD INDEX 600, 611, 612, AND 613. LANE CLOSURES ARE PROHIBITED UNLESS EXPRESS WRITTEN PERMISSION IS GRANTED BY THE PROJECT ENGINEER.
- NO PROJECT INFORMATION SIGNS ARE REQUIRED FOR PROJECTS LESS THAN 90 DAYS DURATION.
- EROSION CONTROL TO BE REALIZED PER STANDARD SPECIFICATION 104 AT THE DIRECTION OF THE PROJECT ENGINEER.
- THE CONTRACTOR SHALL BE FNGLA - CERTIFIED AS A "CERTIFIED LANDSCAPE CONTRACTOR" (FCLC). DOCUMENTATION OF THIS CERTIFICATION MUST BE SUBMITTED WITH THE CONTRACTOR'S BID. THE INDIVIDUAL WITH THE FCLC CERTIFICATION MUST BE SUBSTANTIALLY INVOLVED WITH THE FIELD SUPERVISION OF THE LANDSCAPE INSTALLATION WORK.
- SABAL PALMS (SABAL PALMETTO) SPECIFIED AS HAVING "REGENERATED ROOTS" SHALL CONFORM TO THE FOLLOWING:
 - ROOTBALL EQUAL TO TWICE THE DIAMETER OF THE TRUNK AT A MINIMUM.
 - NEW REGENERATED ROUND TIPPED ROOTS THAT HAVE EMERGED FROM THE ROOT INITIATION ZONE AND ARE WHITISH-YELLOW IN COLOR WITH TAPERED ENDS.
 - NEW REGENERATED ROOTS ARE PRESENT ON ALL SIDES OF THE ROOTBALL.
 - PALMS SHALL HAVE BEEN PLACED IN CONTAINERS OR CONTAINED WITHIN PLASTIC FABRIC OR FILM MATERIAL AFTER HARVESTING AND DURING THE ROOT REGENERATION PERIOD.
 - MINIMUM OF THREE FULLY EXPANDED FRONDS. FRONDS SHALL MEET THE MINIMUM REQUIREMENTS TO BE CONSIDERED "EXCELLENT LEAVES," AS DEFINED BY THE GLOSSARY OF TERMS IN THE LATEST EDITION OF GRASSES AND STANDARDS FOR NURSERY PLANTS - PALM & CYCADS (FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES).
 - PRIOR TO INSTALLATION, PALMS ARE SUBJECT TO REVIEW BY THE ENGINEER AND LANDSCAPE ARCHITECT. PALMS THAT DO NOT MEET STATED REQUIREMENTS SHALL BE REJECTED, MARKED, AND REMOVED FROM THE PROJECT AT NO ADDITIONAL COST TO THE DEPARTMENT.

PLANTING AREA PREPARATION

- PLANTING AREA PREPARATION SHALL OCCUR AS FOLLOWS:
 - FOR INDIVIDUAL TREES AND PALMS PROPOSED WITHIN EXISTING TURF AREAS, SOD SHALL BE THOROUGHLY REMOVED PRIOR TO THE PLANTING AND BACKFILL PROCESS; ALL INDIVIDUAL TREE PITS SHALL RECEIVE MULCH AFTER PLANTING.
 - PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL INDIVIDUAL MULCH RINGS. THE HERBICIDE ACTIVE INGREDIENTS SHALL BE SUITABLE FOR CONTROL OF ANNUAL AND PERENNIAL BROADLEAF WEEDS AND GRASSES. THE HERBICIDE SHALL BE APPLIED BY HAND. MANUFACTURER RECOMMENDATIONS FOR APPLICATION METHOD, TIMING AND APPLICATION RATE SHALL BE STRICTLY ADHERED TO.
 - PLANTING BACKFILL MIXTURE SHALL CONSIST OF EQUAL PARTS "BLENDED SOIL" OR EQUAL, SUBJECT TO ENGINEER'S APPROVAL, AND COARSE SAND. ADD TO A DEPTH OF 6" ACROSS EACH PLANTING PIT AND THOROUGHLY MIX WITH EXISTING SOIL. REFER TO DETAILS FOR MINIMUM PLANTING PIT DIMENSIONS.
- PAY ITEM NOTES**
- ENDOMYCORRHIZAL TRANSPLANT AMENDMENT SHALL BE UTILIZED AND APPLIED PER MANUFACTURER RECOMMENDATIONS TO EACH PLANTING PIT. TRANSPLANT AMENDMENTS SHALL BE DEHARD TRANSPLANT AND DEHARD PALM TRANSPLANT AS PROVIDED BY HORTICULTURAL ALLIANCE, INC. OR APPROVED EQUAL. COST SHALL BE INCLUDED IN LUMP SUM PROJECT COST.
 - "BLENDED SOIL" SHALL CONSIST OF: 1/3 MUSHROOM COMPOST OR PEAT, 1/3 COMMERCIALY PROCESSED AND COMPOSTED COW MANURE AND 1/3 COMPOSTED BARK. REPRESENTATIVE SAMPLES WITH DOCUMENTATION OF COMPOSITION BY MANUFACTURER SHALL BE PROVIDED TO ENGINEER BY THE CONTRACTOR FOR REVIEW AND APPROVAL PRIOR TO DELIVERY OF PRODUCT TO SITE. BLENDED SOIL SHALL BE MIXED INTO THE PLANTING BACKFILL MIXTURE PER PLANTING AREA PREPARATION NOTES.
 - MULCHING SHALL BE PINE STRAW MULCH, FULL LENGTH AND FRESHLY BALE, 3" DEPTH AFTER SETTLING. MULCH SHALL BE UNIFORMLY SPREAD OVER THE FULL DIAMETER OF EACH TREE/PALM PLANTING PIT. MULCH SHALL NOT BE PLACED AGAINST TRUNKS OR STEMS OF PLANTS.

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REVISIONS		GENESIS GROUP	STATE OF FLORIDA			SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION	DEPARTMENT OF TRANSPORTATION	
		<p>GENESIS GROUP JAMES S. CILMAN, P.E., 1628 G.W. LEE DR. GENESIS GROUP 2307 CALDWAY ROAD, SUITE 100 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION LC78000202</p>	<p>ROAD NO. COUNTY FINANCIAL PROJECT ID</p> <p>30 ESCAMBIA 433465-1-52-01</p>		<p>LANDSCAPE NOTES</p> <p>1.D-5</p>	



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

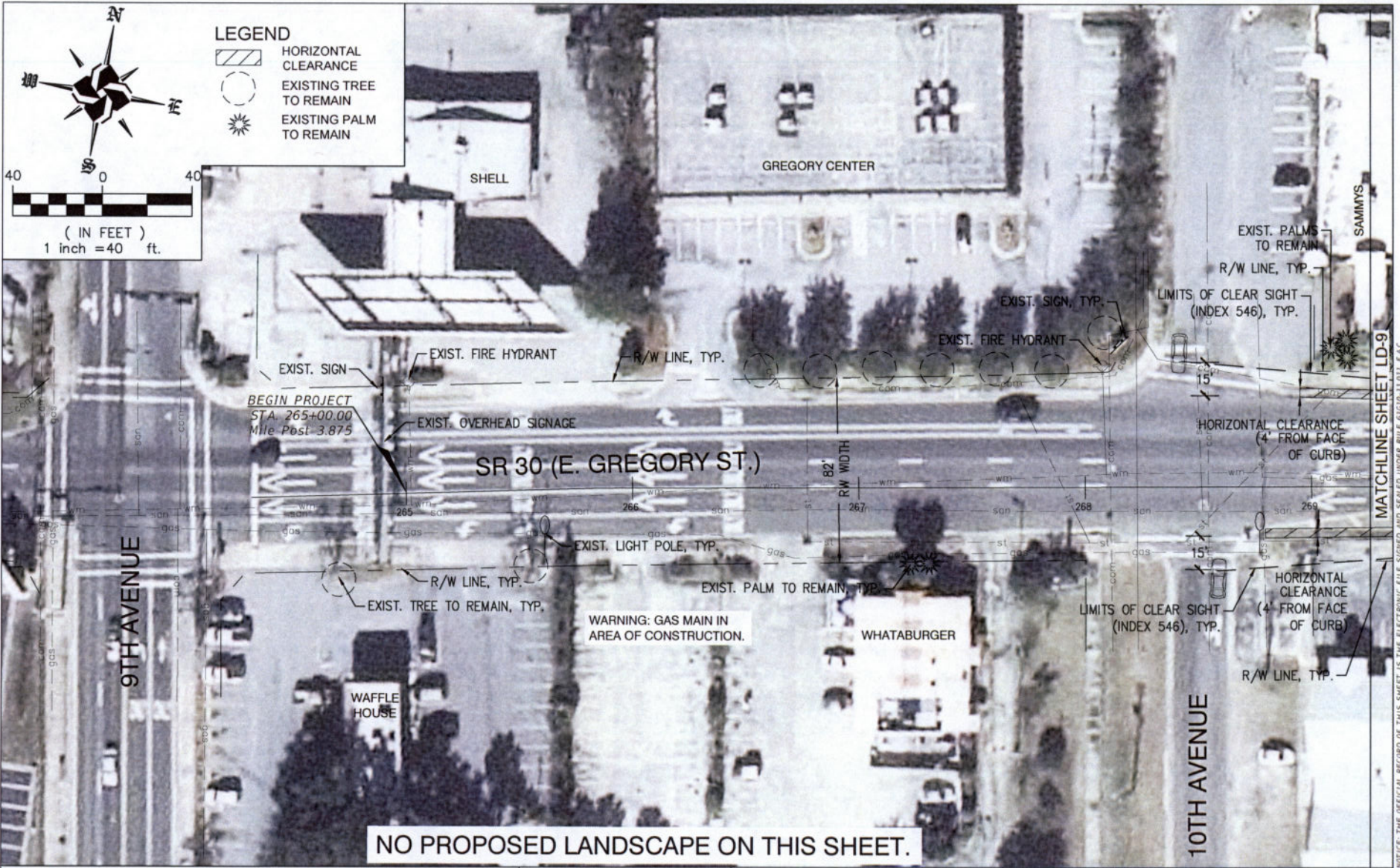
GENESIS GROUP
 JAMES S. GILMAN, R.L.A., 1628
 GGI, LLC dba GENESIS GROUP
 2507 CALLAWAY ROAD, SUITE 100
 TALLAHASSEE, FL 32303
 CERTIFICATE OF AUTHORIZATION LC26000202

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
30	ESCAMBIA	433465-1-52-01

PLAN LAYOUT

SHEET NO.
LD-7

F:\003\151\CAD\PLAN\DOT 899



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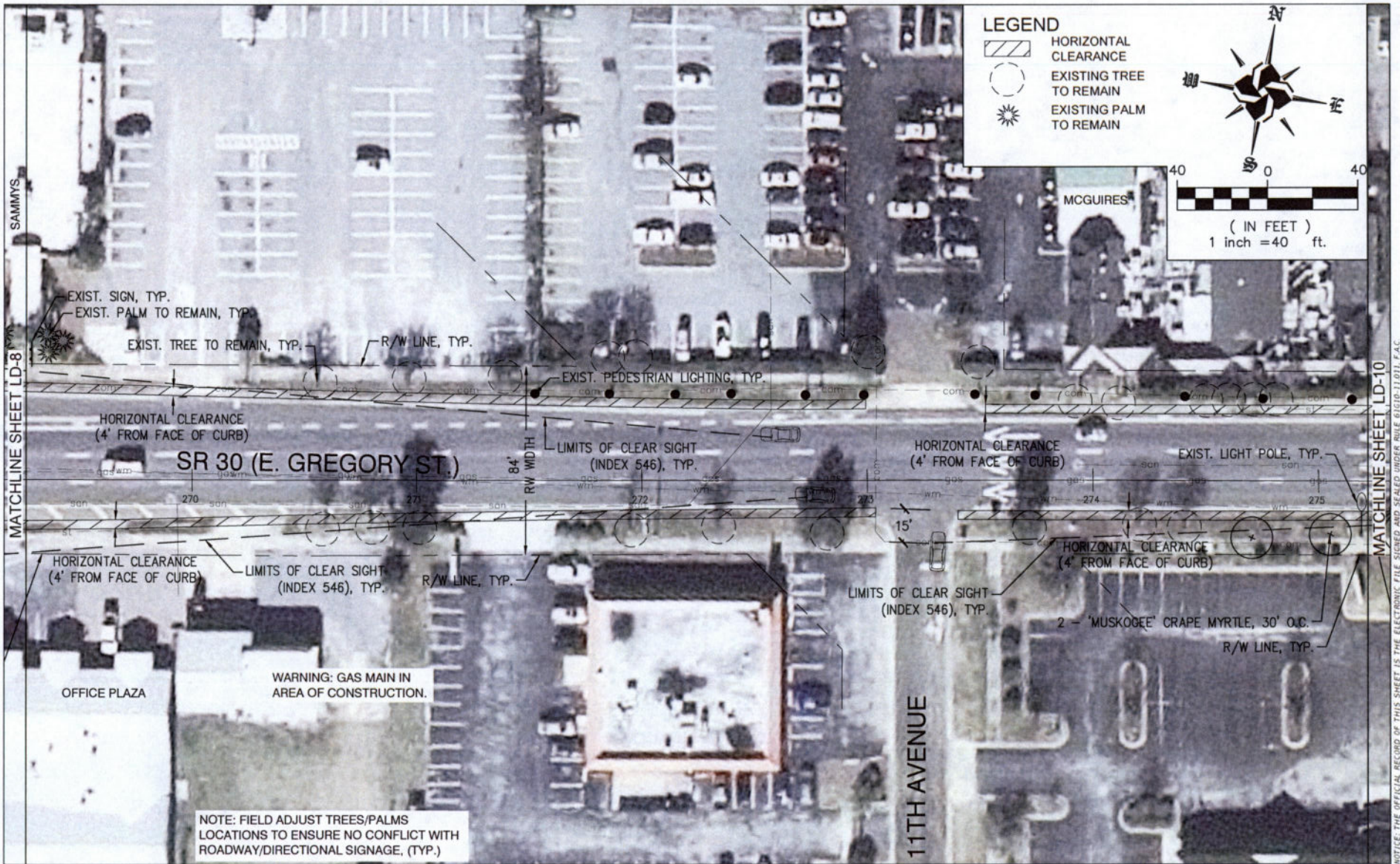
GENESIS GROUP
 JAMES S. GILMAN, R.L.A. 1628
 GGI, LLC dba GENESIS GROUP
 2507 CALLAWAY ROAD, SUITE 100
 TALLAHASSEE, FL 32303
 CERTIFICATE OF AUTHORIZATION LC26000202

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
30	ESCAMBIA	433465-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-8



DATE	DESCRIPTION	DATE	DESCRIPTION

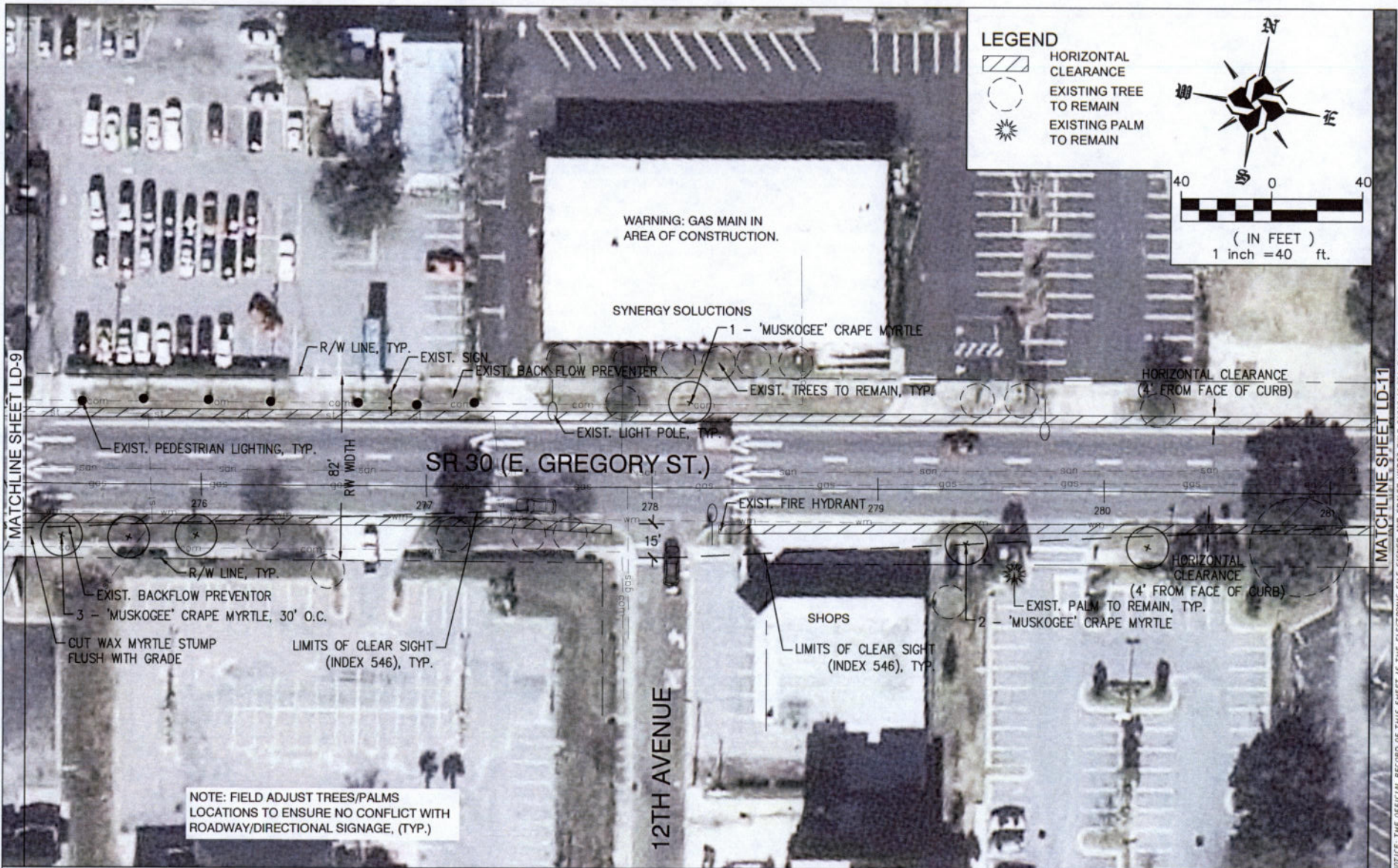
GENESIS GROUP
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 GGI, LLC dba GENESIS GROUP
 2507 CALLAWAY ROAD, SUITE 100
 TALLAHASSEE, FL 32303
 CERTIFICATE OF AUTHORIZATION LC26000202

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
30	ESCAMBIA	433465-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-9

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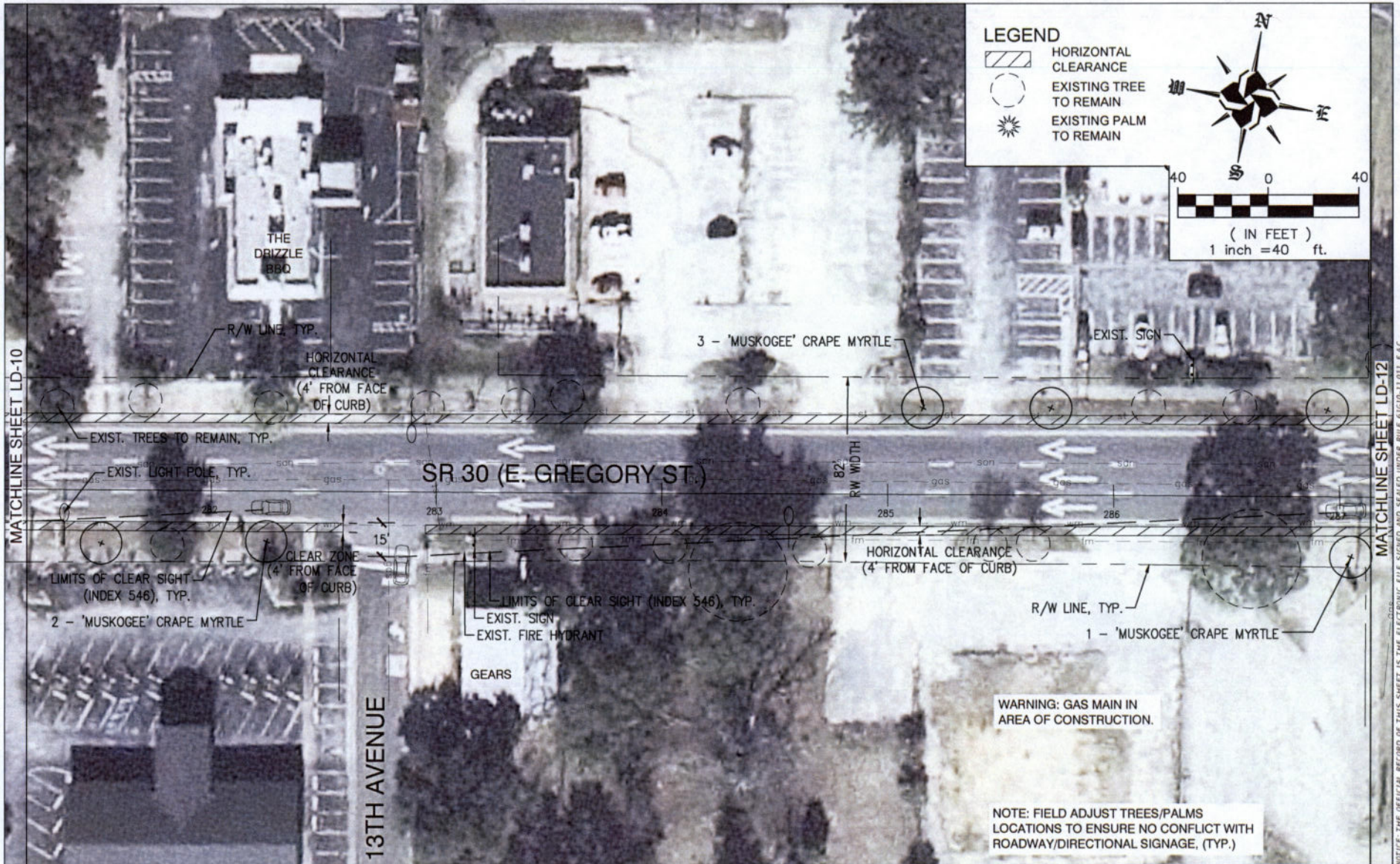
GENESIS GROUP
 JAMES S. GILMAN, R.L.A., 1628
 GGI, LLC dba GENESIS GROUP
 2507 CALLAWAY ROAD, SUITE 100
 TALLAHASSEE, FL 32303
 CERTIFICATE OF AUTHORIZATION LC26000202

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
30	ESCAMBIA	433465-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-10

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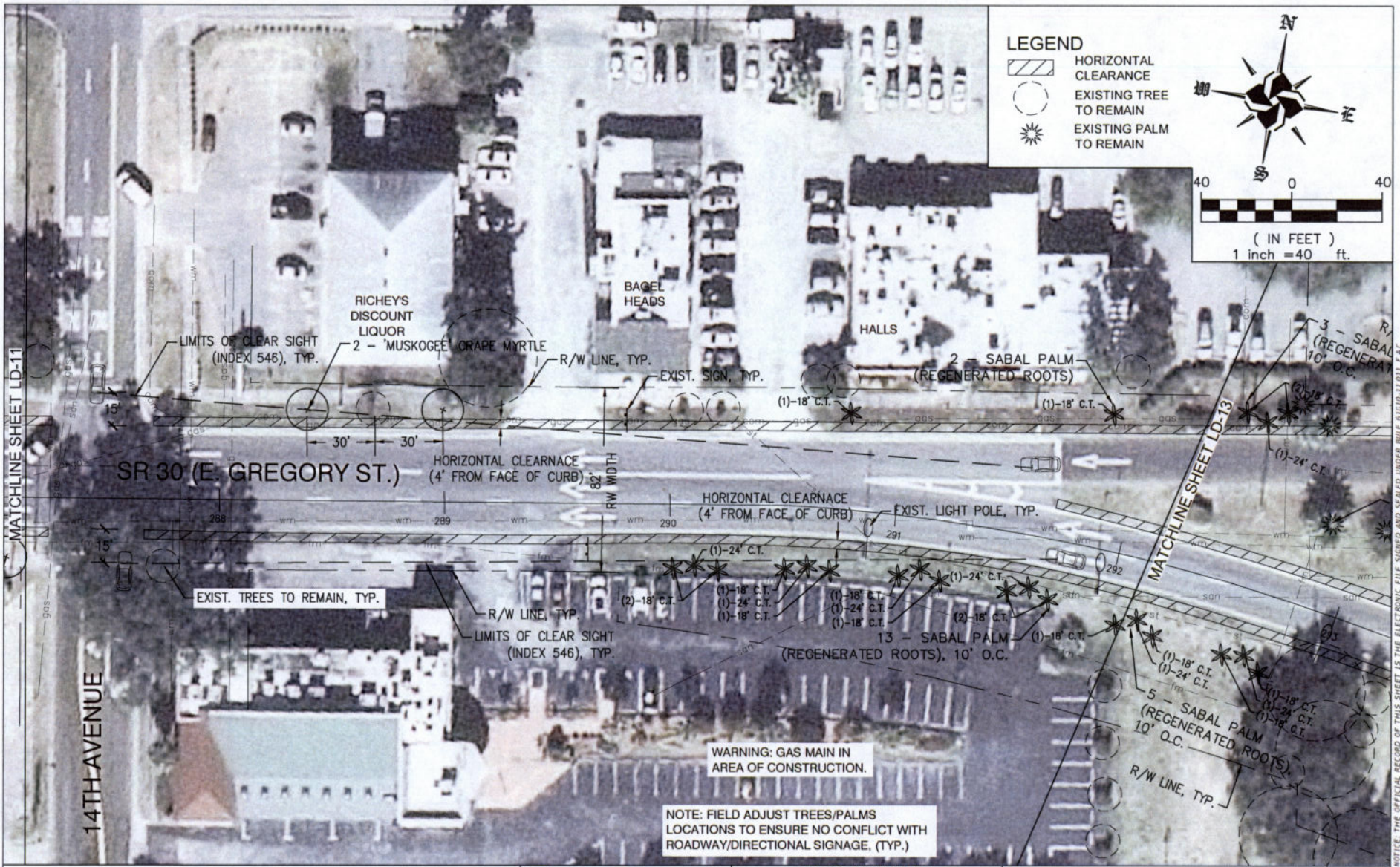
GENESIS GROUP
 JAMES S. GILMAN, R.L.A. 1628
 GGI, LLC dba GENESIS GROUP
 2507 CALLAWAY ROAD, SUITE 100
 TALLAHASSEE, FL 32303
 CERTIFICATE OF AUTHORIZATION LC26000202

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
30	ESCAMBIA	433465-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-11

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STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
30	ESCAMBIA	433465-1-52-01

LANDSCAPE PLAN

SHEET NO.
 LD-12




NOTE: FIELD ADJUST TREES/PALMS LOCATIONS TO ENSURE NO CONFLICT WITH ROADWAY/DIRECTIONAL SIGNAGE, (TYP.)

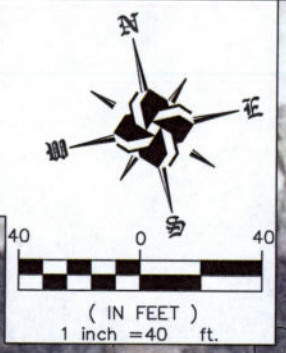
WARNING: GAS MAIN IN AREA OF CONSTRUCTION.

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LEGEND

-  HORIZONTAL CLEARANCE
-  EXISTING TREE TO REMAIN
-  EXISTING PALM TO REMAIN



MATCHLINE SHEET LD-12

MATCHLINE SHEET LD-14

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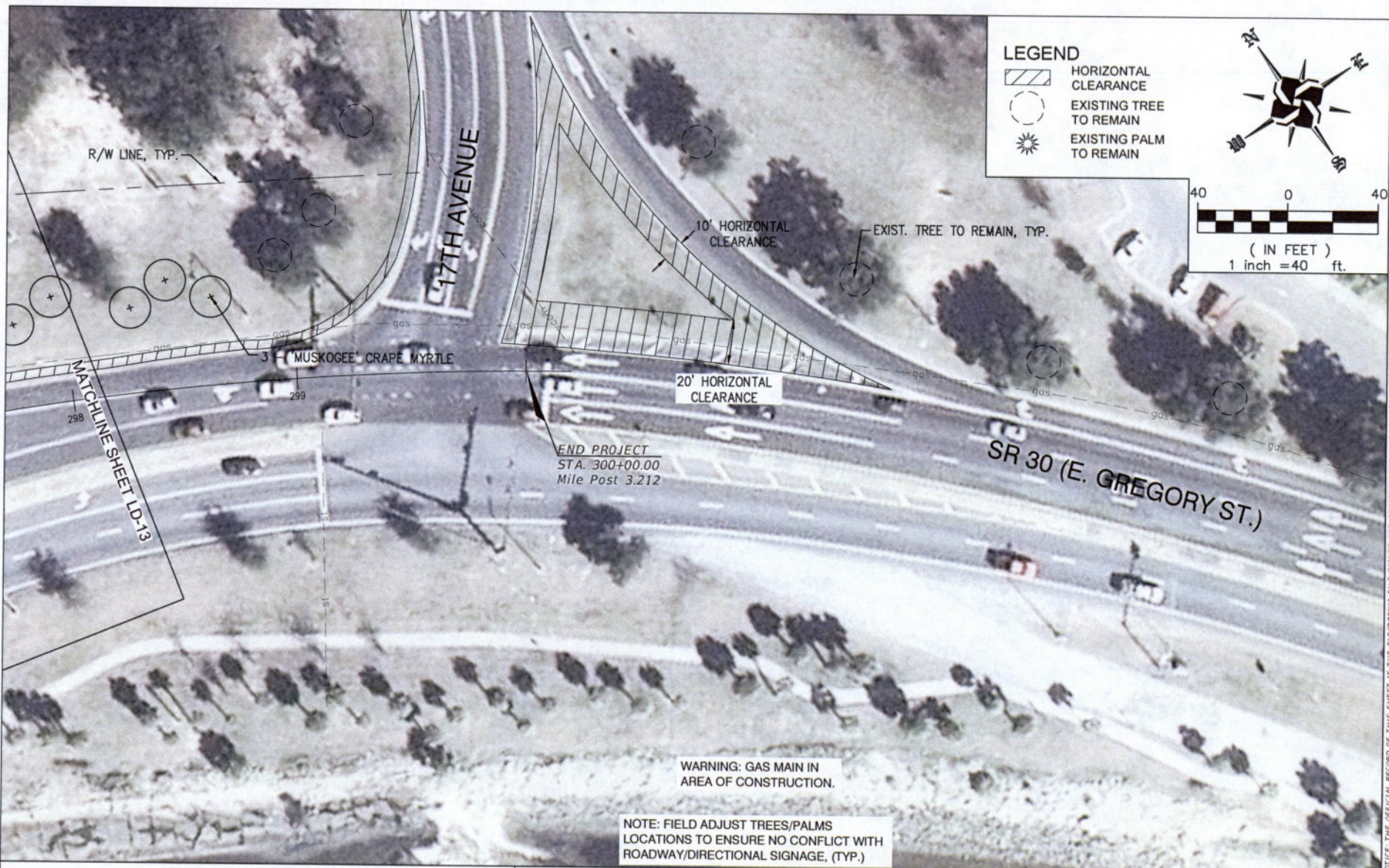
DATE	DESCRIPTION	DATE	DESCRIPTION

GENESIS GROUP
 JAMES S. GILMAN, R.L.A., 1628
 GGI, LLC dba GENESIS GROUP
 2507 CALLAWAY ROAD, SUITE 100
 TALLAHASSEE, FL 32303
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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
30	ESCAMBIA	433465-1-52-01

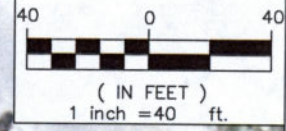
LANDSCAPE PLAN

SHEET NO.
LD-13



LEGEND

-  HORIZONTAL CLEARANCE
-  EXISTING TREE TO REMAIN
-  EXISTING PALM TO REMAIN



WARNING: GAS MAIN IN AREA OF CONSTRUCTION.

NOTE: FIELD ADJUST TREES/PALMS LOCATIONS TO ENSURE NO CONFLICT WITH ROADWAY/DIRECTIONAL SIGNAGE, (TYP.)

DATE	DESCRIPTION	DATE	DESCRIPTION

GENESIS GROUP
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
30	ESCAMBIA	433465-1-52-01

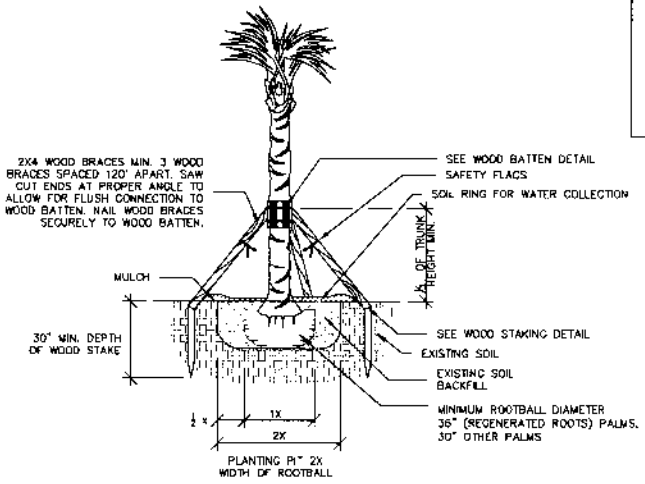
LANDSCAPE PLAN

SHEET NO.
LD-14

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LEGEND

-  HORIZONTAL CLEARANCE
-  EXISTING TREE TO REMAIN
-  GRAPE MYRTLE MULTI-TRUNK, 65 GALLON
-  SABAL PALM



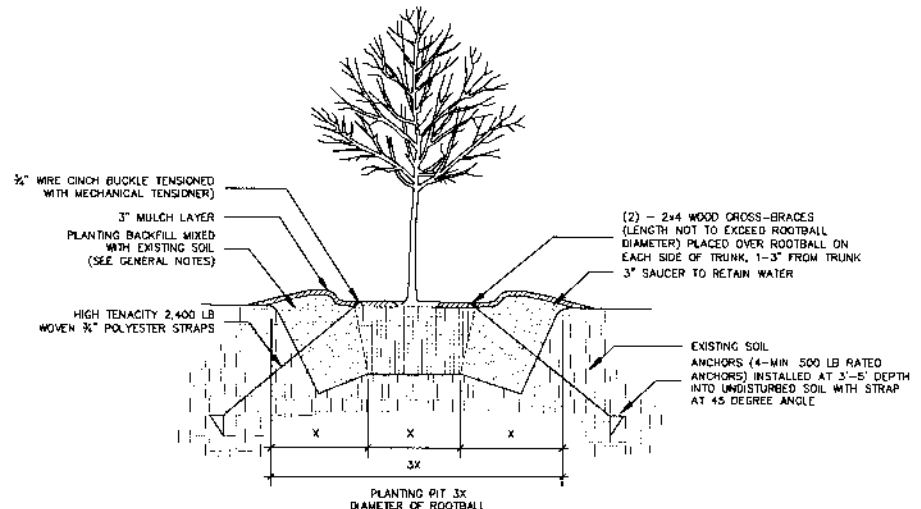
SABAL PALM PLANTING UP TO 24' CLEAR TRUNK

N.T.S.

PLANTING REQUIREMENTS:

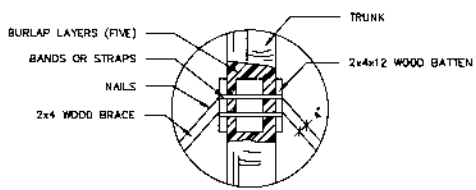
THE CONTRACTOR SHALL PREPARE FOR PLANTING AS FOLLOWS:

1. STAKE LOCATIONS AND LIMITS OF PLANTS TO REFLECT PLANS TO GREATEST EXTENT POSSIBLE. COORDINATE WITH ENGINEER TO VIEW LAYOUT AND STAKE TREE AND PALM LOCATIONS ON SITE. CONTRACTOR SHALL MAKE MODIFICATIONS AS MAY BE REQUESTED.
2. ONCE TREE AND PALM LOCATIONS ARE STAKED, AND CONFIRMED TO NOT BE IN CONFLICT WITH TRAFFIC CONTROL SIGNAGE, LIMITS OF CLEAR SIGHT, UTILITIES OR OTHER CONFLICTS, EXCAVATE PLANTING PITS AT DIAMETER / SIZE DETAILED, THE DEPTH OF THE HOLE SHALL BE TWO (2) INCHES SHALLOWER THAN THE ROOT BALL, THEN DIG DEEPER AROUND THE HOLE'S PERIMETER, CREATING A FIRM CENTRAL PLATEAU SO THAT EXCESS WATER WILL FLOW AWAY FROM ROOT BALL.
3. PLACE THE ROOT BALL ON THE PLATEAU, MAKING SURE IT IS 1 TO 1 1/2 INCHES HIGHER THAN THE SURROUNDING SOIL.
4. FILL AND TAMP LIGHTLY AROUND EACH AND EVERY PLANT, FLUSH WITH WATER AND MAKE ADJUSTMENTS TO PROVIDE PROPERLY SET PLANT MATERIAL WITH THE TOP OF ROOT BALL EVEN WITH FINISHED GRADE AND WITH ROOT FLARE ABOVE GRADE. FOR TREES, INSTALL DIETARD (OR APPROVED EQUAL) WITH BACKFILL PER MANUFACTURER RECOMMENDATIONS.
5. BUILD SAUCER TO CONTAIN WATER AROUND EACH TREE AND PALM PLANTING PIT. REMOVE EXCESS EXCAVATED SOIL FROM THE SITE.
6. MULCH WITH FULL LENGTH, FRESHLY BALED PINE NEEDLES, FREE OF ANY OTHER MATERIAL TO ACHIEVE A MINIMUM (COMPRESSED DEPTH) MEASUREMENT OF 3" TO COVER THE WIDTH OF EACH INDIVIDUAL PLANTING PIT. KEEP MULCH OFF THE PLANT'S FOLIAGE.
7. CONTINUE TO WATER AS PER GENERAL NOTES.



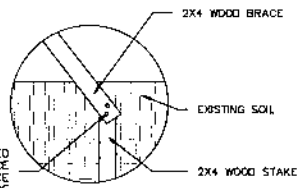
30 GAL TREES AND LARGER WITH UNDERGROUND BRACING PLANTING DETAIL

N.T.S.



WOOD BATTEN DETAIL FOR PALMS UP TO 24' CLEAR TRUNK

N.T.S.



WOOD STAKING DETAIL FOR PALMS UP TO 24' CLEAR TRUNK

N.T.S.

WITH BOARDS POSITIONED FACE TO FACE, NAIL BRACE SECURELY TO WOOD STAKE BELOW FINISHED GRADE


NOTE: STAKE INTO FIRM, EXISTING SOIL

REVISIONS				GENESIS GROUP JAMES S. GILMAN, R.L.A. 1678 GGI, LLC dba GENESIS GROUP 2567 CALLAWAY ROAD, SUITE 100 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION LC26000202	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE DETAILS	SHEET NO. LD-15
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					30	ESCAMBIA	433465-1-52-01		

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILED SIGNATURE AND SEALED UNDER RULE 61G10-1.001, F.A.C.



LEGEND

 INCLUDED WITHIN MAINTENANCE LIMITS

ESTABLISHMENT PERIOD MAINTENANCE LIMITS

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

DATE	DESCRIPTION	DATE	DESCRIPTION

GENESIS GROUP
 JAMES S. GILMAN, R.L.A., 1628
 GGI, LLC dba GENESIS GROUP
 2507 CALLAWAY ROAD, SUITE 100
 TALLAHASSEE, FL 32303
 CERTIFICATE OF AUTHORIZATION LC26000202

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
30	ESCAMBIA	433465-1-52-01

LANDSCAPE DETAILS

SHEET NO.
LD-16


COUNCIL MEMORANDUM

July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:510



SPONSOR: Ashton J. Hayward, III, Mayor 

SUBJECT: Mayoral Re-Appointment – Downtown Improvement Board

MOTION:

That City Council confirm the Mayoral re-appointment of Burney H. Merrill to the Downtown Improvement Board (DIB) for a term of three years expiring June 30, 2016.

AGENDA: _____ Regular X Consent

Hearing Required: Public _____ Quasi-Judicial _____ No Hearing Required X

SUMMARY:

The Downtown Improvement Board is a quasi-governmental, not-for-profit agency created in 1972 for the purpose of physically, economically and socially revitalizing downtown Pensacola. The DIB coordinates the marketing and promotion of the 44 block central business core of downtown Pensacola.

The DIB was created by Special Act of the Florida Legislature (Laws of Fla., Ch. 72-655) and is to be composed of five members appointed by the Mayor and confirmed by City Council. Members must be owners of realty within the downtown area, subject to ad valorem taxation, or a lessee thereof required by lease to pay taxes. No voting member may be a City or County officer or employee.

PRIOR ACTION:

All members of the DIB are appointed by the Mayor for three year terms.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

1) Member List

PRESENTATION:

No.

July 9, 2013

Board: Downtown Improvement Board

Term: THREE YEAR TERMS

Notes: COMPOSED OF FIVE (5) MEMBERS APPOINTED BY THE MAYOR AND CONFIRMED BY THE CITY COUNCIL. MEMBERS MUST BE OWNERS OF REALTY WITHIN THE DOWNTOWN AREA, SUBJECT TO AD VALOREM TAXATION, A LESSEE THEREOF REQUIRED BY LEASE TO PAY TAXES THEREON. NO VOTING MEMBER SHALL BE SERVING AS A CITY OR COUNTY OFFICER OR EMPLOYEE.

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Carson, Ed	Contractor/Developer	Mayor	0	2013	06/30/2013	05/28/2009	3	replaced Corbett Davis, Jr.(unexpired term)
Davis, Jr., Corbett	Business Owner/Jeweler	Mayor	0	2013	06/30/2014	06/23/2011	3	
Levin, Teresa (Teri) S.	Philanthropist	Mayor	0	2013	06/30/2014	05/23/2013	3	replaced Evan Levin
Merrill, Burney H.	Business	Mayor	4	2013	06/30/2013	06/21/2001	3	replaced Deborah Dunlap
Peacock, John		Mayor	0	2013	06/30/2015	09/27/2012	3	Replaced Robert Van Slyke
Spencer, Brian	Council Member	Mayor	1	2013	11/30/2014	01/27/2011	2	Ex officio member


COUNCIL MEMORANDUM

July 18, 2013



LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:509

SPONSOR: Ashton J. Hayward, III, Mayor 

SUBJECT: Mayoral Appointment – Downtown Improvement Board

MOTION:

That City Council confirm the Mayoral appointment of Susan Campbell Hatler to the Downtown Improvement Board (DIB) for a term of three years expiring June 30, 2016.

AGENDA: _____ Regular X Consent

Hearing Required: Public _____ Quasi-Judicial _____ No Hearing Required X

SUMMARY:

The Downtown Improvement Board is a quasi-governmental, not-for-profit agency created in 1972 for the purpose of physically, economically and socially revitalizing downtown Pensacola. The DIB coordinates the marketing and promotion of the 44 block central business core of downtown Pensacola.

The DIB was created by Special Act of the Florida Legislature (Laws of Fla., Ch. 72-655) and is to be composed of five members appointed by the Mayor and confirmed by City Council. Members must be owners of realty within the downtown area, subject to ad valorem taxation, or a lessee thereof required by lease to pay taxes. No voting member may be a City or County officer or employee.

PRIOR ACTION:

All members of the DIB are appointed by the Mayor for three year terms.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

- 1) Member List
- 2) Application of Interest

PRESENTATION:

No.

July 9, 2013

Board: Downtown Improvement Board

Term: THREE YEAR TERMS

Notes: COMPOSED OF FIVE (5) MEMBERS APPOINTED BY THE MAYOR AND CONFIRMED BY THE CITY COUNCIL. MEMBERS MUST BE OWNERS OF REALTY WITHIN THE DOWNTOWN AREA, SUBJECT TO AD VALOREM TAXATION, A LESSEE THEREOF REQUIRED BY LEASE TO PAY TAXES THEREON. NO VOTING MEMBER SHALL BE SERVING AS A CITY OR COUNTY OFFICER OR EMPLOYEE.

Name	Profession	Appointed By	No. of			First	Term	Comments
			Terms	Year	Exp Date			
Carson, Ed	Contractor/Developer	Mayor	0	2013	06/30/2013	05/28/2009	3	replaced Corbett Davis, Jr.(unexpired term)
Davis, Jr., Corbett	Business Owner/Jeweler	Mayor	0	2013	06/30/2014	06/23/2011	3	
Levin, Teresa (Teri) S.	Philanthropist	Mayor	0	2013	06/30/2014	05/23/2013	3	replaced Evan Levin
Merrill, Burney H.	Business	Mayor	4	2013	06/30/2013	06/21/2001	3	replaced Deborah Dunlap
Peacock, John		Mayor	0	2013	06/30/2015	09/27/2012	3	Replaced Robert Van Slyke
Spencer, Brian	Council Member	Mayor	1	2013	11/30/2014	01/27/2011	2	Ex officio member

Ericka Burnett

From: Web Master
Sent: Tuesday, June 11, 2013 4:49 PM
To: Ericka Burnett
Subject: Form submission from: Application for Mayoral Appointments

Submitted on Tuesday, 11 June 2013 - 4:48pm Submitted by anonymous user: 72.215.34.217 Submitted values are:

--Personal Information--

Name: Susan Campbell Hatler
Home Address: 2900 E. Gadsden Street, 32503
Business Address: 32. South Palafox Place, 32502
Preferred Contact Phone Number(s): 850-434-8948
Email: susan@susancampbelljewelry.com

--Details--

Are you a resident of the City? Yes
If yes, which district? 4
If yes, how long? 8 years
Do you own property within the City limits? Yes
Are you a registered voter in the City of Pensacola? Yes
Board(s) of interest: DIB
Please list the reasons for your interest in this position.: As a business owner within the DIB District I feel a duty and an obligation to the district as well as feel my experience in other communities, breadth of travel, innate creativity and fresh outlook on city living will be helpful in shaping my hometown, and my Downtown. I grew up in Pensacola and now have a young daughter and family and hope to give her all of the opportunities and cultural experiences of a big city with the safety, security and community of a small town.
Do you currently serve on a City board, authority, or commission?
No
If yes, which board?
Do you now hold public office? No
If so, what is the office?
Dual Office Holding: Yes

--Diversity--

Race: Caucasian
Gender: Female
Physically Disabled: No

Acknowledgement: I hereby certify that the statements and answers provided are true and accurate. I understand that any false statements may be cause for removal from a board or committee if appointed.

The results of this submission may be viewed at:
<http://www.cityofpensacola.com/node/939/submission/817>




COUNCIL MEMORANDUM

July 18, 2013

FOR INFORMATION

Memorandum Number: 2013:512

FROM: Ashton J. Hayward, III, Mayor 

SUBJECT: Progress Report on Implementation of MGT Disparity Study Recommendations

AGENDA: _____ Regular X Consent

SUMMARY:

MGT of America prepared a Disparity Study for the City and is under contract to assist with the implementation of the study's recommendations. A progress report through June 2013 has been prepared for Council's information.

PRIOR ACTION:

Council authorized a contract with MGT of America on 02/28/13.

STAFF CONTACT:

George J. Maiberger, Purchasing Manager and Lu Timothy May, Community Outreach Administrator

ATTACHMENTS:

1) Progress Report

PRESENTATION:

No.

July 1, 2013

Mr. George Maiberger
Director of Procurement
City of Pensacola
P.O. Box 12910
Pensacola, Florida 32521

Dear Mr. Maiberger:

MGT is pleased to submit our first progress report for your Program Implementation. This report covers project activities from May 1, through June 30, 2013.

This progress report and subsequent reports will inform you of our accomplishments since the project began, as well as indicate suggested corrective actions, when appropriate. In each progress report, we will review accomplishments since the previous report, discuss plans for the next time period, and detail actions or decisions required to maintain timely accomplishments. The following sections of this report provide narrative on our progress, which is grouped by the contracted work tasks for your reference.

Task 1.0 – Project Management – In Process.

MGT and the City of Pensacola staff will meet as needed via teleconference or in person to discuss project tasks and upcoming activities.

Task 2.0 – Initiate Project and Finalize Work Plan – Complete.

Task 3.0 – Review Policy, Procedures, and Programs – In Process.

MGT continues to review other governmental entities M/WBE Programs. As indicated in our previous progress report, we're reviewing the following programs.

- City of Orlando
- City of Jacksonville
- State of Florida
- Polk County
- City of Tampa
- Portsmouth Public Schools, VA
- City of Tulsa, OK
- City of Greensboro, NC
- City of Dayton, OH

Elements of the programs that we are reviewing include, but not limited to:

1. Types of business categories included in the program,
2. If there are project specific or annual M/WBE goals established,

George Maiberger
July 1, 2013
Page 2

3. Program compliance elements and who is responsible for compliance,
4. Outreach efforts to encourage M/WBEs to bid,
5. If there are private or other governmental partnerships established to encourage M/WBE growth and development,
6. How M/WBE firms are identified, i.e. local, regional, or state certification

The programs we identified above were selected because each incorporates many of the elements we propose to address in your program. The relevant program review should be completed within the next 30 days.

Task 4.0 – Develop M/WBE Program Requirements – In Process.

MGT continued to work with the City regarding the requirements for contract management software to track participation, bids, and expenditures of M/WBEs. The City is scheduled to view a web demo from a software vendor during the month of June.

MGT developed an outline of the proposed S/M/WBE policy. The draft outline is provided with this report.

Task 5.0 – Implement New Policies and Procedures – Pending.

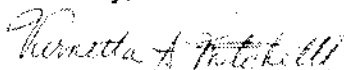
Major Activities Over Next Reporting Period

Activities to be accomplished over the next reporting period:

- Complete draft review of relevant programs.
- Finalize draft of program policies and procedures.
- Finalize contracts with subcontractors.
- Schedule next on-site meeting for the month of July.

Please call me at (704) 531-4099 if you have any questions about this report or need additional information.

Sincerely,


Vernetta A. Mitchell
Project Director

cc: Reginald Smith




COUNCIL MEMORANDUM

July 18, 2013

FOR INFORMATION

Memorandum Number: 2013:524

FROM: Ashton J. Hayward, III, Mayor 

SUBJECT: Edward Byrne Memorial Justice Assistance Grant (JAG) Program **(Local Solicitation)**

AGENDA: _____ Regular X Consent

SUMMARY:

The Pensacola Police Department will be submitting a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program (Local Solicitation) for funding to purchase in-car printers for police vehicles. The department is eligible to receive up to \$28,859.

The JAG Program blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs (under Title XI-Department of Justice Reauthorization) to provide agencies with the flexibility to prioritize and place justice funds where they are most needed. The JAG Program allows states, tribes and local governments to support a broad range of activities to prevent and control crime based upon local needs and conditions. Matching funds are not required under the JAG Program.

PRIOR ACTION:

None.

STAFF CONTACTS:

Chip W. Simmons, Chief of Police

ATTACHMENTS:

None.

PRESENTATION:

No.




COUNCIL MEMORANDUM

July 18, 2013

FOR INFORMATION

Memorandum Number: 2013:525

FROM: Ashton J. Hayward, III, Mayor 

SUBJECT: Edward Byrne Memorial Justice Assistance Grant (JAG) Program (State Solicitation)

AGENDA: _____ Regular X Consent

SUMMARY:

The Pensacola Police Department will be submitting a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program (State Solicitation) for funding to purchase police radios and radio equipment for officers plus overtime for gun crime reduction. The department is eligible to receive up to \$40,000.

The JAG Program blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs (under Title XI-Department of Justice Reauthorization) to provide agencies with the flexibility to prioritize and place justice funds where they are most needed. The JAG Program allows states, tribes and local governments to support a broad range of activities to prevent and control crime based upon local needs and conditions. Matching funds are not required under the JAG Program.

PRIOR ACTION:

None.

STAFF CONTACT:

Chip W. Simmons, Chief of Police

ATTACHMENTS:

None.

PRESENTATION:

No.




COUNCIL MEMORANDUM

July 18, 2013

FOR INFORMATION

Memorandum Number: 2013:511

FROM: Ashton J. Hayward, III, Mayor 

SUBJECT: 12TH Avenue at Carpenter's Creek Stormwater Enhancement Project - Revised Engineering Design Fee

AGENDA: _____ Regular X Consent

SUMMARY:

Hatch Mott Macdonald, Inc. (HMM) was issued a Service Authorization (SA) effective November 12, 2009 for Professional Engineering services in the preparation of construction documents and permit applications for the 12th Avenue and Carpenter's Creek Stormwater Enhancement Project in the amount of \$69,470.00.

At this time, additional design fees are required in the amount of \$6,680.00 in order to update initial Task #5 of the SA, now identified as Task #1. These additional fees are required to address certain unforeseen utility conditions/conflicts associated with the construction plans for the pending 12th Ave. Bridge replacement by FDOT. With HMM working under the current service authorization, additional funding is required to cover the limited increase in scope of services and associated fees as noted in the attachment.

PRIOR ACTION:

22 OCT 2009 – Council approved Service Authorization #1 with HMM for engineering services.

FUNDING:

Budgeted:	\$787,570.00 (FY13 -current)
	<u>\$155,000.00 (FY14 -proposed)</u>
	\$942,570.00 (Total)
Actual:	\$ 69,470.00 (previously approved)
	<u>\$ 6,680.00 (currently proposed)</u>
	\$ 76,150.00 (Total)

FINANCIAL IMPACT:

The 12th Avenue at Carpenter's Creek project is funded by the Stormwater Capital Project Fund with a current balance of \$786,996.00 for FY13 and an additional \$155,000.00 proposed for FY14. The combined amount for FY13 and FY14 will provide budgeting for the entire project including all design, project management and ultimately construction to take place in FY14. The previously approved design fee of \$69,470.00 and the proposed additional amount of \$6,680.00 will be covered under this project budget.

Council Memorandum
12th Avenue & Carpenter's Creek Stormwater Enhancement Project – Revised
Engineering Design Fee
July 18, 2013
Page 2

STAFF CONTACT:

L. Derrick Owens, P.E., Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- (1) Man-hour and Fee Estimate
- (2) Service Authorization #1
- (3) Committee Memo October 19, 2009

PRESENTATION:

No.

**City of Pensacola - Continuing Services Contract - Public Works
MANHOUR AND FEE ESTIMATE**

13th Ave @ Bayou Tower Drainage Improvements Plans Update

2020/21 Year meeting with City Engineering

	Senior PM (\$175/hr)		Senior Eng (\$143/hr)		Eng (\$105/hr)		Technician (\$75/hr)		Technician I (\$65/hr)		Welded Solderer (\$110/hr)		Survey Crew (\$130/hr)		P.L.S. (\$110/hr)		Carbide TIRE (subcontractor)	Total	
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee			
Task 1 - Construction Plans																			
Update Construction Plans	7.0	\$ 1,225.00	14.0	\$ 2,002.00	0.0	\$ -	22.0	\$ 1,650.00	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,777.00
Preparation of Cost Estimates	1.0	\$ 175.00	6.0	\$ 858.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,033.00
Utility Coordination (including 2 meetings)	0.0	\$ -	4.0	\$ 572.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 572.00
Prepare Specifications / Bid Documents	0.0	\$ -	2.0	\$ 286.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 286.00
Total Task 1	7.0	\$ 1,225.00	20.0	\$ 2,840.00	0.0	\$ -	22.0	\$ 1,650.00	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,695.00
Task 2 Bidding and Construction Assistance																			
Pre-Bid Conference	1.0	\$ 175.00	0.0	\$ -	1.0	\$ 105.00	1.0	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	\$ -	\$ -	\$ -	\$ 355.00
Address RFPs / Addendums, etc.	2.0	\$ 350.00	0.0	\$ -	2.0	\$ 210.00	1.0	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	\$ -	\$ -	\$ -	\$ 635.00
Evaluate Bids and Recommend Award	2.0	\$ 350.00	0.0	\$ -	2.0	\$ 210.00	1.0	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	\$ -	\$ -	\$ -	\$ 735.00
Attend Pre-Construction Conference	1.0	\$ 175.00	0.0	\$ -	2.0	\$ 210.00	1.0	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	\$ -	\$ -	\$ -	\$ 560.00
Contract Administration (shop drawings, milestone site visits)	1.0	\$ 175.00	0.0	\$ -	16.0	\$ 1,680.00	8.0	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	\$ -	\$ -	\$ -	\$ 2,455.00
Prepare As-Built Plans	1.0	\$ 175.00	0.0	\$ -	1.0	\$ 105.00	10.0	\$ 750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	\$ -	\$ -	\$ -	\$ 1,030.00
Total Task 2	8.0	\$ 1,375.00	0.0	\$ -	24.0	\$ 2,400.00	14.0	\$ 1,050.00	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	\$ -	\$ -	\$ -	\$ 4,825.00
Task 3 Permitting																			
Prepare and submit NWP/MD Runoff Permit	4.0	\$ 700.00	4.0	\$ 572.00	4.0	\$ 420.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ 1,692.00
Respond to NWP/MD questions / comments	2.0	\$ 350.00	2.0	\$ 286.00	4.0	\$ 420.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ 1,056.00
Total Task 3	6.0	\$ 1,050.00	6.0	\$ 858.00	8.0	\$ 840.00	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ 2,748.00
Grand Total Tasks 1-3	19.0	\$ 3,645.00	26.0	\$ 4,648.00	22.0	\$ 2,100.00	50.0	\$ 3,750.00	0.0	\$ -	\$ -	\$ -	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ 14,970.00

SERVICE AUTHORIZATION (SA)

Date of this SA: November 12, 2009
Service Authorization No: 01
Job No.: 12th Ave. @ Carpenter Creek Stormwater Improvement Project

This Service Authorization, when executed, shall be incorporated in and shall become an integral part of the original Master Agreement dated June, 2009 between City of Pensacola (CITY) and Hatch Mott MacDonald Florida, Inc. (CONSULTANT).

I. Project Description:

The project consists of providing professional engineering services to design and prepare construction documents for the stormwater improvements to the 12th Ave. drainage system discharging to Bayou Texar/Carpenter Creek.

II. Scope of Services:

The scope of services is detailed in Attachments A.

III. Items to be furnished by the CITY at no expense to the CONSULTANT:

A. Any existing data or drawing related to the traffic signal operation cover under subject project.

Additionally, the CITY shall provide data prepared by or services required of others as necessary, materials and equipment; appropriate professional interpretations of all of the forgoing, all of which the CONSULTANT will rely upon in performing services. It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by CONSULTANT without independent verification of the same, unless the CONSULTANT has reason to believe that verification is prudent.

IV. Time of Performance:

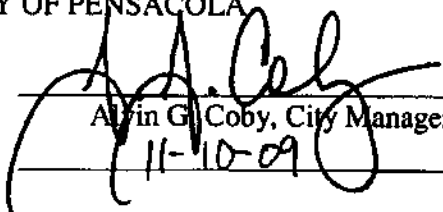
The Scope of Services will be completed within 120 working days after receipt of Notice to Proceed except for delays beyond the reasonable control of the CONSULTANT. The above noted items of performance are not, however, a warranty or guarantee that the noted services will be completed within such period.

V. Fees to be paid:

For the Scope of Services outlined in Attachments A, the CONSULTANT shall be paid a not-to-exceed fee based upon the rates ad hours as shown in Attachments A. CONSULTANT shall obtain approval from CITY for any additional effort beyond estimates.

Project Totals:	\$69,470.00
------------------------	--------------------

CITY OF PENSACOLA

By: 
Alvin G. Coby, City Manager

Date: 11-10-09

Attest:

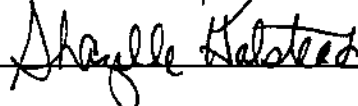

Ericka Burnett, City Clerk

Hatch Mott MacDonald Florida, Inc.
CONSULTANT

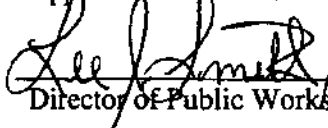
By: 

Christopher Spearing, Exec. V. P.
Print Name & Title

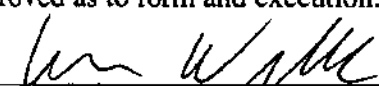
Witness: 



Approved as to content:

 FOR AL GARZA
Director of Public Works

Approved as to form and execution:


City Attorney

**City of Pensacola - Continuing Service Contract - Public Works
MANHOUR AND FEE ESTIMATE**

12th Ave @ Bayou Tender Drainage Improvements

10/23/2009 per City Engineering Scope Revisions

TASK / Description	Senior PM (\$170/hr)		Senior Eng (\$145/hr)		Eng (\$125/hr)		Technician I (\$75/hr)		Technician II (\$65/hr)		Method Specialist (\$110/hr)		Survey Crew (\$150/hr)		PLS (\$110/hr)		Crews TBE (subcontracted)	Total
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee		
Task 1 Survey																		
Field Crew	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.00	\$ -	32.0	\$ 4,640.00		\$ -		\$ 4,640.00
Survey Technician	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	34.0	\$ 1,560.00	0.00	\$ -		\$ -		\$ -		\$ 1,560.00
PLS Review	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.00	\$ -		\$ -	6.0	\$ 660.00		\$ 660.00
Total Task 1	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	34.0	\$ 1,560.00	0.00	\$ -	32.0	\$ 4,640.00	6.0	\$ 660.00		\$ 6,860.00
Task 2 Geotechnical - Not Included (By Others)																		
Task 3 Basin Analysis and Concept Analysis Report																		
Field Review Basins and Data Collection	2.0	\$ 340.00	4.0	\$ 580.00	5.0	\$ 625.00	0.0	\$ -	0.0	\$ -	0.00	\$ -		\$ -		\$ -		\$ 1,545.00
Research viable treatment mechanisms	4.0	\$ 680.00	4.0	\$ 580.00	8.0	\$ 1,000.00	0.0	\$ -	0.0	\$ -	0.00	\$ -		\$ -		\$ -		\$ 2,260.00
Prepare Concept Plan / Concept Analysis Report	4.0	\$ 680.00	4.0	\$ 580.00	16.0	\$ 2,000.00	16.0	\$ 1,200.00	0.0	\$ -	0.00	\$ -		\$ -		\$ -		\$ 4,220.00
Total Task 3	10.0	\$ 1,700.00	12.0	\$ 1,740.00	29.0	\$ 3,625.00	16.0	\$ 1,200.00	0.00	\$ -	0.00	\$ -	0.0	\$ -	0.0	\$ -		\$ 3,165.00
Task 4 - SUE - Corridor TBE (Subcontracted)																		
Level B Designing - Marking (1600 ft)																	\$1,500.00	\$1,500.00
Level A Designing (VVH) - 8 inch holes at 500 each																	\$4,000.00	\$4,000.00
Total Task 4																	\$7,500.00	\$7,500.00
Task 5 - Construction Plans																		
Prepare Construction Plans	12.0	\$ 2,040.00	10.0	\$ 1,450.00	40.0	\$ 5,000.00	140.0	\$ 10,500.00	0.0	\$ -		\$ -		\$ -		\$ -		\$ 16,990.00
Preparation of Cost Estimates	5.0	\$ 850.00	10.0	\$ 1,450.00	10.0	\$ 1,250.00	10.0	\$ 750.00	0.0	\$ -		\$ -		\$ -		\$ -		\$ 3,300.00
Utility Coordination (includes 2 meetings)	2.0	\$ 340.00	2.0	\$ 290.00	0.0	\$ -	0.0	\$ -	0.0	\$ -		\$ -		\$ -		\$ -		\$ 630.00
Prepare Specifications / Bid Documents	2.0	\$ 340.00	2.0	\$ 290.00	0.0	\$ -	0.0	\$ -	0.0	\$ -		\$ -		\$ -		\$ -		\$ 630.00
Total Task 5	21.0	\$ 3,570.00	24.0	\$ 3,580.00	50.0	\$ 6,250.00	150.0	\$ 11,250.00	0.00	\$ -	0.00	\$ -	0.0	\$ -	0.0	\$ -		\$ 19,650.00
Task 6 Bidding and Construction Assistance																		
Pre-Bid Conference	1.0	\$ 170.00	0.0	\$ -	1.0	\$ 125.00		\$ -		\$ -		\$ -		\$ -	0.0	\$ -		\$ 320.00
Address RFIs / Addendums, etc.	2.0	\$ 340.00	0.0	\$ -	2.0	\$ 250.00		\$ -		\$ -		\$ -		\$ -	0.0	\$ -		\$ 590.00
Evaluate Bids and Recommend Award	2.0	\$ 340.00	0.0	\$ -	2.0	\$ 250.00		\$ -		\$ -		\$ -		\$ -	0.0	\$ -		\$ 590.00
Attend Pre-Construction Conference	2.0	\$ 340.00	0.0	\$ -	2.0	\$ 250.00		\$ -		\$ -		\$ -		\$ -	0.0	\$ -		\$ 590.00
Contract Administration (shop drawings, visitation site visits)	1.0	\$ 170.00	0.0	\$ -	16.0	\$ 2,000.00	0.0	\$ 600.00		\$ -		\$ -		\$ -	0.0	\$ -		\$ 2,770.00
Prepare As-Built Plans	1.0	\$ 170.00	0.0	\$ -	1.0	\$ 125.00	10.0	\$ 750.00		\$ -		\$ -		\$ -	0.0	\$ -		\$ 1,050.00
Total Task 6	8.0	\$ 1,320.00	0.0	\$ -	21.0	\$ 3,445.00	10.0	\$ 1,350.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -		\$ 5,220.00
Task 7 Project Coordination																		
Progress Meetings / Reports	0.0	\$ 1,360.00	0.0	\$ -	1.0	\$ 125.00		\$ -		\$ -		\$ -		\$ -	0.0	\$ -		\$ 1,470.00
Key Staff Meetings (four meetings)	6.0	\$ 1,020.00	0.0	\$ -	0.0	\$ -		\$ -		\$ -		\$ -		\$ -	0.0	\$ -		\$ 1,020.00
Meeting with Permitting Agencies	4.0	\$ 680.00	0.0	\$ -	4.0	\$ 500.00		\$ -		\$ -		\$ -		\$ -	0.0	\$ -		\$ 1,180.00
Utility Coordination Meetings (two meetings)	4.0	\$ 680.00	0.0	\$ -	0.0	\$ -		\$ -		\$ -		\$ -		\$ -	0.0	\$ -		\$ 680.00
Total Task 7	14.0	\$ 4,740.00	0.0	\$ -	15.0	\$ 1,775.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -		\$ 6,795.00
Task 8 Permitting																		
Prepare and submit NWFWMID Bayfile Permit	4.0	\$ 680.00	4.0	\$ 580.00	4.0	\$ 500.00		\$ -		\$ -		\$ -		\$ -	0.0	\$ -		\$ 1,760.00
Respond to NWFWMID questions/comments	2.0	\$ 340.00	2.0	\$ 290.00	4.0	\$ 500.00		\$ -		\$ -		\$ -		\$ -	0.0	\$ -		\$ 1,130.00
Total Task 8	6.0	\$ 1,020.00	6.0	\$ 870.00	8.0	\$ 1,000.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -		\$ 2,770.00
Grand Total Tasks 1-8	70.0	\$ 11,900.00	32.0	\$ 11,090.00	159.0	\$ 17,095.00	154.0	\$ 13,000.00	24.0	\$ 1,560.00	0.0	\$ -	32.0	\$ 4,640.00	6.0	\$ 690.00	\$7,500.00	\$ 48,470.00

Breakdown of Services			Percentage of Fee Based on Construction Value of \$440,000
Survey	\$	6,860.00	1.6%
City Engineering	\$	21,000.00	4.8%
SUE Services	\$	7,500.00	1.7%
Grand Total	\$	35,360.00	8.0%

Scope of Services
12th Ave. at Bayou Texar Bridge Stormwater Treatment Improvements
Revised per 10/06/2009 comments from City Engineering

City of Pensacola Public Works – HMM CCSP00EE01

The Public Works Department for the City of Pensacola met with Hatch Mott MacDonald (HMM) on September 14th, 2009 to discuss the stormwater drainage outfall on the north and south sides of the Bayou Texar Bridge on 12th Ave. HMM was tasked to develop a scope of services to provide stormwater treatment mechanisms for the north and south outfall pipes at Bayou Texar. The detailed Scope of Services for the project is described below.

It is our understanding from discussion with City staff that flood control within this system is not an issue and therefore will not be addressed. The pipe network to the south of the bridge currently outfalls through a 36" RCP into Bayou Texar. There is very little to no treatment of stormwater within the basin contributing to the south outfall. The pipe network to the north of the bridge currently outfalls through a 30" RCP into Bayou Texar. There is treatment within this northern basin from small areas of more recent development (i.e. Whispers Subdivision), however, a majority of the stormwater discharging at this location is untreated. It is the City's desire to provide a structural system upstream of both the north and south outfalls to capture and treat as much of the stormwater as practical within the existing City right of way of 12th Ave. to meet the City's established goal of 80% removal of total suspended solids (TSS). HMM will analyze and design a stormwater treatment system for both the north and south outfalls to accomplish this goal. The treatment system will include mechanisms to reduce the gross pollutants currently entering Bayou Texar from these outfalls. It is important to note that this project will not be adding additional capacity to the pipe networks within these basins, but will provide stormwater treatment only.

D) Field Survey

Consultant will utilize the existing plans prepared by City of Pensacola Engineering titled "12th Ave.: Widening Project Fairfield Dr. to Bayou Blvd" as a basis for plan development. The information contained on these plans will be field verified for accuracy and any new or missing features will be field located. The survey limits will be from Euclid Street to the west to Ellison St. to the east and will include:

- a. Utility location survey;
- b. Drainage structures locations and inverts,
- c. Topographic features including existing monuments, building corners, shrubbery, trees, mailboxes, power poles, fire hydrants, etc. within the survey limits; lift station
- d. Existing control points, section lines, and rights-of-way.

- e. Establish benchmarks along 12th Ave. north and south of the Bayou Texar Bridge.

Deliverables provided by Consultant – Design survey, control points and stationing, cross sections, topographic information.

Information to be provided by City – City of Pensacola plans for 12th Ave Widening with any existing survey control data.

II) Geotechnical

Geotechnical Investigation and Report is not include in HMM's scope of services

Information to be provided by City – Geotechnical Report summarizing boring results and recommendations

III) Stormwater Basin Analysis and Development of Alternative Concept Plans

HMM will delineate the drainage basins contributing to both the north and south outfalls based upon existing City GIs drainage basin maps and field observations. These areas will be used to develop the necessary "treatment area" for use in the design of the stormwater treatment system. A model to analyze the conveyance capacity of the system will not be included in this Scope of Services. HMM will review and analyze at least two (2) proprietary stormwater treatment systems (i.e. Contech Vortech Chambers, ADS treatment chambers, etc.) at the City's direction. The analysis will include a Concepts Analysis report which will summarize potential pollutant load reduction, constructability, maintenance issues and estimated cost for each system. After review and input by the City, a final report will be issued with a recommendation on the type of treatment system to be carried forward into design and construction.

IV) Subsurface Utility Engineering (SUE) – Cardo TBE (*sub consultant*)

Cardo TBE will provide Level "B" designating-marking, as defined in the FDOT Utility Accommodation Manual, for the east side of 12th Ave. from Euclid Ave. to the Bayou Texar Bridge, and on the west side of 12th Ave. from the Bayou Texar Bridge to Ellison Rd. –3600 lf total estimated designating-marking. HMM will survey the horizontal marked location of these utilities after completion.

Cardo TBE will provide Level "A" locates (or Verified Vertical Horizontal (VVH) locates) for the two proposed treatment vault locations, once they are determined - estimated at 8 test holes. HMM will survey the elevation and location of these test holes after completion.

Deliverables provided by Consultant – Utility Marking - Designating

V) Construction Documents

- a. Consultant will provide the necessary analysis and design to prepare and deliver construction plans for the new stormwater treatment system for the existing north and south stormwater outfalls into Bayou Texar. Structural analysis of any temporary shoring or bracing is not included. The design will conform to City of Pensacola standards. Submittals will be made at the 30% (in conjunction with the Concepts Analysis Report) 60%, 90% and Final plans stage.
- b. Construction Plans Package will include at a minimum the following elements.
 - Cover Sheet
 - Typical Section Sheet(s)
 - Plan and Profile sheets showing proposed improvements along with impacted roadways, driveways, sidewalks
 - Construction Details
 - Utility Protection/Relocation Plans (90% and Finals)
 - Maintenance of Traffic Plans (90% and Finals)
 - Construction Specifications (90% and Finals)

Deliverables provided by Consultant – Construction Plans and Specifications.

VI) Bidding and Construction Management

- a. Consultant will assist the City in preparing contract documents for bidding (provide one (1) set of plans and specifications and also in electronic format for distribution to prospective bidders),
- b. Respond to questions during the bidding process,
- c. Attend pre-bid conference,
- d. Attend pre-construction conference with the City and Contractor to which the bid has been awarded.
- e. Consultant will review shop drawings submitted by the contractor, and address RFI/RAI during construction.
- f. Consultant will conduct pre-final and final inspections of the completed project and prepare the necessary certification of completions to permitting agencies.
- g. Consultant will prepare record set of contract documents (in electronic and hard copy formats) reflecting As-Built information supplied by the contractor.

VII) Project Coordination

- a. Consultant will schedule and conduct monthly progress meetings with City Staff during the design process and/or provide written monthly progress reports.
- b. Consultant will schedule up to three (3) meetings with City staff.
 - i. A kickoff meeting will be scheduled at the start of the project,
 - ii. A concept meeting once sufficient data has been assimilated, and
 - iii. A final meeting to finalize concepts and discuss presentation at the public meeting.
- c. Consultant will coordinate throughout the plan development process with utility providers in the impacted areas. A letter describing the project scope and limits will be mailed to utility providers upon initiation. This will be accomplished by certified mail with return receipt and copied to the City. One utility coordination meeting will be scheduled to discuss concepts under consideration (post 30% plans). Once concept has been finalized, Concept Roadway plans will be submitted to each effected utility provider. One additional utility coordination meeting will be scheduled to finalize the disposition of any utility conflicts and their relocation (post 90% plans).
- d. Consultant will meet with NFWMD/FDEP early in the plan development process to discuss options for permitting this project.

VIII) Permitting

- a. HMM will prepare NFWMD stormwater permit for the new treatment mechanisms. It is assumed that this project will most likely qualify for a "Retrofit" permit.

IX) Opinions of Probable Construction Costs

- a. HMM will prepare opinions of probable construction cost for each plans development stage submittal.

**REPORT OF CITY COUNCIL ACTION
OFFICE OF THE CITY CLERK**

Date 10/22/2009

Agenda Item: 9B-2

SUBJECT: SERVICE AUTHORIZATION - 12TH AVENUE AT CARPENTER CREEK PROJECT

ORDINANCE #:

ACTION TAKEN: APPROVED BY COUNCIL MOTION FAILED FIRST READING SECOND READING
 REFERRED TO: STAFF OTHER COMMITTEE

COUNCIL MEMBER	ACTION				COMMITTEE			
	MOT	SEC	YES	NO		Enterprise	Neighborhood	Economic & Community
					Finance	Oper	Services	Development
JEWEL CANNADA-WYNN			absent		C		.	
MAREN DEWEESE		✓	✓				VC	.
SAM HALL	✓		✓		.	.	C	
JOHN JERRALDS			✓		.			.
LARRY B. JOHNSON			✓			VC	.	
DIANE MACK			✓			.		
MEGAN B. PRATT			✓				.	VC
RONALD P. TOWNSEND			✓		.	.		C
MICHAEL WIGGINS			✓		VC			
P. C. WU			✓		.	C		.

C = CHAIRMAN COPIES: VC = VICE CHAIRMAN COUNCIL FILE * = MEMBER MUNICIPAL CODE

REPORT OF THE NEIGHBORHOOD SERVICES COMMITTEE
October 19, 2009

ITEM 9-B

Committee Members Present: Hall, DeWeese, Cannada-Wynn, Johnson, and Pratt

Committee Members Absent: None

- 1. SUBJECT: AWARD OF BID #09-041 - BAYLEN & PITT SLIPS DREDGING PROJECT**

Reference Material:

Committee Memorandum dated October 19, 2009

Recommendation:

That City Council award Bid #09-041 for dredging Baylen & Pitt Slips to Energy Resources, Inc. of Chesterfield, MO the lowest and best responsible bidder, in the amount of \$189,445.

The motion passed unanimously.

- 2. SUBJECT: SERVICE AUTHORIZATION - 12TH AVENUE AT CARPENTER CREEK PROJECT**

Reference Material:

Committee Memorandum dated October 19, 2009

Recommendation:

That City Council approve Service authorization No. 1 with Hatch Mott MacDonald (HMM) for Professional Engineering Services in an amount not to exceed \$69,470.00 for the preparation of construction documents and permit applications for the 12th Avenue at Carpenter Creek Stormwater Project.

The motion passed unanimously.

COMMITTEE MEMORANDUM

ITEM #3

COMMITTEE: Neighborhood Services
FROM: Alvin G. Coby, City Manager
DATE: October 19, 2009
SUBJECT: Service Authorization - 12th Avenue at Carpenter Creek Project

RECOMMENDATION:

That City Council approve Service authorization No. 1 with Hatch Mott MacDonald (HMM) for Professional Engineering Services in an amount not to exceed \$69,470.00 for the preparation of construction documents and permit applications for the 12th Avenue at Carpenter Creek Stormwater Project.

SUMMARY:

Two previous studies have identified the stormwater discharges at 12th Avenue along Carpenter Creek as a major contributor of sediment and pollution to the Bayou Texar-Carpenter Creek waterway. In May 2000 Dames & Moore classified the discharge as the 11th largest within the Carpenter Creek/Bayou Texar basin, and in September 2003 BDI also identified it as the 10th largest discharge within the City along Carpenter Creek.

The associated drainage basin is approximately 145 acres in size, situated primarily along 12th Avenue from Bayou Blvd. South to Fairfield Drive.

PRIOR ACTION:

1. In April 2009, City Council approved a contract with Hatch Mott MacDonald, Inc. (HMM) to provide professional engineering design services for capital projects related to Transportation and Stormwater. The contract is for a five-year period.
2. Approved Stormwater Capital Improvement Project under FY 2010 approved budget.

City of
Pensacola



Neighborhood Services Committee
Service Authorization - 12th Avenue at Carpenter Creek Project
October 19, 2009
Page 2

FUNDING: Budget: \$645,300 (FY 09 & FY 10)
 Actual: \$ 69,470

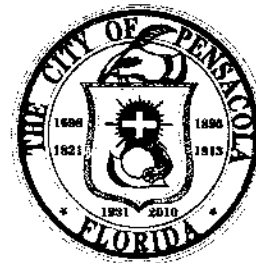
FINANCIAL IMPACT:

The enhancement of the stormwater discharge in the 12th Avenue at Carpenter Creek area will be funded by Stormwater Capital Project Funds in the amount of \$345,300 FY 2009, \$300,000 FY 2010 and an additional \$265,800 in FY 2011 if needed.

ATTACHMENTS: (1) Service Authorization # 1, HMM
 (2) HMM Scope of Service statement
 (3) Fee Schedule

STAFF CONTACT: Public Works Director, Al Garza Jr., PE

PRESENTATION: No.



COUNCIL MEMORANDUM

Council Meeting Date: July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:513

SPONSOR: P. C. Wu, Council President *YAC for PC Wu*

SUBJECT: Appointment – Environmental Advisory Board

MOTION: That City Council appoint a city resident to fill the unexpired term of Rebecca Heyer, ending March 1, 2014.

AGENDA: _____ Regular X Consent

Hearing Required: Public _____ Quasi-Judicial _____ No Hearing Required X

SUMMARY:

The Environmental Advisory Board was established to provide policy advice and recommendations on environmental matters to the City Council and staff on requests to designate sites as Brownfields, proposed remediation plans for Superfund Sites, proposed ordinances and codes of an environmental nature, and other environmental matters referred to the Board by City Council or staff. *To the extent practicable, members of the board shall be city residents.*

The following have been nominated:

Nominee: **Nominated by:**

Theresa Friday Myers
 Kyle Kopytchak Spencer

PRIOR ACTION: City Council appoints members to the EAB on a biennial basis.

FUNDING: N/A

**FINANCIAL
 IMPACT:** N/A

STAFF CONTACT: Ericka L. Burnett, City Clerk

ATTACHMENTS: (1) Members List
 (2) Nomination Forms
 (3) Ballot

PRESENTATION: N/A

Ballot – Environmental Advisory Board

July 18, 2013

Unexpired term of Rebecca Heyer, ending March 1, 2014

City Resident

_____ Theresa Friday

_____ Kyle Kopytchak

Vote for One

Signed: _____
Council Member

Environmental Advisory Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Dohms, Peter H.	Environmental Group	Council	2	2013	3/1/2014	10/13/2005	2	Replaced Dr. Phillip Payne
Godwin, Eleanor	At-large	Council	3	2013	3/1/2014	2/26/2004	2	
Gray, Alan	Fed/State Envir. Agency	Council	2	2013	3/1/2014	10/25/2012	0	Replaced Darryl Boudreau
Gutierrez, Mary	At-Large	Council	0	2013	3/1/2014	6/14/2012	0	Replaced Heather Reed
Heyer, Rebecca	City Resident	Council	0	2013	3/1/2014	2/25/2010	2	Replaced Chips Kirschenfeld
Hitchcock, Debbie	At-large	Council	3	2013	3/1/2014	2/26/2004	2	
Hobbs, Chasidy	Member of Business Org	Council	0	2013	3/1/2014	2/23/2012	2	Replaced Jim Donatelli
Lepo, Joe E.	UWF	Council	4	2013	3/1/2014	2/14/2002	2	Employed with Academic Institution
Neiger, Robert J.	Neighborhood Assoc.	Council	4	2013	3/1/2014	2/14/2002	2	Member of Neighborhood Association
Stephenson, Blair	Developer	Council	3	2013	3/1/2014	5/13/2004	2	Replaced Brian Spencer
Stoutemire, Frankie J.	At-large	Council	0	2013	3/1/2014	10/25/2012	2	Replaced Michael Smith

Term Length: TWO YEAR TERMS

The Board is composed of seven members appointed by Council, one member who is employed with an academic institution in research, writing, and instruction in an environmental field, one member who is an employee of a Federal, State or local environmental agency, one member who is a member of a local environmental organization, one member who is employed in real estate sales or development, one member who is a member of a neighborhood or civic association, one member who is a member of a business organization, and one member who is a resident of the city. TO THE EXTENT PRACTICABLE, MEMBERS OF THE BOARD SHALL BE CITY RESIDENTS. The Board shall review and make recommendations to the City Council and staff on environmental policy issues as follows: Requests to designate sites as Brownfields, proposed remediation plans for superfund sites, proposed ordinances and codes of an environmental nature, proposed changes to existing environmental ordinances and codes, and other environmental matters referred to the Board by the City Council and staff. (Created by Ordinance No. 28-01) Membership expanded to provide for up to four (4) additional at-large members by Ordinance No. 12-02

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Sherri Myers, do nominate Theresa Friday
(Nominee)

4306 Whiteleaf Crt. (850) 434-5769
(Home Address) 32504 (Phone)

Friday, Theresa@gmail.com
(Business Address) (Phone)

→

(Email Address)

for appointment by the City Council for the position of:

**CITY RESIDENT
ENVIRONMENTAL ADVISORY BOARD**

Provide a brief description of nominee's qualifications:

Ms. Friday has a degree in environmental
horticulture and retired from Dept. of Agr.
Extension Agent.

Sherri Myers
City Council Member

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

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From: Web Master
Sent: Monday, July 01, 2013 9:13 AM
To: Ericka Burnett
Subject: Form submission from: Application for City Council Appointments to Boards, Authorities, and Commissions

Submitted on Monday, 1 July 2013 - 9:12am Submitted by anonymous user: 99.186.250.242 Submitted values are:

--Personal Information--

Name: Theresa Friday
Home Address: 4306 Whiteleaf Court Pensacola, FL. 32504
Business Address: None
Preferred Contact Phone Number(s): 850-434-5769
Email: friday.theresa@gmail.com

--Details--

Are you a resident of the City? Yes
If yes, which district? 3
If yes, how long? approx. 21 years
Do you own property within the City limits? Yes
Are you a registered voter in the City of Pensacola? Yes
Board(s) of interest: Environmental Advisory Board
Please list the reasons for your interest in this position.: I have a keen interest in the environment. I have a degree in environmental horticulture from the University of Florida and a Masters of Agriculture in communication and education. Being a retired Extension Agent, I feel I have the experience, knowledge and time to help the City address environmental issues. More importantly I have the desire to help improve Pensacola.
Do you currently serve on a City board, authority, or commission?
No
If yes, which board?
Do you now hold public office? No
If so, what is the office?
Dual Office Holding: Yes

--Diversity--

Race: Caucasian
Gender: Female
Physically Disabled: No

Acknowledgement: I hereby certify that the statements and answers provided are true and accurate. I understand that any false statements may be cause for removal from a board or committee if appointed.

The results of this submission may be viewed at:
<http://www.cityofpensacola.com/node/426/submission/841>

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, BRIAN SPENCER, do nominate KYLE KOPYTCHAK
(Nominee)

(Home Address) (Phone)

(Business Address) (Phone)

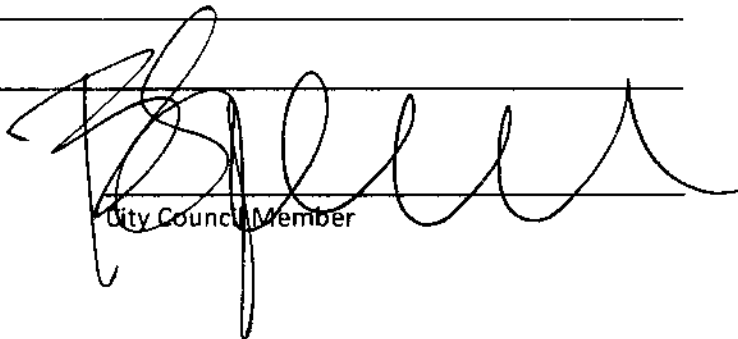
(Email Address)

for appointment by the City Council for the position of:

**CITY RESIDENT
ENVIRONMENTAL ADVISORY BOARD**

Provide a brief description of nominee's qualifications:

SEE ATTACHED



City Council Member

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

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From: Web Master
Sent: Friday, June 28, 2013 1:26 PM
To: Ericka Burnett
Subject: Form submission from: Application for City Council Appointments to Boards, Authorities, and Commissions

Submitted on Friday, 28 June 2013 - 1:25pm Submitted by anonymous user: 72.203.168.153 Submitted values are:

--Personal Information--

Name: Kyle Kopytchak
Home Address: 3817 N 12th Ave., Pensacola FL 32503
Business Address: 3817 N 12th Ave., Pensacola FL 32503
Preferred Contact Phone Number(s): 850.572.4470
Email: Kyle33fl@aol.com

--Details--

Are you a resident of the City? Yes
If yes, which district? 5
If yes, how long? 14 Years
Do you own property within the City limits? Yes
Are you a registered voter in the City of Pensacola? Yes
Board(s) of interest: Environmental Advisory Board; At Large
Please list the reasons for your interest in this position.: With a long term vested interest in Pensacola I remain highly interested our quality of life, the beautification of our city, storm water and tree management and any and all other environmental factors that may give rise to our culture and growth.
Do you currently serve on a City board, authority, or commission?
No
If yes, which board?
Do you now hold public office? No
If so, what is the office?
Dual Office Holding: No

--Diversity--

Race: Caucasian
Gender: Male
Physically Disabled: No

Acknowledgement: I hereby certify that the statements and answers provided are true and accurate. I understand that any false statements may be cause for removal from a board or committee if appointed.

The results of this submission may be viewed at:

Kyle J. Kopytchak
3817 N. 12th Ave. · Pensacola, Florida 32503
850-572-4470 kyle33fl@aol.com

Executive Summary

Business professional with extensive P&L experience managing diverse industries including medical, manufacturing & distribution, communications, consulting and real estate investment. Results driven with broad experience in cost reduction, sales, safety, customer service, accounts receivable, hiring, and vendor relations. Successful, management history of increasing profits by respected, prioritized, long and short-term process objectives, developing and maintaining operating budgets and creating metric driven strategies for continuous change and growth.

Career Experience

Real Estate Investment (2003 to Date) Own and manage numerous single family investment properties. 20 years of hands on construction and remodeling experience to include commercial & residential with extensive knowledge of: financing, all phases of building, contractor and sub contractor bidding & negotiation, scheduling, leases and landlord tenant laws.

Medical Gas Cost Solutions, Owner / Medical Gas Consultant (Sept 2010 - To date)

- B2B Sales
- Analyze medical gas financials, contracts, & full businesses processes
- Realign full medical gas business posture to include all costs, inventory, contracts, distribution, vendor relations & communication and emergency services
- Negotiate and/or renegotiate company & vendor cost & service
- Develop metrics & tracking processes and train staff for long term management

Linde North America / LifeGas, Area / Center Manager (August 2004 – Sept 2010)

- Managed four FDA regulated drug manufacturing & distribution facilities to include overall P&L performance for operations, \$4M annual sales, customer service, safety & accounts, receivable, and quality assurance with CGMP knowledge within a territory extending four states.
- Managed four teams with 33 employees and 13 hazmat drivers operating in excess of 26KW hazmat vehicles.
- Developed and deployed organizational metrics and dashboards resulting in restructured manufacturing & distribution facilities from -4% to 31% profits within 2.5 years.
- Executed complete facility restructures resulting in reduced overtime by 70 to 95%, increased annual sales by \$440,000, and realigned manufacturing processes creating 20 to 60% efficiencies in work flows.
- Created and Project managed Six Sigma distribution, fuel cost reduction & GPS technology improvement policies that resulted in \$2.7M a year in distribution cost savings; rolled out company wide and earned Six Sigma Green Belt.
- Earned 1st. place for overall safety, margins, sales, and accounts receivable out of 56 facilities nation wide in 2008; #2 in 2007, 2009 & 2010 (Starting from last in 2004)

- Created and executed a Beta sales & marketing plan that was rolled out nationwide. Local Beta resulted in 2.5% response with 1.65% actual sales close.
- Earned Lean production discipline assisting 8 company wide manufacturing & distribution facilities improve processes by 22.6 to 38% bottom line margin savings.

Network Telephone Corporation, Vendor Relations / Performance Measurement

(January 2000 – August 2004)

- Established and maintained vendor relations throughout 9 Southeastern states
- Developed and presented internal vs. external performance data to senior mgt. & Public Service Commissions throughout 9 states that resulted in excess of \$400K a month in parity remedy revenue & improved internal functional processes
- Testified before the FCC as subject matter expert resulting in delays of Section 271 of the Telecom Act thus forcing greater parity treatment and reduced internal company cost
- Lobbied the U.S. Senate and Congress against the Tausin-Dingell Bill, H.R. 1542, communicating that successful passage would stifle competition
- Established technical integration of mechanized vs. manual ordering & enhanced escalations, reducing company costs and increasing margins
- Developed, deployed and managed internal escalations that reduced repair orders over 50% within 6 months.
- Built relationships and facilitated in Third Party Testing with Public Service Commissions, KPMG (Bearing Point) Consulting, and numerous vendors that delivered project results
- Established metrics & provided coaching and mentoring to internal teams for continuous process improvement

Education

B.S., Business Management with emphasis in Economics & Public Speaking - Troy State University (June 2002) - **GPA: 3.65**

Honors: Chancellor's List - Member Alpha Sigma Lambda, Zeta Delta Chapter. Nominated Phi Theta Kappa - Deans List every semester.

Additional Skills & Certificates

- Six Sigma Green Belt
- Lean Production Process experience
- Former member Toastmasters International; Club 535; CTM
- Former Vice President of Speech Crafters; Division of Toastmasters
- Project Management
- SAP, Word, Excel, PowerPoint, Outlook & Lotus



COUNCIL MEMORANDUM

Council Meeting Date: July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:514

SPONSOR: P. C. Wu, Council President *RSC for PC Wu*

SUBJECT: Appointment – City Designee – Discussion with Northwest Florida Professional Baseball

MOTION: That City Council appoint one of its members as a designee to join in discussion with representatives from Northwest Florida Professional Baseball.

AGENDA: X Regular Consent

Hearing Required: Public Quasi-Judicial No Hearing Required X

SUMMARY:

The Community Maritime Park Associates, Inc. (CMPA) Board of Trustees has voted to request that City Council appoint a designee to join in discussions with representatives from Northwest Florida Professional Baseball, regarding various outstanding issues identified in the Oliver Report and elsewhere.

The following have been nominated:

<u>Nominee:</u>	<u>Nominated by:</u>
Charles Bare	Bare, Myers
Andy Terhaar	Johnson, Spencer

PRIOR ACTION: None.

FUNDING: N/A

**FINANCIAL
IMPACT:** N/A

STAFF CONTACT: Ericka L. Burnett, City Clerk

ATTACHMENTS: (1) Nomination Forms
(2) Ballot

PRESENTATION: N/A

Ballot – City Designee – Discussion with Northwest Florida Professional Baseball
July 18, 2013

_____ Charles Bare

_____ Andy Terhaar

Vote for One

Signed: _____
Council Member

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Charles Bare, do nominate Charles Bare
(Nominee)

3019 Keats Drive, Pensacola, FL 32503 (850) 375-0051
(Home Address) (Phone)

Same as above Same as above
(Business Address) (Phone)

cbare@cityofpensacola.com
(Email Address)

for appointment by the City Council for the position of:

***CITY COUNCIL DESIGNEE
DISCUSSIONS WITH NORTHWEST FLORIDA PROFESSIONAL BASEBALL***

Provide a brief description of nominee's qualifications:

I have studied the contents of the Randy Oliver report. I am fully aware of the financial
situation of both the CMPA and the CRA and the need to generate additional revenue.

I have reviewed baseball public/private operations and agreements in other local governments
such as Prince William County, Virginia. I will dedicate the time necessary.

Charles J. Bare

City Council Member

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

Erica L. Burnett

Erica L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Sherril Myers, do nominate Charles Bare
(Nominee)

3019 Keats Dr.
(Home Address) 32503 (Phone)

(Business Address) (Phone)

c.bare@cityofp
(Email Address)

for appointment by the City Council for the position of:

**CITY COUNCIL DESIGNEE
DISCUSSIONS WITH NORTHWEST FLORIDA PROFESSIONAL BASEBALL**

Provide a brief description of nominee's qualifications:

Councilman Bare is very familiar with the operations of the CMPTA, Inc, various contracts between the city & CMPTA. Mr. Bare is well informed regarding the issues. This nomination candidate was on meetings taking place in public. Sherril Myers
City Council Member

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

Erika L. Burnett
Erika L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Larry B. Johnson, Jr, do nominate Andy Terhaar

(Nominee)

3142 Oxford Circle

393-6014

(Home Address)

(Phone)

(Business Address)

(Phone)

aterhaar@cityofpensacola.com

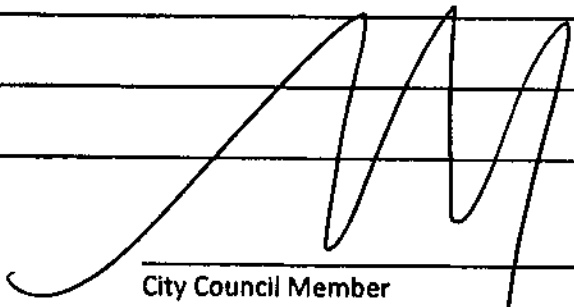
(Email Address)

for appointment by the City Council for the position of:

CITY COUNCIL DESIGNEE

DISCUSSIONS WITH NORTHWEST FLORIDA PROFESSIONAL BASEBALL

Provide a brief description of nominee's qualifications:



City Council Member

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

Erica L. Burnett
Erica L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, BRIAN SPENCER, do nominate ANDY TERHAAR
(Nominee)

(Home Address) (Phone)

(Business Address) (Phone)

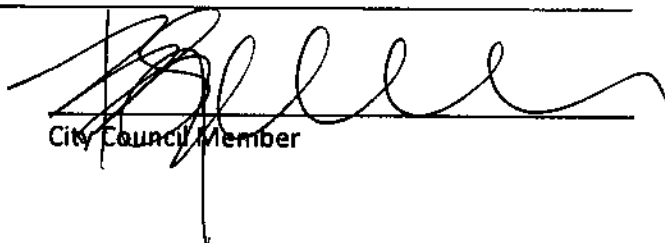
(Email Address)

for appointment by the City Council for the position of:

**CITY COUNCIL DESIGNEE
DISCUSSIONS WITH NORTHWEST FLORIDA PROFESSIONAL BASEBALL**

Provide a brief description of nominee's qualifications:

SEE ATTACHMENT



City Council Member

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

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Richard Terhaar

3142 Oxford Circle, Pensacola Florida 32503
Home: 850-433-0959 - Cell: 850-393-6014 : terhaar@nealcommercial.com

Professional Experience

Broker Associate/Property Manager

January 2009

Neal & Company, LLC - Pensacola, FL

In January 2009 myself and two other partners started Neal & Company, LLC. We are a full service commercial real estate company.

Project Manager

August 2004 to January 2009

Terhaar & Cronley General Contractors - Pensacola, FL

I also worked as the Property Manager for Terhaar & Cronley Development company where I managed more than 1,000,000 SF of Office & Warehouse space.

Sales Associate

April 2004 to August 2004

Beck Property Company - Pensacola, FL

Education

Auburn University, 2004

Auburn, AL, United States

Finance

Bachelor of Science

Pensacola Catholic High School, 1999

Pensacola, FL, United States

Professional Affiliations

Ellyson Industrial Park Board of Directors, 2011 - Present, Treasury

National Association of Industrial and Office Properties (NAIOP) Member 2009 -Present, Board Member 2011

Pensacola Young Professionals (PYP), Member 2008 - Present

City of Pensacola Zoning Board of Adjustments, Member 2009 - Present

National Board of Realtors, Member 2004 - Present

Graduate of Leadership Pensacola (LEAP) - Class of 2008

LEED Accredited Professional (U.S. Green Building Council), the commercial construction leading Green Rating System.

Elected to Pensacola City Council, November 2012, District 3



COUNCIL MEMORANDUM

Council Meeting Date: July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:515

SPONSOR: 
Charles L. Bare, Council Member

SUBJECT: City Council Financial Planning and Administration Policy

MOTION:

The City Council amend the policy on page 3.7 to read as follows:

The Mayor shall have the authority to transfer appropriations between expenditure categories and between departments or programmatic activities within a fund up to \$50,000 without council approval except that amounts appropriated for capital outlay cannot be transferred to any other expenditure category provided no transfer shall be made from the appropriations that are contrary to Florida law. Amounts transferred in excess of \$50,000 and/or between funds require approval of the City Council.

AGENDA: X Regular Consent

Hearing Required: Public Quasi-Judicial No Hearing Required X

SUMMARY:

The current policy regarding the Mayor's ability to transfer appropriations within the budget was amended on September 9, 2010. This change was made due to the change in government. The current policy grants the Mayor broad authority to amend the budget during the year including transfers between funds. This severely limits the council's legislative power. The power to amend the budget should be reserved to the council. By setting a \$50,000 limit within funds, the Mayor retains his/her ability to re-align appropriations within a fund; however, Council action is required for inter-fund transfers.

Over the past few years, the Mayor has utilized the current authority to re-align dollars for City Hall improvements including the purchase of reception area furniture for the 7th Floor with Penny for Progress funds. There was no appropriation listed for any city hall improvements in the FY12 budget. The FY13 budget listed an amount of \$1,800 in FY11 spending for city hall improvements and a projected amount of \$76,900 in FY12 spending. Included in these amounts were a glass wall and furniture for the reception area on the 7th floor. By including the projected amount of \$76,900 within the FY13 budget as FY12 expenditure, the Mayor demonstrated that dollars were spent without previous knowledge of the Council.

The budget is a roadmap for the future. Obviously changes will be necessary from time to time, but the Council must be included in this process to ensure that our limited resources are spent in the most effective manner for

Council Memorandum

Subject: City Council Financial Planning and Administration Policy

Date: July 18, 2013

Page 2

the benefit of our city. The proposed revision maintains the Mayor's authority to transfer funds but requires that the Council be included in the process when the \$50,000 level is reached.

PRIOR ACTION:

Policy was amended on September 10, 2010.

FUNDING:

None required.

**FINANCIAL
IMPACT:**

None.

STAFF CONTACT:

None

ATTACHMENTS:

- (1) Current Policy Language
- (2) Page 132 from FY12 Budget
- (3) Page 137 from FY13 Budget
- (4) Page 103 from FY14 Budget
- (5) Expenditure Transaction Analysis for Cost Center: 389041 Penny for Progress Equipment – Road & St Fac
- (6) Proposal #40562 for 7th Floor Seating
- (7) December 12, 2012 Email from Mr. Dick Barker to Laura Picklap

PRESENTATION: None

Budget Policies (continued)

- Revenue estimates included in the proposed and final budget will be those prepared or concurred with by the Mayor.
- As required by State statute, the City's millage rate shall be established each fiscal year as part of the budget process. As part of the budget process the Mayor shall, in the proposed budget, recommend a millage rate that establishes a balanced budget each fiscal year.
- General Fund's maximum amount of appropriated Beginning fund Balance each fiscal year should be no more than 3 percent of budgeted revenues. *Adopted 11/6/06*
- Recurring expenditures should be financed only with recurring revenues. Nonrecurring/one time revenues (a source that won't be repeated or one that is higher than normal because of weather or other issues beyond the City's control) should be used only to finance non-recurring expenditures and/or maintain or increase reserves.
- The City's annual budget shall conform to the Government Finance Officers Association's (GFOA) Distinguished Budget Presentation program requirements and shall be submitted for consideration for the award.
- The budget format should include information necessary to establish an adequate base for budgetary control including control over expenditures and positions.
- The budget should be prepared by department or programmatic activity. Within each department or programmatic activity it should be further divided by expenditure categories, personnel services, operating expenses, capital, grants in aid, debt service and non-operating.
- The Mayor shall have the authority to transfer appropriations between expenditure categories and between departments or programmatic activities except that amounts appropriated for capital outlay cannot be transferred to any other expenditure category provided no transfer shall be made from the appropriations that are contrary to Florida law. *Amended 9/9/10*
- It is understood that the citizens of Pensacola are entitled to a return on their investment for the purchase of the natural gas utility from Gulf Power in 1948. However, with the competitive nature of the energy industry the amount of transfer from ESP to the General Fund should be adjusted each year to assure ESP's competitive edge. Long-term, the budgeted transfer should not be more than 15 percent of budgeted ESP revenues. The amount of the transfer will be reported in each fiscal year budget. *Amended 11/6/06*

PENNY FOR PROGRESS PLAN (Continued)

DEPARTMENT	PROJECT NAME	CURRENT PROJECT ESTIMATE	FISCAL YEARS														
			ACTUAL 2007	ACTUAL 2008	ACTUAL 2009	ACTUAL 2010	PROJECTED 2011	PROJECTED 2012	PROJECTED 2013	PROJECTED 2014	PROJECTED 2015	PROJECTED 2016	PROJECTED 2017	PROJECTED 2018 (4 months)			
217	59 FORD PLOW STAKE BED - UNIT #117	9,367				9,367											
218	REPLACE ASV POSITRACK CAT - UNIT #199	66,900				66,900											
219	59 FORD FLATBED - UNIT #119	26,400				26,400											
220	56 BACKHOE - UNIT #179	67,065				67,065											
221	DI STREET SWEEPER - UNIT #143	194,886				194,886											
222	UC FORD LUTTY TRUCK - UNIT #307	22,481					22,481										
223	NEW REFLECTOMETER	15,000						15,000									
224	NEW BUSHHIFT ATTACHMENT, FOUR IN ONE	17,450						17,450									
225	59 STREET SWEEPER - UNIT #146	193,026						193,026									
226	51 CODOGC 300' LATAFO TRUCK - UNIT #119	24,241						24,241									
227	REPLACE SLOPE MOWER - UNIT #165	106,299						106,299									
228	NLU RUSHMOWER ATTACHMENT	3,956							3,956								
229	MECHANICAL PICKUP BROOM ATTACHMENT	6,000							6,000								
230	LARGE FORMAT PRINTER	7,500							7,500								
231	REPLER BARRICADES REPLACEMENT	10,000							10,000								
232	REFRESH 50 STEELING VAC ALL #135	35,000							35,000								
233	ATTENUATOR	18,000							18,000								
234	DEPT. SUB-TOTAL	2,376,341	4,99,000	489,856	1,32,087	2,94,197	384,657	56,920	0	0	0	0	0	0	0	0	0
235	TOTAL CAPITAL EQUIPMENT	7,824,127	1,275,249	946,862	882,486	355,626	799,120	485,300	800,400	960,805	800,008	809,500	1,384,400	1,384,400	0	0	0
236	TOTAL PROJECT ALLOCATIONS	18,555,459	5,106,856	8,673,361	12,282,712	10,357,536	21,890,195	2,829,400	2,415,700	3,097,700	2,223,500	1,741,115	1,384,400	0	0	0	0
237	TRANSFER OUT - STORMWATER CAPITAL PROJECTS FUND	4,787,167	3,337,167	0	0	1,450,000	0	0	0	0	0	0	0	0	0	0	0
238	TRANSFER OUT - SANITATION FUND	1,089,467	0	0	0	1,089,467	0	0	0	0	0	0	0	0	0	0	0
239	TOTAL TRANSFERS OUT	5,876,634	3,337,167	0	0	2,539,467	0	0	0	0	0	0	0	0	0	0	0
240	PRINCIPAL - 20010A-1	5,910,000	0	0	0	0	0	875,000	910,000	905,000	1,005,800	1,055,000	1,110,000	1,110,000	0	0	0
241	PRINCIPAL - 20010A-2	12,250,000	0	0	0	0	0	1,820,000	1,892,000	1,985,000	2,085,800	2,190,000	2,305,000	2,305,000	0	0	0
242	TOTAL PRINCIPAL	18,160,000	0	0	0	0	0	2,695,000	2,802,000	2,890,000	3,090,800	3,245,000	3,415,000	3,415,000	0	0	0
243	INTEREST EXPENSE - 2000A	427,493	86,593	227,513	97,547	36,836	0	0	0	0	0	0	0	0	0	0	0
244	INTEREST EXPENSE - 2000B	809,988	136,231	364,848	202,816	76,493	0	0	0	0	0	0	0	0	0	0	0
245	INTEREST EXPENSE - 20010A-1	1,401,400	0	0	0	0	182,900	285,100	297,000	230,200	187,000	136,700	84,000	29,500	0	0	0
246	INTEREST EXPENSE - 20010A-2	2,910,300	0	0	0	0	360,000	582,200	554,700	554,700	478,100	386,190	174,300	59,100	0	0	0
247	DEBT SERVICE SAVINGS-RESERVED	84,456	88,208	399,533	232,892	(1,728)	231,819	(25,000)	(75,000)	(146,000)	(200,000)	(225,000)	(150,000)	(62,000)	0	0	0
248	TOTAL INTEREST EXPENSE	5,635,637	301,030	1,021,692	532,867	111,585	194,718	852,300	746,700	548,300	375,100	193,300	100,300	25,531	0	0	0
249	TOTAL PROJECTED USES	101,235,730	8,748,056	9,695,053	12,785,470	12,488,592	22,484,304	3,481,706	2,857,400	6,471,000	5,336,800	5,028,815	4,737,750	3,440,531	0	0	0
250	PROJECTED AVAILABLE REVENUES - 11 YEAR	68,956,790	1,714,686	8,550,530	5,376,289	5,866,075	6,320,700	8,424,400	6,529,700	6,836,800	6,745,600	6,856,300	6,968,700	2,341,000	0	0	0
251	PROJECTED INTEREST INCOME	2,137,197	301,030	1,021,692	532,867	101,595	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	0	0	0
252	NET DEBT SERVICE 2010 REFUNDING - RESERVED	3,284,831	0	0	0	10,000	537,900	827,300	721,700	543,300	350,100	179,500	83,300	20,531	0	0	0
253	TOTAL INTEREST INCOME/DEBT SERVICE SAVINGS	5,401,818	301,030	1,021,692	532,867	111,595	582,900	852,300	746,700	588,300	375,100	193,300	108,300	25,531	0	0	0
254	ROGER SCOTT TENNIS CENTER - COUNTY CONTRIBUTION	1,000,000			528,471	470,529	0										
255	SAENGER THEATRE - PRIVATE CONTRIBUTION	1,002,400		750,000	96,100	89,100	46,700	40,500									
256	SAENGER THEATRE - COUNTY CONTRIBUTION	4,040,000		2,000,000	2,040,000												
257	SAENGER THEATRE - FY 12-18 INCREASE REVENUE \$4.0 MILLION	0															
258	FY EAR LOST BALANCE	283,596						283,596									
259	OTHER REVENUE (PRIOR LOST PLANS)	327,060				327,060											
260	SUB-TOTAL MISCELLANEOUS REVENUE	6,813,056		2,750,000	2,952,631	538,629	330,296	40,500			50,000	50,000	50,000	50,000	50,000	50,000	50,000
261	TRANSFER IN - OSCEOLA GOLF COURSE	290,000													1,100,000	1,100,000	
262	TRANSFER IN - GENERAL FUND - CST (\$3,337,167)	2,200,000															
263	SUB-TOTAL TRANSFERS IN	2,490,000									50,000	50,000	50,000	1,150,000	1,150,000		
264	TOTAL SOURCES	93,413,664	2,015,719	10,322,222	9,461,787	6,517,289	7,213,896	7,317,200	7,276,400	7,255,100	7,170,700	7,101,800	6,227,000	2,526,531	0	0	0
265	FUND BALANCE FROM DEBT PROCEEDS	18,190,000	6,732,337	(671,189)	3,303,782	5,411,827	3,385,223										
266	BALANCE	369,834															

PENNY FOR PROGRESS PLAN (Continued)

DEPARTMENT	PROJECT NAME	CURRENT PROJECT ESTIMATE	FISCAL YEAR														
			ACTUAL 2007	ACTUAL 2008	ACTUAL 2009	ACTUAL 2010	ACTUAL 2011	PROJECTED 2012	PROJECTED 2013	PROJECTED 2014	PROJECTED 2015	PROJECTED 2016	PROJECTED 2017	PROJECTED 2018 (4 months)			
217	90 STREET SWEEPER - UNIT #140	184,000			184,000												
218	WELDCAT 50 COUQUA/TROMMEL BOMBER	98,250			98,250												
219	58 DODGE FLATBED TRUCK #111	25,421				25,421											
220	58 FORD UTILITY TRUCK - UNIT #124	24,308				24,308											
221	51 DODGE UTILITY TRUCK - UNIT #150	33,821				33,821											
222	53 MACK TRACTOR TRUCK - UNIT #198	93,624				93,624											
223	59 FORD F550 STAKE BED - UNIT #117	9,857				9,857											
224	REPLACE 40V POWERTRACK CAT - UNIT #109	68,000				68,000											
225	55 FORD FLATBED - UNIT #118	28,300				28,300											
226	55 BACKHOE - UNIT #179	87,085				87,085											
227	51 STREET SWEEPER - UNIT #143	184,000				184,000											
228	50 FORD UTILITY TRUCK - UNIT #207	22,383					22,383										
229	NEW REFLECTOMETER	15,000						15,000									
230	NEW BUCKET ATTACHMENT, FOUR-IN-ONE	17,750						17,750									
231	50 STREET SWEEPER - UNIT #144	183,008						183,008									
232	51 DODGE 3500 FLATBED TRUCK - UNIT #119	24,243						24,243									
233	REPLACE SLOPE MOWER - UNIT #188	104,256						104,256									
234	NEW BRUSH MOWER ATTACHMENT	5,995						5,995									
235	EMERGENCY REPLACEMENTS	40,570							4,000	76,900							
236	CITY HALL IMPROVEMENTS	75,000							1,800	73,200							
237	MECHANICAL PICKUP BROOM ATTACHMENT	0								7,500							
238	LARGE FORMAT PRINTER	7,500								9,298							
239	TRAILER (BARCADES) REPLACEMENT	9,258								36,043							
240	REFRIGERATOR (STERLING MAC ALL #135)	0								38,843							
241	57 FORD VAN - UNIT #787	38,843								0							
242	58 FORD VAN - UNIT #781	38,843								0							
243	ATTENUATOR	0								0							
244	DEPT. SUB-TOTAL	2,814,853	438,200	468,806	432,507	654,192	371,467	189,312	181,000	0	0	0	0	0	0	0	0
245	TOTAL CAPITAL EQUIPMENT	7,428,815	1,275,248	844,852	892,448	453,938	624,893	474,723	264,798	888,888	888,888	888,888	888,888	888,888	888,888	888,888	888,888
246	TOTAL PROJECT ALLOCATIONS	71,899,827	5,148,808	8,879,281	13,332,712	16,387,838	8,281,127	17,234,838	2,218,488	7,248,794	2,228,288	1,741,115	1,384,488	0	0	0	0
247	TRANSFER OUT - STORMWATER CAPITAL PROJECTS FUND	4,787,987	3,337,387	0	0	1,048,808	0	0	0	0	0	0	0	0	0	0	0
248	TRANSFER OUT - 8 ANTI-TION FUND	1,888,887	0	0	0	1,888,887	0	0	0	0	0	0	0	0	0	0	0
249	TOTAL TRANSFERS OUT	6,676,874	3,337,387	0	0	2,937,695	0	0	0	0	0	0	0	0	0	0	0
250	PRINCIPAL - 2009A-1	12,288,888	0	0	0	0	0	0	1,888,888	1,888,888	1,888,888	1,888,888	1,888,888	1,888,888	1,888,888	1,888,888	1,888,888
251	PRINCIPAL - 2009A-2	58,188,888	0	0	0	0	0	0	2,888,888	2,888,888	2,888,888	2,888,888	2,888,888	2,888,888	2,888,888	2,888,888	2,888,888
252	TOTAL PRINCIPAL	70,477,776	0	0	0	0	0	0	4,777,776	4,777,776	4,777,776	4,777,776	4,777,776	4,777,776	4,777,776	4,777,776	4,777,776
253	INTEREST EXPENSE - 2009A	427,480	63,283	227,513	87,207	38,288	0	0	0	0	0	0	0	0	0	0	0
254	INTEREST EXPENSE - 2009B	388,888	124,211	384,888	248,818	78,894	0	0	0	0	0	0	0	0	0	0	0
255	INTEREST EXPENSE - 2009A-1	1,881,888	0	0	0	0	82,888	288,888	288,888	288,888	288,888	288,888	288,888	288,888	288,888	288,888	288,888
256	INTEREST EXPENSE - 2009A-2	2,814,888	0	0	0	0	378,888	588,888	588,888	588,888	588,888	588,888	588,888	588,888	588,888	588,888	588,888
257	CBMT DE PRACE SAVINGS-RESERVED	71,888	88,288	288,888	238,888	117,288	0	0	0	0	0	0	0	0	0	0	0
258	TOTAL IN-TEREST EXPENSE	5,821,888	281,888	1,821,888	832,888	111,588	881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888
259	TOTAL PROJECTED USES	87,248,887	8,148,808	9,881,888	12,788,888	18,288,888	9,281,127	19,184,838	5,238,488	9,238,794	5,238,288	4,128,115	3,284,488	0	0	0	0
260	PROJECTED AVAILABLE REVENUES - 11 YEAR	89,231,888	1,714,888	5,888,888	5,878,888	8,888,888	5,233,888	6,234,888	6,234,888	6,234,888	6,234,888	6,234,888	6,234,888	6,234,888	6,234,888	6,234,888	6,234,888
261	PROJECTED INTEREST INCOME	2,888,888	381,888	1,821,888	832,888	111,588	881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888
262	NET DEBT SERVICE (7% REFUNDING - RESERVED)	86,343,000	1,332,900	4,060,000	4,046,300	8,177,300	4,401,239	5,402,900	4,352,900	4,352,900	4,352,900	4,352,900	4,352,900	4,352,900	4,352,900	4,352,900	4,352,900
263	TOTAL INTEREST AND DEBT SERVICE SAVINGS	2,888,888	381,888	1,821,888	832,888	111,588	881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888
264	ROGER SCOTT THEATRE CENTER - COUNTY CONTRIBUTION	5,288,281	381,823	1,821,882	832,887	111,588	881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888	1,881,888
265	8 ANTI-TION - PRIVATE CONTRIBUTION	888,888	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
266	8 ANTI-TION - COUNTY CONTRIBUTION	2,888,888	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
267	8 ANTI-TION - FY 15-18 INCREASE REVENUE 94 MILLION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
268	8 YEAR LOBT BALANCE	388,888	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
269	OTHER REVENUE (PRIOR LOBT PLANS)	388,888	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
270	SUB-TOTAL MISCELLANEOUS REVENUE	6,888,888	2,788,888	2,788,888	2,788,888	2,788,888	2,788,888	2,788,888	2,788,888	2,788,888	2,788,888	2,788,888	2,788,888	2,788,888	2,788,888	2,788,888	2,788,888
271	TRANSFER IN - ORCECLA COLF COURSE	288,888	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
272	TRANSFER IN - GENERAL FUND - CBT (\$337,167)	2,888,888	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
273	SUB-TOTAL TRANSFERS IN	3,177,776	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
274	TOTAL SOURCES	93,126,663	2,815,719	9,332,222	4,481,797	6,217,288	7,223,888	7,224,798	7,181,888	7,228,888	7,128,798	7,081,888	6,287,888	6,287,888	6,287,888	6,287,888	6,287,888
275	FINANCIAL BALANCE FROM DEBT PROCEEDS	16,288,288	8,728,237	1,821,888	3,383,788	6,217,288	1,881,888	7,224,798	0	0	0	0	0	0	0	0	0
276	BALANCE	116,838	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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CITY OF PENSACOLA, FLORIDA
EXPENDITURE TRANSACTION ANALYSIS
thru 3/18/2013

FUND: 307 LOCAL OPTION SALES TAX FD
COST CENTER: 389041 PENNY FOR PROG EQUIP -ROAD & ST FAC

<u>FD</u>	<u>DATE</u>	<u>PROJ#</u>	<u>T/C</u>	<u>RP/PO/IE</u>	<u>CHK</u>	<u>CK STATUS</u> <u>& CLR DTE</u>	<u>VEND #/NAME</u>	<u>BUDGET</u>	<u>EXPEND.</u>	<u>EXCLMB.</u>	<u>DESCRIPTION</u>
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**CITY OF PENSACOLA, FLORIDA
EXPENDITURE TRANSACTION ANALYSIS
thru 3/18/2013**

FUND: 307 LOCAL OPTION SALES TAX FD
COST CENTER: 389041 PENNY FOR PROG EQUIP -ROAD & ST FAC

PD	DATE	PROJ#	TYC	RP/PO/E	CHK	CK STATUS & CLR DTE	VEND #/NAME	BUDGET	EXPEND.	ENCUMB.	DESCRIPTION
9669 CONST WORK IN PROGRESS								BEGINNING BUDGET:	0.00		
<i>You have selected the 'No Lower Bound' option. By selecting this option, you will not receive any beginning budget figures. If you wish to receive beginning budget figures, a date must be entered in the 'Start Of Range' section.</i>											
12/11	09/30/2011	019145	IN	664974	1134368	C 10/27/11	021638 - ARTE DITTA INC DBA	0.00	1,800.00	0.00	CITY HALL 7TH FLOOR IMPROVEMEN
12/11	09/30/2011	019145	BA	3365				1,800.00	0.00	0.00	BUDGET TRANSFER
3/12	12/21/2011	019145	BA	3408				100,000.00	0.00	0.00	BUDGET TRANSFER
3/12	12/21/2011	019145	BA	3408				(1,800.00)	0.00	0.00	BUDGET TRANSFER
4/12	01/31/2012	019145	BA	3598				(25,000.00)	0.00	0.00	BUDGET TRANSFER
6/12	03/06/2012	019145	IN	28303	1141738	C 3/12/12	021638 - ARTE DITTA INC DBA	0.00	3,800.00	0.00	Reconfigure 7th floor
6/12	03/06/2012	019145	IN	28303	1141738	C 3/12/12	021638 - ARTE DITTA INC DBA	0.00	760.00	0.00	Design Service--5th floor
6/12	03/07/2012	019145	IN	711316	1141356	C 3/12/12	036275 - IUTTO, JAMES N	0.00	2,575.00	0.00	REMOVAL OF HOOKS & SHIELVING FO
6/12	03/21/2012	019145	IN	711257	1143194	C 4/12/12	008254 - WARREN METAL DOORS & FRAM	0.00	99.00	0.00	INTERIOR DOOR FRAM RENOVATION
6/12	03/22/2012	019145	IN	711309	1143084	C 4/12/12	007307 - SEACOAST SUPPLY L & W SUPPLY	0.00	223.55	0.00	STUDS
6/12	03/28/2012	019145	PO	0070558	0		021638 - ARTE DITTA INC DBA	0.00	0.00	12,512.50	Floor to Ceiling Glass Walls /
6/12	03/28/2012	019145	PO	0070558	0		021638 - ARTE DITTA INC DBA	0.00	0.00	4,267.00	Shipping & Handling, Delivery
7/12	04/04/2012	019145	IN	214229	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	2,624.40	0.00	Sound Equipment replacement pa
7/12	04/04/2012	019145	IN	216411	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	1,294.53	0.00	Sound Equipment Replacement Pa
7/12	04/04/2012	019145	IN	216836	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	78.72	0.00	Sound Equipment replacement pa
7/12	04/04/2012	019145	IN	217048	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	900.00	0.00	Yamaha Mixer--Sound Equipment
7/12	04/04/2012	019145	IN	217946	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	460.00	0.00	Atech Mic Gooseneck Condenser
7/12	04/04/2012	019145	IN	217947	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	2,068.56	0.00	Shure Mic 12" Gooseneck Cardio
7/12	04/04/2012	019145	IN	281040	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	218.85	0.00	Shur BETA 87A sound equipment
7/12	04/04/2012	019145	IN	218226	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	(673.56)	0.00	credit for mixer--sound equipm
7/12	04/04/2012	019145	IN	218233	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	300.00	0.00	Sound Equipment Replacement Pa
7/12	04/04/2012	019145	IN	218233	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	4,000.00	0.00	System Installation--Sound equ
7/12	04/04/2012	019145	IN	218234	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	(71.50)	0.00	Credit--inline fental plugs son
7/12	04/05/2012	019145	IN	0070558-3/30/12	1142675	C 4/11/12	021638 - ARTE DITTA INC DBA	0.00	6,256.25	0.00	Floor to Ceiling Glass Walls /
7/12	04/05/2012	019145	LI	0070558-3/30/12	1142675	C 4/11/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-6,256.25	Floor to Ceiling Glass Walls /
7/12	04/05/2012	019145	IN	0070558-3/30/12	1142675	C 4/11/12	021638 - ARTE DITTA INC DBA	0.00	2,133.50	0.00	Shipping & Handling, Delivery
7/12	04/05/2012	019145	LI	0070558-3/30/12	1142675	C 4/11/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-2,133.50	Shipping & Handling, Delivery
7/12	04/09/2012	019145	IN	711362	1142736	C 4/11/12	034780 - CITY ELECTRIC SUPPLY CO INC	0.00	123.08	0.00	PNS035002 CABLE FOR CITY HALL

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**CITY OF PENSACOLA, FLORIDA
EXPENDITURE TRANSACTION ANALYSIS
thru 3/18/2013**

FUND: 307 LOCAL OPTION SALES TAX FD
COST CENTER: 389041 PENNY FOR PROG EQUIP-ROAD & ST FAC

PD	DATE	PROJ#	I/C	RP/PO#E	CHK	CK STATUS &CLR/DTE	VEND # / NAME	BUDGET	EXPEND.	ENCUMB.	DESCRIPTION
7/12	04/17/2012	019145	IN	713875	1144418	V 7/13/12	032636 - GLAZE COMMUNICATIONS SERVI	0.00	2,172.78	0.00	DISCONNECT MOD FURNITURE
7/12	04/23/2012	019145	PO	0070626	0		039556 - LEE'S GLASS & WINDOW WORKS	0.00	0.00	12,850.00	Furnish and Install New Storef
8/12	05/04/2012	019145	PO	0070662	0		023982 - SRT SUPPLY INC	0.00	0.00	3,300.47	Walkthrough metal detector for
8/12	05/24/2012	019145	PO	0070714	0		021638 - ARTE DITTA INC DBA	0.00	0.00	9,053.00	7th Floor Reception Station
8/12	05/24/2012	019145	IN	0070714-52312	1145062	C 5/25/12	021638 - ARTE DITTA INC DBA	0.00	4,526.50	0.00	7th Floor Reception Station
8/12	05/24/2012	019145	LI	0070714-52312	1145062	C 5/25/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-4,526.50	7th Floor Reception Station
9/12	06/07/2012	019145	LN	0070662-71222	1146391	C 6/13/12	023982 - SRT SUPPLY INC	0.00	3,300.47	0.00	Walkthrough metal detector for
9/12	06/07/2012	019145	LI	0070662-71222	1146391	C 6/13/12	023982 - SRT SUPPLY INC	0.00	0.00	-3,300.47	Walkthrough metal detector for
10/12	07/03/2012	019145	IN	CH-1	1147514	C 7/13/12	036275 - HUTTO, JAMES N	0.00	3,740.00	0.00	wall removal 7th floor - City
10/12	07/03/2012	019145	IN	I0087909	1147923	C 7/12/12	000220 - PENSACOLA GLASS COMPANY	0.00	166.00	0.00	48x60" tempered glass
10/12	07/10/2012	019145	TN	9309-3	1149713	C 8/13/12	000866 - SHERWIN WILLIAMS INC	0.00	168.30	0.00	gallon paint- 7th flr
10/12	07/11/2012	019145	IN	P2870621694	1149705	C 8/14/12	007307 - SEACOAST SUPPLY L & W SUPPLY	0.00	97.16	0.00	materials for wall restreure
10/12	07/11/2012	019145	IN	9375-4	1149713	C 8/13/12	000866 - SHERWIN WILLIAMS INC	0.00	14.39	0.00	Quart- AR6W151
10/12	07/11/2012	019145	TN	9390-3	1149713	C 8/13/12	000866 - SHERWIN WILLIAMS INC	0.00	144.12	0.00	4 gallons paint- B30W251 & B30
10/12	07/13/2012	019145	IN	713875	0		032636 - GLAZE COMMUNICATIONS SRVCS	0.00	(2,172.78)	0.00	DISCONNECT MOD FURNITURE
10/12	07/16/2012	019145	IN	9486-9	1149713	C 8/13/12	000866 - SHERWIN WILLIAMS INC	0.00	85.77	0.00	3 gallons of Lbx. Extra
10/12	07/16/2012	019145	IN	1358	1149497	C 8/13/12	002923 - HUEYS WORKS	0.00	1,350.00	0.00	office and lobby painting
10/12	07/16/2012	019145	IN	12-388	1149451	C 8/14/12	032636 - GLAZE COMMUNICATIONS SRVCS	0.00	118.12	0.00	Move and reterminate wiring on
10/12	07/23/2012	019145	TN	01352039	1149643	C 8/13/12	000221 - PENSACOLA HARDWARE CO	0.00	10.77	0.00	minwas putty, and beats the ma
10/12	07/23/2012	019145	IN	01352043	1149643	C 8/13/12	000221 - PENSACOLA HARDWARE CO	0.00	23.79	0.00	interior latex flat
10/12	07/25/2012	019145	TN	0070558-28561	1148349	C 7/27/12	021638 - ARTE DITTA INC DBA	0.00	6,256.25	0.00	Floor to Ceiling Glass Walls /
10/12	07/25/2012	019145	LI	0070558-28561	1148349	C 7/27/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-6,256.25	Floor to Ceiling Glass Walls /
10/12	07/25/2012	019145	IN	0070558-28561	1148349	C 7/27/12	021638 - ARTE DITTA INC DBA	0.00	2,133.50	0.00	Shipping & Handling, Delivery
10/12	07/25/2012	019145	LI	0070558-28561	1148349	C 7/27/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-2,133.50	Shipping & Handling, Delivery
10/12	07/25/2012	019145	IN	0070714-28563	1148349	C 7/27/12	021638 - ARTE DITTA INC DBA	0.00	3,671.50	0.00	7th Floor Reception Station
10/12	07/25/2012	019145	LI	0070714-28563	1148349	C 7/27/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-3,671.50	7th Floor Reception Station
11/12	08/01/2012	019145	TN	287021339	1149705	C 8/14/12	007307 - SEACOAST SUPPLY L & W SUPPLY	0.00	78.00	0.00	10' studs, panheads/finn three
11/12	08/01/2012	019145	IN	6816-3	1149713	C 8/13/12	000866 - SHERWIN WILLIAMS INC	0.00	57.18	0.00	LTX FL Extra- 2 gallons
11/12	08/01/2012	019145	TN	9578-3	1149713	C 8/13/12	000866 - SHERWIN WILLIAMS INC	0.00	222.01	0.00	6 gallons fo Ltx FL Extra, can
11/12	08/01/2012	019145	IN	CH-8	1149500	C 8/16/12	036275 - HUTTO, JAMES N	0.00	2,978.00	0.00	remove existing wall and frami
11/12	08/02/2012	019145	LN	0070626-1661	1149557	C 8/13/12	039556 - LEE'S GLASS & WINDOW WORKS	0.00	12,850.00	0.00	Furnish and Install New Storef

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**CITY OF PENSACOLA, FLORIDA
EXPENDITURE TRANSACTION ANALYSIS
thru 3/18/2013**

FUND: 307 LOCAL OPTION SALES TAX FD
COST CENTER: 389041 PENNY FOR PROG EQUIP -ROAD & ST FAC

<u>PD</u>	<u>DATE</u>	<u>PROJ#</u>	<u>T/C</u>	<u>RP/PO/LE</u>	<u>CHK</u>	<u>CK STATUS & CLR DTE</u>	<u>VEND #/NAME</u>	<u>BUDGET</u>	<u>EXPEND.</u>	<u>ENCLMB.</u>	<u>DESCRIPTION</u>
11/12	08/02/2012	019145	LI	0070626-1661	1149557	C 8/13/12	039556 - LEE'S GLASS & WINDOW WORKS	0.00	0.00	-12,850.00	Furnish and Install New Storref
11/12	08/02/2012	019145	PO	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	1,241.10	Florida State ContractA#425-00
11/12	08/02/2012	019145	PO	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	558.99	K60RB-
11/12	08/02/2012	019145	PO	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	2,993.08	K601A--
11/12	08/02/2012	019145	PO	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	340.00	Freight
11/12	08/06/2012	019145	TN	0070714-28659	1149274	C 8/13/12	021638 - ARTE DITTA INC DBA	0.00	590.00	0.00	7th Floor Reception Station
11/12	08/06/2012	019145	LI	0070714-28659	1149274	C 8/13/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-590.00	7th Floor Reception Station
11/12	08/13/2012	019145	BA	4801				4,070.00	0.00	0.00	BUDGET TRANSFER
11/12	08/22/2012	019145	IN	10088894	1151131	C 9/12/12	000220 - PENSACOLA GLASS COMPANY	0.00	143.00	0.00	48" x 60"
11/12	08/22/2012	019145	IN	89065MP	1151279	C 9/12/12	008254 - WARREN METAL DOORS & FRAM	0.00	1,170.00	0.00	M32 Mag lock
11/12	08/30/2012	019145	IN	89065MP	1151279	C 9/12/12	008254 - WARREN METAL DOORS & FRAM	0.00	430.00	0.00	LCN 1461 closures and installat
12/12	09/25/2012	019145	IN	2522-000	1152799	C 10/12/12	000708 - HILLER SYSTEMS INC	0.00	1,072.50	0.00	6e in door locks permit
12/12	09/25/2012	019145	BA	5209				700.00	0.00	0.00	BUDGET TRANSFER
12/12	09/30/2012	019145	BA	5507				17,658.00	0.00	0.00	BUDGET TRANSFER
13/12	09/30/2012	019145	GJ	40000				0.00	5,133.16	0.00	FY12 CONTRACTS PAYABLE
0/13	10/01/2012	019145	OP	0070714	0		021638 - ARTE DITTA INC DBA	0.00		265.00	7th Floor Reception Station
0/13	10/01/2012	019145	OP	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00		1,241.10	Florida State ContractA#425-00
0/13	10/01/2012	019145	OP	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00		558.99	K60RB-
0/13	10/01/2012	019145	OP	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00		2,993.08	K601A--
0/13	10/01/2012	019145	OP	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00		340.00	Freight
1/13	10/01/2012	019145	GJ	40000-R				0.00	(5,133.16)	0.00	FY12 CONTRACTS PAYABLE
1/13	10/08/2012	019145	IN	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	1,241.09	0.00	Florida State ContractA#425-00
1/13	10/08/2012	019145	LI	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	-1,241.10	Florida State ContractA#425-00
1/13	10/08/2012	019145	LN	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	558.99	0.00	K60RB-
1/13	10/08/2012	019145	LI	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	-558.99	K60RB--
1/13	10/08/2012	019145	LN	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	2,993.08	0.00	K601A--
1/13	10/08/2012	019145	LI	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	-2,993.08	K601A--
1/13	10/08/2012	019145	TN	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	340.00	0.00	Freight

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**CITY OF PENSACOLA, FLORIDA
EXPENDITURE TRANSACTION ANALYSIS
thru 3/18/2013**

FUND: 307 LOCAL OPTION SALES TAX FD
COST CENTER: 389041 PENNY FOR PROG EQUIP-ROAD & ST FAC

PD	DATE	PROJ #	T/C	RP/PO/TE	CHK	CK STATUS & CLR DTE	VEND # / NAME	BUDGET	EXPEND.	ENCUMB.	DESCRIPTION
1/13	10/08/2012	019145	LI	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	-340.00	Freight
1/13	10/11/2012	019145	PO	0071034	0		053570 - TERRY JOHNSON LLC	0.00	0.00	16,390.00	Furnish all labor and material
1/13	10/25/2012	019145	IN	0658-5	1154746	C 11/19/12	000866 - SHERWIN WILLIAMS INC	0.00	57.18	0.00	renovation project 7th floor
1/13	10/25/2012	019145	IN	01366935	1154389	C 11/13/12	000221 - PENSACOLA HARDWARE CO	0.00	72.64	0.00	eggshell and primer
1/13	10/25/2012	019145	IN	mayor-ott12/leg 3	1154245	C 11/9/12	036275 - HUITTO, JAMES N	0.00	6,792.65	0.00	renov. project 7th floor city
1/13	10/31/2012	019145	IN	0071034-504	1154520	C 11/13/12	053570 - TERRY JOHNSON LLC	0.00	16,390.00	0.00	Furnish all labor and material
1/13	10/31/2012	019145	LI	0071034-504	1154520	C 11/13/12	053570 - TERRY JOHNSON LLC	0.00	0.00	-16,390.00	Furnish all labor and material
2/13	11/02/2012	019145	IN	PNS/040450	1154082	C 11/14/12	034780 - CITY ELECTRIC SUPPLY CO INC	0.00	126.97	0.00	T-bar bracket, stainless steel
2/13	11/26/2012	019145	BA	131				266.00	0.00	0.00	POST BUD RES NO. 54-12
2/13	11/28/2012	019145	IN	01372498	1156018	C 12/11/12	000221 - PENSACOLA HARDWARE CO	0.00	23.36	0.00	promaster int. latex eggshell
2/13	11/29/2012	019145	IN	007502002083	1155857	C 12/12/12	010456 - GLIDDEN PAINT CO	0.00	41.01	0.00	Diamond 350 Egg, winterleaf
3/13	12/03/2012	019145	IN	01374951	1156329	C 12/18/12	000221 - PENSACOLA HARDWARE CO	0.00	118.07	0.00	ceiling paint
3/13	12/04/2012	019145	IN	01375212	1157592		000221 - PENSACOLA HARDWARE CO	0.00	45.68	0.00	primer - city hall-
3/13	12/14/2012	019145	BA	136				17,662.00	0.00	0.00	POST BUD RES NO. 62-12
4/13	01/14/2013	019145	BA	5694				6,500.00	0.00	0.00	BUDGET TRANSFER
4/13	01/17/2013	019145	IN	01383643	1159255		000221 - PENSACOLA HARDWARE CO	0.00	68.60	0.00	eggshell paint, tape and spack
4/13	01/24/2013	019145	IN	3460-3	1159319		000866 - SHERWIN WILLIAMS INC	0.00	38.88	0.00	paint for renov. 7th floor
4/13	01/24/2013	019145	IN	8095	1159307		018370 - SAM'S WHOLESALE CLUB	0.00	124.90	0.00	moving boxes- City Hall renov
5/13	02/01/2013	019145	IN	7446700	1159337		023982 - SRT SUPPLY INC	0.00	35.98	0.00	GRT1600600 test piece to simul
5/13	02/01/2013	019145	IN	7446700	1159337		023982 - SRT SUPPLY INC	0.00	17.50	0.00	GRT1620570 test piece to simul
5/13	02/01/2013	019145	IN	7446700	1159337		023982 - SRT SUPPLY INC	0.00	10.50	0.00	Freight
5/13	02/22/2013	019145	BA	5887				10,000.00	0.00	0.00	BUDGET TRANSFER
TOTAL CONST WORK IN PROGRESS:								<u>131,856.00</u>	<u>103,464.79</u>	<u>5,663.17</u>	
TOTAL 389041 PENNY FOR PROG EQUIP-ROAD & ST FAC :								<u>131,856.00</u>	<u>103,464.79</u>	<u>5,663.17</u>	
TOTAL 307 LOCAL OPTION SALES TAX FD :								<u>131,856.00</u>	<u>103,464.79</u>	<u>5,663.17</u>	
REPORT TOTAL:								<u>131,856.00</u>	<u>103,464.79</u>	<u>5,663.17</u>	



7th Floor Reception Area | SEATING

City of Pensacola

Line #	Model #	Part Description	Qty	Unit Sell	Ext Sell
Seating					
1	K60TR4219G	VILLA, TABLE, ROUND, 42x19, MATTE GLASS TOP	1	\$1,241.10	\$1,241.10
	FINISH PRICE GROUP	STANDARD GROUP 1			
	FINISH COLOR	BRIGHTON			
2	K60RB	VILLA, LOUNGE, RECTANGULAR BENCH	1	\$558.99	\$558.99
	SEAT UPHOLSTERY GRADE	GRADE 2			
	SEAT UPHOLSTERY PATTERN	LEGACY CHIFFON			
	COLOR				
	SEAT CUSHION	STANDARD			
3	K601A	VILLA, LOUNGE, ONE SEAT, WITH ARMS	4	\$748.27	\$2,993.08
	BACK UPHOLSTERY GRADE	GRADE 2			
	BACK UPHOLSTERY PATTERN	LEGACY CHIFFON			
	COLOR				
	SEAT UPHOLSTERY GRADE	GRADE 2			
	SEAT UPHOLSTERY PATTERN	LEGACY CHIFFON			
	COLOR				
	ARM UPHOLSTERY GRADE	GRADE 2			
	PRIMARY UPH PATTERN	LEGACY CHIFFON			
	COLOR				
	SEAT CUSHION	STANDARD			
				Sub-Total	\$4,793.17
Services					
4	INSTALL	Project Management, Delivery + Installation	1	\$340.00	\$340.00
				Sub-Total	\$340.00
				Grand Total	\$5,133.17

ADDITIONAL NOTES ::

Line #	Model #	Part Description	Qty	Unit Sell	Ext Sell
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Pricing is based on manufacturers State of Florida Contract # 425-001-06-1

Please address purchase order to:

Kimball International Marketing Inc
C/O CONTRACT RESOURCES
1600 Royal Street, Mail Code KO-222
Jasper, IN 47549-2010

From: Dick Barker Jr
Sent: Friday, December 21, 2012 9:36 AM
To: Laura Picklap
Subject: Re: Reclassification

See me

Richard Barker, Jr.
CITY OF PENSACOLA
Chief Financial Officer
P. O. Box 12910
222 West Main Street
Pensacola, FL 32502
(850) 435-1830

For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

On Dec 21, 2012, at 9:02 AM, "Laura Picklap" <lpicklap@cityofpensacola.com> wrote:

See below...they are over in the 7th floor renovations. I have asked John to give me an estimate of how much more he thinks he will need but he said he is not the one in charge of the project as there are other departments charging there (looks like mayor's office). Should I only move enough to cover the negative budget plus what John thinks he will need? Also, where should I pull the funding from?

Currently in the negative by \$5,958.88.

Laura

From: John OBrien
Sent: Friday, December 21, 2012 8:49 AM
To: Laura Picklap
Subject: RE: Reclassification

Thank you.

We have an invoice for the continuing renovations on the 7th floor. We have charged to 307-389041-9669-019145, however, the account, which is managed by someone else, is over budget by \$6,004.56. Need to have \$124.90 to process invoice.

John

From: Laura Picklap
Sent: Friday, December 21, 2012 8:03 AM
To: John OBrien
Subject: RE: Reclassification

Reclass complete.

Laura Picklap, CPA
Financial Services
City of Pensacola
222 W. Main Street Pensacola, Florida
Phone (850) 435-1822 Fax (850) 435-1700

<image001.jpg>

For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

Notice: Florida has a very broad public records law. Most written communications to or from state and local officials regarding government business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: John OBrien
Sent: Thursday, December 20, 2012 1:05 PM
To: Laura Picklap
Subject: Reclassification

Laura,

Please reclassify the following:

IN 19050 dated 11/29/12 \$975.00

FROM: 001-088001-9355-172198
TO: 001-088001-9355-172254

BA #5583 posted sufficient funds and this charge should have been posted in new project number.

Thanks

*John O'Brien
Budget/Finance Officer
Public Works & Facilities Dept.
2757 N. Palafox Street
Pensacola, FL 32501
(850) 436-5548
Fax (850) 595-1012
jobrien@cityofpensacola.com*

"All your dreams come true, if you have the courage to pursue them" - Walt Disney

<image002.png>

For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

Notice: Florida has a very broad public records law. Most written communications to or from state and local officials regarding government business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

The message was checked by ESET Endpoint Antivirus.

<http://www.eset.com>

Information from ESET Endpoint Antivirus, version of virus signature database 8546 (20130709)

The message was checked by ESET Endpoint Antivirus.

<http://www.eset.com>


COUNCIL MEMORANDUM

July 18, 2013



LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:516

SPONSOR: Ashton J. Hayward, III, Mayor 

SUBJECT: Tentative Millage Rate – Fiscal Year 2014

MOTION:

That City Council set the tentative fiscal year 2014 millage rate for the City of Pensacola at 4.2895 mills and for the Downtown Improvement District at 2.0000 mills and authorize the Mayor to set final levies in compliance with the new property tax reform regulations. Further that the Mayor may administratively adjust the final adopted millage rate upon receipt of the final valuation if the City's final current year gross taxable value is reduced by more than 1%. Finally, that the first public hearing on fiscal year 2014 millage rates be held on September 4, 2013 at 5:15 p.m. in Council Chambers.

AGENDA: _____ Regular X Consent

Hearing Required: Public _____ Quasi-Judicial _____ No Hearing Required X

SUMMARY:

Annually, each taxing authority in Florida must submit a tentative ad valorem tax millage rate to the Property Appraiser and Tax Collector. Tentative millage must also be publicly advertised as required by the Truth in Millage Law (TRIM). The legal deadline for submission of the fiscal year 2014 advertised ad valorem tax rate is August 4, 2013. The millage advertisement must include the date, time and place for the first Public Hearing. By law, a taxing authority cannot exceed its advertised millage rate without extraordinary effort. Therefore, the advertised rate determines the maximum millage rate that a taxing authority can adopt.

The City Council will hold Budget Workshops on July 22, 2013 – July 24, 2013 at 9:00 a.m. in the Hagler/Mason Conference Room at City Hall for deliberations on the proposed budget. The City's preliminary taxable value for Real and Personal Property came to \$2,932,502,372 which is an increase of 0.87% from the final FY 2013 value. Amendment 1 brought forth a new formula to determine the maximum millage rate that can be levied without a super-majority vote. Based on that calculation the maximum millage rate that the City could impose has been calculated at 5.8622 mils which equates to an additional \$4.4 million in property tax revenue. However the Mayor is recommending maintaining the same millage rate as FY 2013 which is 4.2895 and is below the calculated maximum millage rate allowed.

The Mayor is responsible for submitting the tentative millage rate for the City of Pensacola and the Downtown Improvement District. City Council will formally adopt a millage rate for each entity during the Public Hearings on the budget. The first hearing is tentatively scheduled for September 4, 2013 at 5:15 p.m. in Council Chambers. The second hearing is tentatively set for September 11, 2013 at 5:15 p.m. and will also be held in Council Chambers.

PRIOR ACTION: None

FUNDING: N/A

FINANCIAL IMPACT:

Approval of the fiscal year 2014 millage rates for the City of Pensacola and the Downtown Improvement District at 4.2895 mills and 2.0000 mills, respectively, will provide funding for a balanced budget. The total certification value for Real and Personal Property is \$2,932,502,372, an increase of 0.87%. This valuation will result in an increase of property tax revenue of \$60,500 from the fiscal year 2013 beginning budget. The City's contribution to the CRA increased by \$26,600 and the Eastside TIF increased by \$600.

The June 1, 2013 and the July 1, 2013 Taxable Value Estimates prepared by Escambia County Property Appraiser Chris Jones are reflected in the following table.

	FY 2013 FINAL	FY 2014 JUNE 1ST ESTIMATE	DIFFERENCE	%
City of Pensacola Valuation	2,907,222,065	2,910,926,784	3,704,719	0.13%
DIB Valuation	169,846,068	169,144,570	(701,498)	-0.41%
CRA				
City/County	339,013,630	345,846,320	6,832,690	2.02%
DIB	84,206,428	87,498,796	3,292,368	3.91%
Eastside TIF	6,349,029	6,451,303	102,274	1.61%
Westside TIF	(17,733,135)	(19,222,868)	(1,489,733)	8.40%

	FY 2013 FINAL	FY 2014 JULY 1ST ESTIMATE	DIFFERENCE	%
City of Pensacola Valuation	2,907,222,065	2,932,502,372	25,280,307	0.87%
DIB Valuation	169,846,068	169,405,037	(441,031)	-0.26%
CRA				
City/County	339,013,630	345,536,510	6,522,880	1.92%
DIB	84,206,428	87,439,756	3,233,328	3.84%
Eastside TIF	6,349,029	6,482,243	133,214	2.10%
Westside TIF	(17,733,135)	(18,519,355)	(786,220)	-4.43%

STAFF CONTACT:

Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

None.

PRESENTATION:

No.




COUNCIL MEMORANDUM

July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:517

SPONSOR: Ashton J. Hayward, III, Mayor 

SUBJECT: Interlocal Agreement between Escambia County and the City of Pensacola-West Florida Public Library System

MOTION:

That City Council approve and authorize the Mayor to execute the Interlocal Agreement between Escambia County and the City of Pensacola relating to the West Florida Public Library System and authorize the Mayor to execute lease agreements with Escambia County for the City owned Library Facilities.

AGENDA: X Regular Consent

Hearing Required: Public Quasi-Judicial No Hearing Required X

SUMMARY:

On November 13, 2012 City Council adopted an ordinance authorizing Escambia County to levy a Municipal Service Taxing Unit (MSTU) within the incorporated area upon the adoption by Escambia County to levy a MSTU within the unincorporated area for a dedicated funding source for the West Florida Public Library System ("Library System"). The Interlocal Agreement transfers all administrative and operational functions of the Library System to the County and authorizes the countywide (including the City limits) MSTU to be allocated by the County to fund the Library System operations effective October 1, 2013.

Highlights of the Interlocal agreement are as follows:

1. All current City Library employees shall be transferred to the County at the same rate of compensation as currently paid by the City and shall be credited with a leave balance not in excess of four hundred (400) hours to be funded from the transfer of the City's remaining Library Fund Balance.
2. The County shall be responsible for all operating expenses, facilities management and information distribution technologies for all Library System facilities. These expenses will be funded through the MSTU.
3. The following facilities shall comprise the Library System:
 - a. City owned facilities: Downtown Library, Tryon Branch and Legion Field Neighborhood Resource Center.
 - b. Third party owned facilities: Westside Branch and West Florida Genealogy Library.
 - c. County owned facilities: Southwest Branch, Century Branch and Molino Branch.
4. The use of all City owned Library System facilities shall be granted to the County at no cost or expense to the County. Individual lease agreements describing the leased premises and the terms and conditions of the lease will be executed for each City owned building in the Library System with an effective date

corresponding to the Interlocal agreement. See attached sample lease agreement for the Downtown Library branch.

5. The ownership of all tangible personal property, including all library materials, shall be granted to the County at no cost or expense to the County.
6. If for any reason, any building or property utilized as part of the Library System is no longer utilized by the County as a public library facility then such building or property shall be returned to the original owner.
7. Capital improvements for City owned facilities will be the responsibility of the City and capital improvements for County owned facilities will be the responsibility of the County.
8. The County shall assume the operation of the Westside Branch facility and the Genealogy Branch facility contingent upon the City maintaining suitable lease agreements with the respective third party property owners. The lease fees shall be reimbursed to the City by the County from the MSTU.
9. The County shall be responsible for maintaining liability insurance coverage for all the Library System facilities.
10. The City shall maintain property insurance coverage for all City owned buildings, permanent improvements and fixtures.
11. The County shall maintain property insurance coverage for the full replacement value of all personal property, including all library materials for all City owned and leased Library System facilities.
12. Additional branches may be included as part of the Library System at the County's discretion.
13. Any discontinuance in the operation and funding of any of the Library System facilities or consolidation of Library System assets into remaining Library System facilities must be approved by the West Florida Public Library Board of Governance (Board of Governance).
14. The Board of Governance shall establish policy of the Library System and make recommendations to the Escambia County Board of County Commissioners regarding the annual budget.
15. The Interlocal agreement may be terminated by either party at any time for any reason no later than March 31st effective for the subsequent Fiscal Year.

PRIOR ACTION:

April 22, 2013, City Council authorized the Mayor to execute a month to month lease agreement for the Westside Branch Library until completion of the Legion Field Neighborhood Resource Center.

February 28, 2013, City Council appointed Dianne P. Robinson to the West Florida Public Library Board of Governance for a term of two years.

December 13, 2012, City Council adopted Ordinance # 27-12 authorizing the County to levy the MSTU inside the City limits for Library System funding for a period of 10 years.

July 19, 2001, City Council approved proposed amendments to the Interlocal Agreement between the City and County regarding the Library System.

October 1, 1982, City Council approved the Interlocal Agreement between the City and County regarding operating and funding of the Library System.

FUNDING:

None

**FINANCIAL
IMPACT:**

Due to the structure of the proposed Interlocal agreement, the City will be financially responsible for the following:

One-time Costs:

1. The City will transfer the remaining Library fund balance to cover the cost of accrued leave for Library employees transferring to the County, estimated at \$200,000.
2. Library owned furniture, fixtures and equipment purchased with LOST monies with a book value of \$649,300 will be transferred to the County.

On-going Costs:

3. Historically the Library budget has provided for a payment to the City's General Pension and Retirement Fund which in Fiscal Year 2013 was budgeted at \$561,000. This payment will no longer be made for the accrued pension liability and will remain a City cost.
4. The City will maintain property insurance on City owned Library System facilities estimated at \$75,000 annually.
5. The City will be responsible for capital improvements for City owned Library System facilities. Capital improvement is defined as equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, having a purchase price of greater than \$5,000 and a life expectancy of greater than 5 years.
6. In Fiscal Year 2013 the Library's budget included approximately \$684,800 in allocated costs from services performed by various City Departments/Divisions such as Risk Management, Technology Resources and General Fund Departments/Divisions. While the transfer of Library operations to the County will reduce the support level necessary by City Departments, this cost will not be fully recovered and the difference will remain a City cost.

Because the MSTU is not fully funding the cost of the Library System and the City will be responsible for the above mentioned costs, rolling back the millage rate on a dollar for dollar basis equal to the amount of the Fiscal Year 2013 funding level in an effort to make the imposition of the MSTU tax revenue neutral is not a viable option for the City from a budget standpoint. However, City property taxpayers will receive the benefit from any County reduction in the countywide millage rate.

STAFF CONTACT:

Richard Baker, Jr., Chief Financial Officer
Darlene Howell, Library Administrator

Council Memorandum
Interlocal Agreement
July 18, 2013
Page #4

ATTACHMENTS:

- 1) Interlocal Agreement Between Escambia County And The City of Pensacola Relating to the West Florida Public Library System.
- 2) Sample Lease Agreement for City Owned Library Facilities.

PRESENTATION: No.

ATTACHMENT #1

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND
THE CITY OF PENSACOLA RELATING TO THE WEST FLORIDA
PUBLIC LIBRARY SYSTEM**

THIS AGREEMENT is made this _____ day of _____, 2013, by and between the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida, 32597-1591, its successors and assigns (hereinafter, the "County"), acting through its Board of County Commissioners, and the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Parties, as local governmental units of the State of Florida, have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Parties are authorized by §§163.01, Florida Statutes, et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the West Florida Public Library System provides library services to residents throughout the unincorporated areas of Escambia County and the corporate limits of the Town of Century and the City of Pensacola; and

WHEREAS, the County and City previously entered into an Interlocal Agreement, dated June 21, 2001, designating the City as the administrator of the Library System and establishing a joint funding mechanism whereby each contributed funds on a per capita basis pursuant to a specified funding formula; and

WHEREAS, the County previously enacted an Ordinance creating a Municipal Services Taxing Unit (MSTU) for the purpose of funding library services within the unincorporated areas of Escambia County; and

WHEREAS, the City has authorized the inclusion of the corporate limits of the City of Pensacola as part of the geographical area of the MSTU for the purpose of funding library services within the corporate limits of the City of Pensacola; and

WHEREAS, due to increasing budgetary constraints, the Parties recognize the most viable means to provide continued funding for the West Florida Library System is through a countywide MSTU assessment imposed for the purpose of funding library services; and

WHEREAS, the Parties recognize the most efficient and effective manner to provide continued operation of the West Florida Library System is to transfer all administrative and operational functions to the County; and

WHEREAS, the County is willing and able to administer and fund the West Florida Library System subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Purpose of Agreement.

Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the County will provide library services, within Escambia County and the corporate limits of the Town of Century and the City of Pensacola.

Section 3. Term of Agreement.

This Agreement shall commence on October 1, 2013, and remain in full force and effect until terminated as provided herein.

Section 4. Responsibilities of the Parties.

4.1 Funding. Effective October 1, 2013, all funding for the Library System shall be allocated by the County on an annual basis in an amount equal to that which is collected from the countywide MSTU assessment for library services. The County shall reserve the right to retain up to 5% of said funding as reimbursement for administrative costs incurred as a result of the Agreement.

Within one hundred and fifty (150) days from September 30, 2013, the City shall transfer to County all remaining funds reserved in the West Florida Library Fund and applicable grant funding from the State Aid to Libraries Grant Program. Said transfer of funding shall not be less than the total value of the accrued leave liability for employees of the library system as of September 30, 2013, provided that no employee shall be credited with a leave balance in excess of four hundred (400) hours upon transfer of funding and transfer of employment from the City to the County.

4.2 Operational Expenses. Effective October 1, 2013, the County shall be responsible for payment of all Operational Expenses and such other services provided pursuant to this agreement as approved in the Annual Budget adopted by the Escambia County Board of County Commissioners. For the purpose of this agreement, "Operational Expenses" shall include all employee wages and forms of compensation for library personnel; applicable insurance costs; utilities; rents and leases; office supplies; and any other charges, costs or expenses incident to the operation of the library system.

4.3 Assets. The use of all Library System physical assets shall be granted to the County at no cost or expense to the County, including, but not limited to, any real property, structures and appurtenances, and tangible personal property on Library System premises. The ownership of all tangible personal property, including all library materials, shall also be granted to the County at no cost or expense to the County. Individual lease agreements describing the leased premises and the terms and conditions of the lease will be executed for each City owned building in the Library System with an effective date to correspond to this agreement. The continued use of third party owned Library System facilities shall be contingent upon the City maintaining suitable lease agreements with the third party property owners.

4.4 Asset Use. Any buildings or other personal property acquired by the County as part of the Library System physical assets shall be used exclusively in perpetuity for the Library System. If, for any reason, any building or property utilized as part of the Library System is no longer utilized by the County as a public library facility or in the event this agreement is terminated pursuant to this agreement then such building or property shall be returned to the original owner.

4.5 Personnel. Effective October 1, 2013, all current Library System employees without any prior unsatisfactory performance evaluations or record of disciplinary action shall be transferred to the County at the same rate of compensation. All Library System employees hired after the effective date of this Agreement shall be County employees. As County employees, all Library System personnel shall be eligible for Escambia County employee benefits. The County shall not be responsible for providing employee benefits in excess of any benefits currently provided to eligible County employees. All part time Library System personnel shall be eligible for Escambia County part time employee benefits.

4.6 Director. Effective October 1, 2013, the County shall employ a Director with demonstrated experience in library operations who shall be known as the Director of the West Florida Public Library System. The Director shall be an employee of the County and be responsible for the administration and supervision of all branch libraries and personnel. The Director shall carry out policy as established by the West Florida Public Library Board of Governance under the direction of the County Administrator.

4.7 Library System Branches. The following facilities shall comprise the Library System:

City owned facilities-

Downtown Library located at 239 North Spring Street

Tryon Branch located at 1200 Langley Avenue

Legion Field Neighborhood Resource Center at 1301 West Gregory Street

Third party owned facilities-

Westside Branch located at 1580 West Cervantes Street

West Florida Genealogy Library located at 5740 North 9th Avenue

County owned facilities-

Southwest Branch located at 12248 Gulf Beach Highway

Century Branch located at 7991 North Century Boulevard

Molino Branch located at 6450 Highway 95-A North

Additional branches may be included as part of the Library System at the County's discretion. Any discontinuance in the operation and funding of any of the library system's facilities or consolidation of library system assets into remaining library system facilities must be approved by the West Florida Public Library Board of Governance.

The County shall assume the operation of the Westside Branch facility located at 1580 West Cervantes Street and the West Florida Genealogy Branch facility located at 5740 North 9th Avenue contingent upon the City maintaining suitable lease agreements with the respective third party property owners. The lease fees shall be reimbursed by the County from the MSTU.

4.8 Information Technology. Effective October 1, 2013, the County shall be responsible for information distribution technologies for all Library System facilities, including, but not limited to, support and management of computer hardware, software, electronics, semiconductors, internet, telecom equipment, and other network components.

4.9 Capital Improvements. The County shall not be responsible for capital improvements for City owned Library System facilities.

For the purpose of this Agreement, "Capital Improvements" shall mean all equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, having a purchase price of greater than five thousand dollars (\$5,000.00), and a life expectancy of greater than five (5) years.

4.10 Facilities Maintenance. Effective October 1, 2013, except as otherwise noted herein, the County shall be responsible for general maintenance for all Library System facilities, including, but not limited to, custodial maintenance, equipment

maintenance, security and security systems, digital direct control monitoring and life safety services inspection, pest control, chemical treatment, waste disposal, and grounds keeping.

For the purpose of this Agreement, "General Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with the routine upkeep and cleaning of Library System facilities which is reasonably necessary to maintain a high level of service and which is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, manufacturer's recommendations, and promotion activities. The provision of general maintenance shall not include any capital improvements.

The City shall be responsible for providing grounds keeping at the Tryon Branch located at 1200 Langley Avenue for which County shall reimburse the City for related costs on a monthly basis in an amount not to exceed \$850.00 per month.

4.11 Accounting.

The County shall keep a separate accounting of MSTU funds and keep records and accounts of its financial affairs relating to the operation and management of the Library System which shall be available for examination by the City. Upon request, the County shall produce all documents required by such auditors detailing the expenditure of MSTU monies; and furnish, if issued, and requested by the City, a copy of any audit report of the Library System prepared by an independent certified public accountant licensed and in good standing in the State of Florida or such other financial examination report as may be issued.

4.12 Insurance.

During the term of this Agreement, the County shall be responsible for maintaining liability insurance coverage for the defense and satisfaction of claims for all Library System facilities as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by County, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement. The County is a qualified self-insurer pursuant to Florida Statutes for general liability and has established a self-insurance fund in lieu of purchasing liability insurance. Said self-insurance fund shall provide liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes applicable to the County. The County shall also be responsible for the defense and satisfaction of all claims under federal or state laws which are not limited by Florida sovereign immunity.

For all City owned Library branch facilities, the City shall procure and maintain property insurance (which may be self-insured at the sole discretion of the City) with extended coverage for the full replacement value of all buildings, permanent improvements and fixtures.

In the case of fire, casualty or natural disaster, the City agrees to be responsible for the repair or replacement of such buildings, permanent improvements and fixtures not to exceed the extent of applicable insurance proceeds plus the deductible amount.

In the event that the City owned Library Branch facilities shall be damaged by fire, casualty or natural disaster and such damage renders the building totally destroyed or substantially untenable, the City reserves the right in its sole discretion to repair the building or terminate the executed building lease. For the purposes of this paragraph the term "totally destroyed" shall mean that the total aggregate cost to repair or replace the damage to the building exceeds fifty percent (50%) of the "actual cash value" of the building at the time of the casualty event.

For all City owned and leased Library Branch facilities and the Main Library located within the city limits, the County shall procure and maintain property insurance with extended coverage for the full replacement value of all personal property, including all library materials. The County agrees to be responsible for the repair or replacement of all personal property, including library materials, necessitated as a result of a disaster.

Section 5. The West Florida Public Library Board of Governance.

The West Florida Public Library Board of Governance (hereinafter "Board of Governance") shall establish policy of the West Florida Public Library System and make recommendations to the Escambia County Board of County Commissioners regarding the annual budget.

Section 6. Termination.

This Agreement may be terminated by any party at any time and for any reason no later than March 31st effective for the subsequent Fiscal Year; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the City, or which subsequently are owed to the County by the City or owed to the City by the County as a result of enforcement actions concluded following the effective date of termination.

Section 7. Liability.

- (a) 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 City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused

by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.

- (b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each party's records shall be subject to audit after reasonable notice.

Section 8. Records.

The parties acknowledge that this Agreement 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 provision 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 Agreement.

Section 9. Assignment.

The 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.

Section 10. Headings.

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

Section 11. Survival.

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

Section 12. Interpretation.

- (a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.
- (b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 13. Severability.

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

Section 14. Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 15. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

County
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

City
City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Section 16. Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or

understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 17. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 18. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 19. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the City of Pensacola.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the City of Pensacola, signing by and through its Mayor.

COUNTY:

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Gene M. Valentino, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION

By: _____
Ashton J. Hayward III, Mayor

ATTEST:

By: _____
City Clerk

(Seal)

Legal in form and valid as drawn:

James M. Messer, City Attorney

STATE OF FLORIDA
COUNTY OF ESCAMBIA

LEASE AGREEMENT FOR DOWNTOWN MAIN LIBRARY

THIS LEASE AGREEMENT (the "Lease") is made and entered into to be effective as of _____ day of _____, 2013, by and between THE CITY OF PENSACOLA, a municipal corporation of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (the "Lessor") and the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida 32597-1591, its successors and assigns (the "Lessee").

FOR AND IN CONSIDERATION of the mutual benefits to be derived by the parties hereto from this Lease, the mutual promises contained herein and other and good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant and agree each with the other as follows:

I. STATEMENT OF PURPOSE

The execution of this Lease agreement is intended by the parties to foster and effectuate the provisions of that certain Interlocal Agreement Between Escambia County And The City of Pensacola Relating To The West Florida Public Library System, executed by the parties hereto and taking effect on October 1, 2013, by leasing the structure identified as the Downtown Library located at 239 North Spring Street, Pensacola, Florida, owned by the City of Pensacola, to the County of Escambia to serve as a library facility pursuant to the terms and conditions of the Interlocal Agreement.

II. PREMISES LEASED

Lessor hereby leases to Lessee, and the Lessor hereby leases from the Lessee, the real property described on Exhibit "A", attached hereto and made a part hereof by reference ("Leased Premises"), subject to the terms, provisions, and conditions of this Agreement.

III. INTERLOCAL AGREEMENT CONTROLLING

The parties agree that the terms, provisions and conditions of the Interlocal Agreement Relating To The West Florida Public Library System shall govern the rights, responsibilities and obligations of the parties under this Lease agreement, as the Interlocal Agreement shall specifically refer to the Downtown Facility which is the subject of this Lease, and that in the event of any conflict of provisions or ambiguity between this Lease agreement and the Interlocal Agreement, the terms and provisions of the Interlocal Agreement shall prevail.

IV. TERM

This Lease shall remain in force and effect for as long as the Interlocal Agreement remains in force and binding upon the parties; however, the parties may amend or terminate this Lease upon mutual consent and agreement.

V. USE OF PREMISES

The Property shall be utilized solely as a public library facility and other uses consistent and ancillary therewith. No other use of the property is permissible without having first sought and received the express permission of the Lessor.

VI. TITLE TO BUILDING AND IMPROVEMENTS

Title to the Property and any capital improvements of a permanent character that shall be placed upon the Property by Lessee shall remain in Lessor throughout and upon the termination of this Lease or any renewal or extension hereof.

VII. ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the Property at all reasonable times deemed necessary for inspection of the Property.

VIII. CARE AND MAINTENANCE

Lessee shall be responsible for all internal and external maintenance of the structure, as provided by the Interlocal Agreement.

IX. INSURANCE

The parties' obligations and responsibilities for insuring, repairing and replacing the Property and the defense of any claims arising from the use of the Property shall be as provided by the Interlocal Agreement.

X. NO ASSIGNMENT OF LESSEE'S RIGHTS

Lessee shall not assign its interest and obligations in the Lease without the express approval of the Lessor.

XII. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, creed, color, national origin, age, disability or sex in the use of the Property or the facilities and programs that may be made available to the public at the facility.

XIII. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: City Administrator
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502

Lessee: County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

XIV. PROVISIONS BINDING

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, including their successors and assigns, respectively.

XV. AMENDMENT

This Lease may not be altered, changed or amended except by an instrument in writing, signed by the parties hereto.

XVI. SEVERABILITY

If any provision of this lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

XVII. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

XVIII. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee on the subject of this Lease, and all prior or contemporaneous oral or written agreements, or representation of any nature with reference to the subject matter of this Lease are cancelled and superseded by the provisions of this Lease.

XIX. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall never be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

XX. EFFECTIVE DATE AND RECORDING

This Agreement, after being properly executed by all parties named herein, shall become effective immediately upon the effective date of the Interlocal Agreement, and it is the intent of the parties that such effective date will be October 1, 2013. Escambia County shall be responsible for recording this document in the public records of Escambia County promptly upon its taking effect.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the City of Pensacola, signing by and through its Mayor.

COUNTY:

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Gene M. Valentino, Chairman

Date: _____

**ATTEST: Pam Childers
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(Seal)

**THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION**

By: _____
Ashton J. Hayward III, Mayor

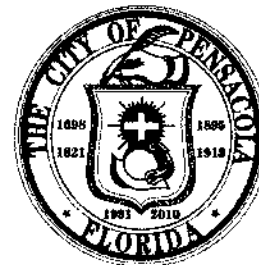
ATTEST:

By: _____
City Clerk

(Seal)

Legal in form and valid as drawn:

James M. Messer, City Attorney




COUNCIL MEMORANDUM

July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:518

SPONSOR: Ashton J. Hayward, III, Mayor 

SUBJECT: Airport - Acceptance of Land Use Plan

MOTION:

That City Council approve an Airport Land Use Plan as an instrument to guide future development of Airport owned property with goals of revenue enhancement and compatible use.

AGENDA: X Regular Consent

Hearing Required: Public Quasi-Judicial No Hearing Required X

SUMMARY:

Airport staff has identified over 450 acres of property surrounding and adjacent to the runways and taxiways that are available for a variety of economic development opportunities. With the assistance of one of its engineering/planning firms, staff further attempted to designate general categories of suitable land uses for the areas. The attached maps represent a proposed Land Use Plan to guide the optimal and compatible development strategies for these Airport properties. Establishing a land use strategy will provide a clearer, long-term approach to expand the tenant base and diversify revenue opportunities for future growth. This plan, used in conjunction with the Airport Master Plan, will assist with both aviation and non-aviation related development in areas that are compatible with aviation infrastructure and the surrounding communities. The development will in turn increase the non-airline revenue sources essential to maintaining the department's financial condition and competitive advantage. The revenue generated by future leases would not only be shared with the air carriers to lower their operating costs but also be a source of funds for future Airport capital improvements. Specific leases and development actions would be brought to the City Council on an individual basis for approval.

PRIOR ACTION: N/A

FUNDING: N/A

FINANCIAL IMPACT: N/A

STAFF CONTACT:

Greg Donovan, Airport Director

ATTACHMENTS:

- 1) Map – Acreage
- 2) Map – Aerial and Acreage

PRESENTATION:

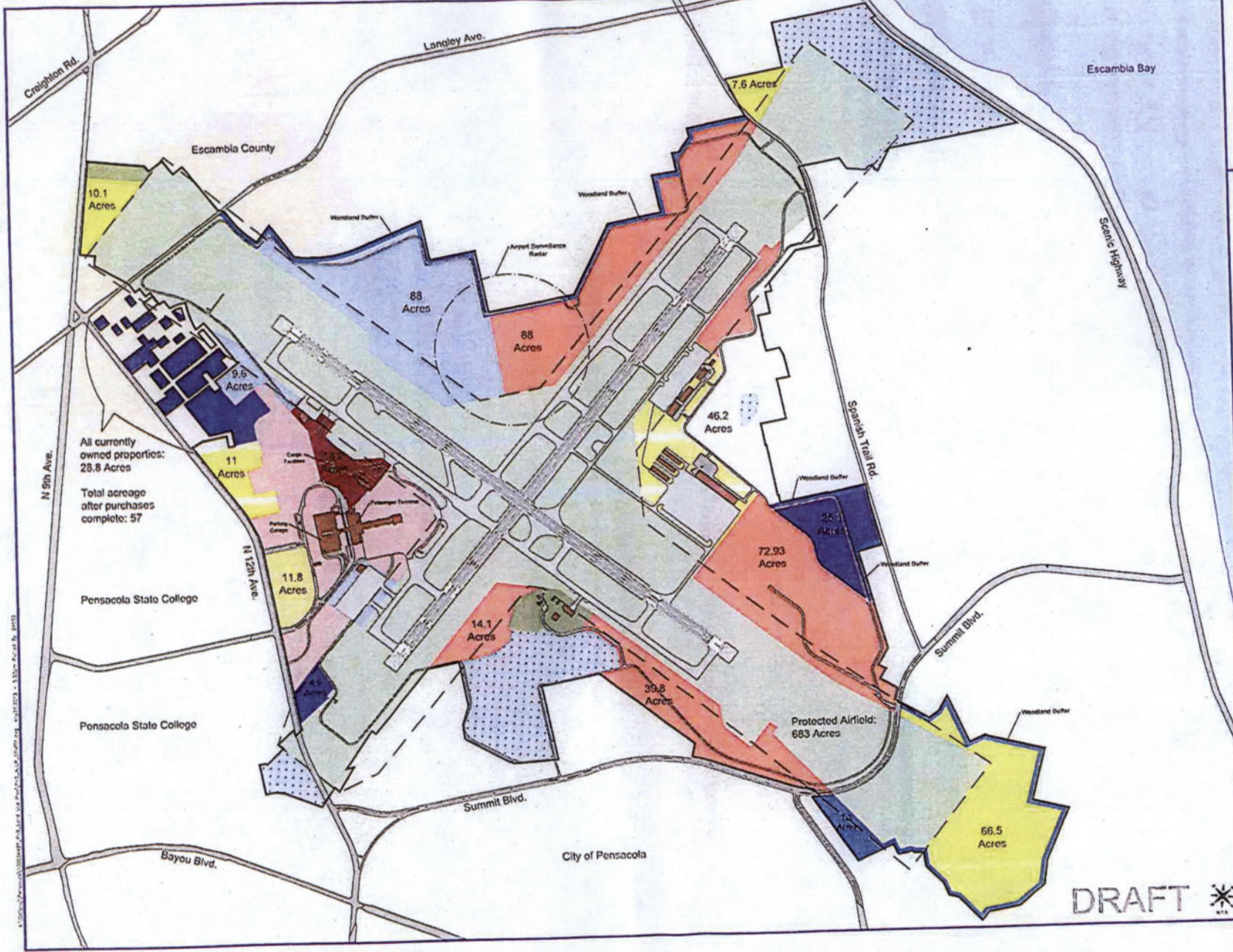
No.

Pensacola International Airport

Existing Airport Land-Use Map

LEGEND

- Airfield
 - Airfield Support
 - Passenger Facilities
 - General Aviation
 - Cargo Facilities
 - Stormwater Management & Wetlands
 - Recreational & Buffer
-
- | | Total Available |
|----------------------------|-----------------|
| Airport & 12th Development | 11.8 Acres |
| MRO Development | 98.6 Acres |
| Mixed Use Development | 58.9 Acres |
| Aviation Development | 190.7 Acres |
| Commercial Development | 95.6 Acres |
| Reserved | 46.2 Acres |
-
- Airport Property Line
 - 35' Building Restriction Line
 - Airport Surveillance Radar (ASR)
 - Roadways
 - Runways
 - Taxiways



All currently owned properties: 28.8 Acres
 Total acreage after purchases complete: 57

DRAFT



PENSACOLA
International Airport

Pensacola International Airport

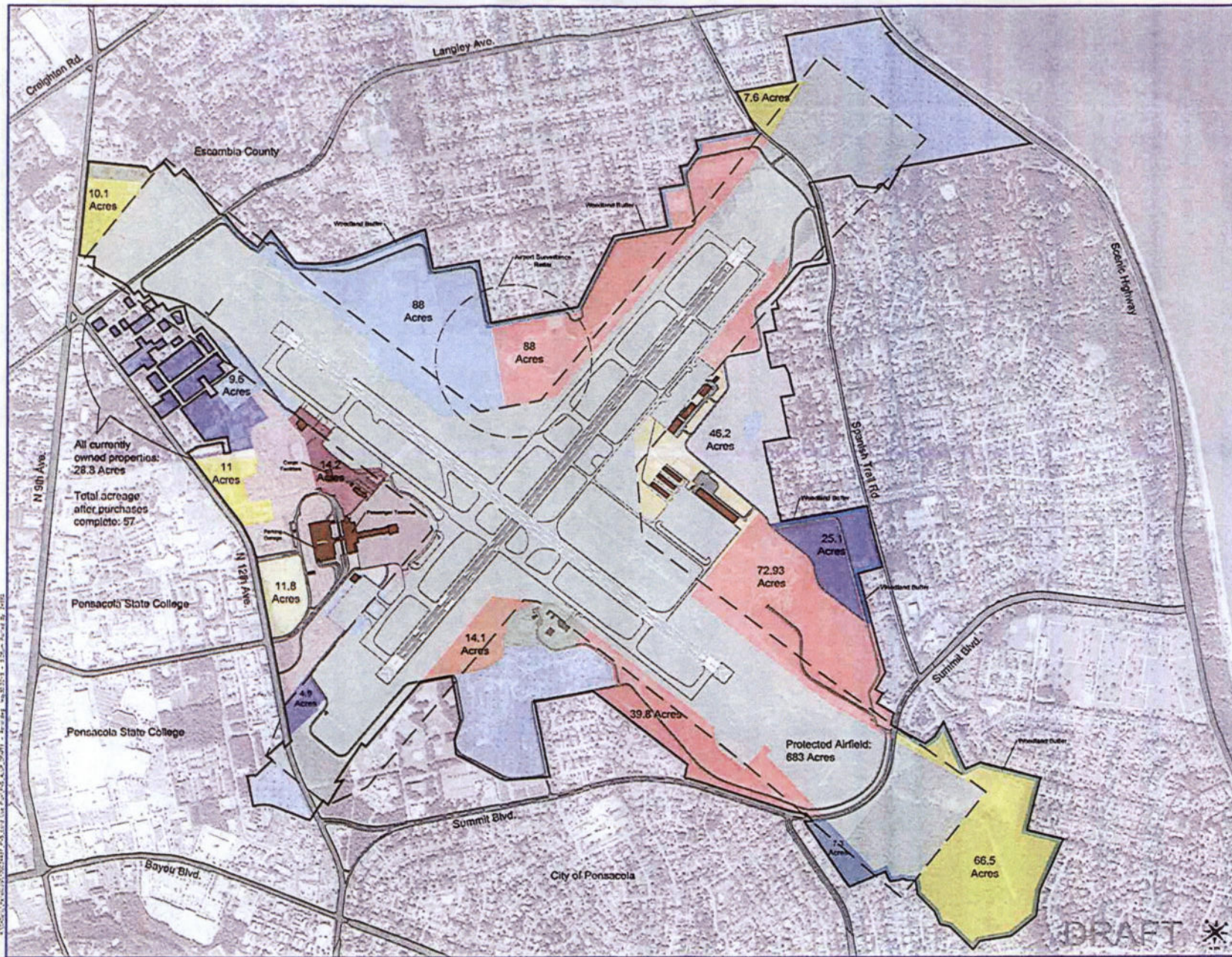
Existing Airport Land-Use Map

LEGEND

- Airfield
- Airfield Support
- Passenger Facilities
- General Aviation
- Cargo Facilities
- Stormwater Management & Wetlands
- Recreational & Buffer

	Total Available
Airport & 12th Development	11.8 Acres
MRO Development	98.0 Acres
Mixed Use Development	58.0 Acres
Aviation Development	190.7 Acres
Commercial Development	95.6 Acres
Reserved	46.2 Acres

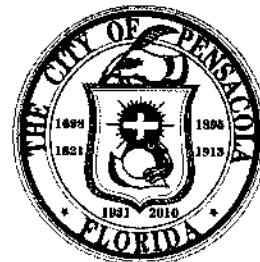
- Airport Property Line
- 35' Building Restriction Line
- Airport Surveillance Radar (ASR)
- Roadways
- Runways
- Taxiways



All currently owned properties: 28.3 Acres
 Total acreage after purchases complete: 57

DRAFT





COUNCIL MEMORANDUM

July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:519

SPONSOR:

Ashton J. Hayward, III, Mayor

SUBJECT:

Proposed Amendment to the Land Development Code - Maritime Redevelopment District

MOTION:

That City Council conduct a public hearing on July 18, 2013 to consider the proposed amendment to the Land Development Code.

AGENDA:

Regular Consent
Hearing Required: Public Quasi-Judicial No Hearing Required

SUMMARY:

The Land Development Code (LDC) is the principal means of planning and regulating the development and redevelopment of land in the City. The LDC was adopted by City Council in its present form in 1991 pursuant to the *Local Government Comprehensive Planning and Land Development Regulation Act*. From time to time, it is necessary to amend the LDC to provide consistency with the Comprehensive Plan and to respond to community concerns, legal considerations, and changes in development patterns and planning techniques. One of the overlay districts currently contained in the Land Development Code is the Governmental Center District.

The Governmental Center District was created on February 22, 1979 upon the passage of Ordinance number 04-79 by City Council. It was created as a special district intended to provide for the redevelopment of a centralized area for government related land use and to encourage a coordinated architectural character within the district. The district functions as an overlay district on top of underlying zoning requirements. The Pensacola-Escambia Governmental Center Authority was created as an agency of the City of Pensacola and Escambia County pursuant to Chapter 2001-328, Laws of Florida; with the purpose to acquire, construct, improve, operate, maintain and manage a governmental center complex for the use and occupancy by the City of Pensacola, Escambia County, their agencies and departments, and other governmental agencies and departments. Florida House Bill 0827, which went into effect on January 2, 2004, repealed Chapter 2001-328, Laws of Florida, and thereby abolished the Pensacola-Escambia Governmental Center Authority. Title to all assets and liabilities were transferred to the City of Pensacola and Escambia County. The Governmental Center complex has been constructed as planned and the Governmental Center Authority has been abolished by the State Legislature. This renders the Governmental Center District obsolete as its purpose of redeveloping a centralized area for government related land use has been fulfilled.

Council Memorandum

Proposed Amendment to the Land Development Code - Maritime Redevelopment District

July 18, 2013

Page # 2

The area in question, however, has significant redevelopment potential given the closure of the ECUA wastewater treatment plant and the nearby Community Maritime Park project. Additionally, the area is within the urban downtown CRA which is the subject area of the recently adopted *Urban Core Community Redevelopment Plan*. With these factors in mind, the continued application of aesthetic controls is needed, as is the expansion of the existing overlay district boundaries to provide consistency of development patterns.

The proposed revisions to the existing aesthetic guidelines as well as the proposed boundaries of the renamed District are attached. The revised boundaries would result in the continuation of the overlay district to the western boundary of the CRA ("A" Street), north to Garden Street, and would remain unchanged along Spring Street due to the Palafox Historic District and the significance of the structures within its boundaries. The southern line of the overlay district would run down the centerline of the Main Street right of way. The revisions to the regulations would also shift responsibility for review of developments in the District from the Architectural Review Board to the Planning Board.

The Planning Board unanimously recommended approval of the proposed amendment on December 13, 2011. On January 12, 2012, a public hearing was conducted by City Council. Council voted to table the issue to allow for ECUA to provide input on the proposed amendment, based on concerns expressed during the public hearing. On April 22, 2013, the proposed amendment was placed on the Committee of the Whole agenda as a discussion item. At that time, a workshop was requested to further discuss the issue. A workshop is scheduled for July 12, 2013.

PRIOR ACTION:

Council tabled the item at a public hearing conducted on January 12, 2012.

FUNDING: None.

FINANCIAL None.

IMPACT:

STAFF CONTACT:

Sherry H. Morris, AICP, Planning Services Administrator

ATTACHMENTS:

- 1) Proposed Amendment
- 2) Map
- 3) Proposed Ordinance

PRESENTATION:

No.

Sec. 12-2-22. - ~~Governmental center district.~~ Maritime Redevelopment District

(A) *Purpose of district.* The purpose for the establishment of this overlay district is to ~~provide the~~ promote and encourage redevelopment of a centralized area for government related land use; of the existing urban commercial areas and neighborhoods surrounding the Community Maritime Park and to encourage a coordinated architectural character within the district. The additional objectives of this district are to provide a mixture of residential, office and commercial uses that complement the residential and mixed-use character of the district; encourage quality redevelopment and the renovation of existing structures; promote multimodal transportation and create high-quality urban streetscapes by using buildings, sidewalks, and street trees to form a pleasant, convenient and safe environment designed for pedestrians, bicyclists, public transit, and automobiles; and to promote retail and office uses that serve the surrounding neighborhoods and enhance the existing commercial areas and the Community Maritime Park.

(1) Definitions.

- (a) Awning: An architectural projection roofed with material supported entirely from the exterior wall of a building.
- (b) Colonnade or Arcade: A covered, open-air walkway at standard sidewalk level attached to or integral with the building frontage; the structure overhead is supported architecturally by columns or arches along the sidewalk.
- (c) Glazing: The design and placement of windows and entrances with clear glass in a building facade.
- (d) Stoop: A small platform, entrance stairway at a house door, or both, covered by a secondary roof or awning. The stoop projects from the primary building plane.
- (e) Principal Streets: Those portions of Government Street, Spring Street, Main Street, A Street, Garden Street and Reus Street within the District.

(B) *Procedure for review and approval of plans.*

(1) *Submission of plans.* Every application for a building permit to erect, construct, renovate and/or alter an exterior of a building, or sign, located or to be located in the district shall be accompanied by plans for the proposed work. As used herein, "plans" shall mean drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building or sign, (both before and after the proposed work is done in the cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plat plan or site layout, including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies, screening and other appurtenances. Such plans shall be promptly forwarded by the building official to the Planning Board architectural review board. ~~The building official or his designee shall serve as secretary to the board.~~

(2) Review and approval by the Planning Board architectural review board. All such plans shall be subject to review and approval by the Planning Board architectural review board as established in section 12-13-2 ~~3~~ and in accordance with the provisions of section 12-2-10(A)(4)(a) through (e), applicable to the historic zoning districts. The board shall adopt written rules and procedures for abbreviated review for paint colors, minor repairs, emergency repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board, ~~, provided, however such abbreviated review process shall require review by the director of the downtown improvement board and the staff of the Historic Pensacola Preservation Board.~~ If agreement cannot be reached as it pertains to an abbreviated review by the board designee, director of the downtown improvement board, Historic Pensacola Preservation Board staff and secretary to the architectural review board then the matter will be referred to the full board for a decision.

(3) Notification and building permit. ~~Upon receiving the order of the board, the board's secretary shall thereupon notify the applicant of the board's decision.~~ If the board approves the plans, and if all other requirements of the city have been met, the building official shall issue a permit for the proposed building or sign. If the board disapproves the plans, the building official shall not issue such permit. ~~In a case where the board disapproves the plans, the secretary of the board shall furnish the applicant with a copy of the board's written order, and may at the discretion of t~~ The board may include recommendations for changes necessary to be made before the board will reconsider the plans.

(4) ~~Failure to review plans. If no action upon plans submitted to the board has been taken at the expiration of thirty one (31) days from the date of submission of the application for a building permit and required plans to the board, such plans shall be deemed to have been approved, and if all other requirements of the city have been met, the building official shall issue a permit for the proposed building or sign.~~

(C) ~~Decisions. Every decision of the board, in their review of plans for building or signs located or to be located in the district shall be in the form of a written order stating the finding of the board, its decision and the reasons therefore. The board may at its discretion make recommendations for changes necessary to be made before the plans will be reconsidered. If recommendations for changes are made by the board, they may be general in scope and compliance with them shall only qualify the plans for reconsideration by the board but compliance with recommendations shall not bind or stop the board from disapproving the plans under reconsideration.~~

(a) ~~Proposed plans shall be approved unless the board finds that the proposed erection, construction, renovation and/or alteration is not compatible with the built environment of the governmental center district.~~

(b) ~~The board shall not consider interior design or plan. The board shall not exercise any control over land use, such as is governed by the city's zoning ordinance, Chapters 12-2 and 12-3 hereof, or over construction, such as is governed by the city's building codes.~~

~~(c) — Plans for proposed new or altered signs shall be approved unless the board finds that the sign is inconsistent with the theme and character of the district, or that such sign does not comply with the requirements of the code or with any of the following provisions:~~

~~1. — The board may adopt and promulgate rules and regulations controlling the number and size of signs, their heights and materials, relating such rules to the number of square feet served, frontage, and type of business. Such rules and regulations shall be subject to review and approval by the city council.~~

~~2. — Within the governmental center district, roof signs, flashing and/or rotating signs, and signs protruding into or overhanging the public right-of-way are hereby prohibited except as set forth herein.~~

~~3. — Signs existing prior to February 22, 1979, may remain until the business for which the sign was erected ceases to do business at that location or until the property on which such sign is located is acquired for a public purpose, whichever shall first occur.~~

~~4. — On application to the approval of the board, rules relating to the number and size of signs may be waived for grand openings, special sales, going out of business sales, and similar occasions when consistent with the city code.~~

(C) Regulations and guidelines for any development within the District. In addition to the Design Standards and Guidelines contained in Section 12-2-82 of this Chapter, the following requirements shall apply. These regulations and guidelines are intended to address the design and construction of elements common to any development within the District. Infill development in the District shall follow principles of good urban design and form, not suburban form.

(1) Building relationship to the street.

(a) All non-residential buildings shall have a main entrance facing the street, and first floor multi-family units shall have an individual entrance on the street.

(b) The length of street-fronting facade without an intervening entrance shall not exceed 150 feet. Additionally, blank walls shall not exceed a length of fifty (50) feet, or twenty (20) percent of the length of the building facing the street, whichever is less, and receive design treatment to increase pedestrian comfort and interest.

(c) Sidewalk connections to the public sidewalk must be provided from all main building entrances that face the street. These connections shall provide at least 5 feet of unobstructed width and be aligned to minimize walking distance.

(d) Front porches for multi-family uses.

a. Residential units on the first floor along a street shall have individual front porches.
b. Front porches shall have a minimum surface area of 25 square feet with a minimum depth of 5 feet and a minimum width of 5 feet.

c. Front porches shall be open and not air conditioned.

d. Front porches may only be screened where they are located behind the build-to line.

(f) Articulation of stories. The area between the first and second building floors along all street frontages shall be architecturally delineated.

(g) Buildings shall define primary street edges with parking located to the rear of the building; parking may be conditionally located to the side of buildings on secondary streets with Planning Board approval.

(h) Developments shall contribute to the pedestrian urban experience with buildings fronting streets, build-to-lines of 10' being complied with per the Dense Business Area requirements, sidewalks, commercial storefronts or residential stoops and details such as awnings, canopies and arcades and create active, urban street edges with commercial storefronts, and residential stoops and porches fronting streets and sidewalks.

(2) First floor uses.

(a) Principal streets: first-story uses with street frontage shall be only retail, restaurants, office, institutional, or residential.

(b) Outdoor seating may encroach into the adjacent sidewalk provided that a minimum clear width of 5' is maintained for pedestrian access and the business shall provide the City with proof of insurance for the subject area.

(c) Balconies, marquees, projecting signs, and awnings may encroach into the sidewalk zone up to a distance of half the required sidewalk dimension, provided that they are at least 9' above the grade of the sidewalk.

(3) Walls, Fences and Mechanical Equipment.

(a) Fences made of chain-link (wholly or in part) are prohibited.

(b) Mechanical equipment shall not be permitted between any building and Principal streets.

(c) Screening that exceeds the height of the equipment shall be required if the equipment is visible from the street or adjacent properties.

(d) Certain elements of the building shall not be considered as mechanical equipment, such as rain barrels or cisterns but shall be designed as part of the building and with the same materials and colors, and shall not require screening.

(e) Chiller Plants and similar utility structures shall not be permitted between any building and Principal street. Opaque walls a minimum of six feet in height shall be provided between the chiller and a private or public street.

(f) Rooftop mechanical equipment. All rooftop mechanical equipment shall be screened from public view from both above and below by integrating it into building and roof design.

(g) Utilities and service areas. Building sites shall locate service elements like trash dumpsters, loading docks and mechanical equipment away from the street front and pedestrian routes. These areas shall be screened from public view.

(h) All telephones, vending machines, or any facilities dispensing merchandise, or a service on private property, shall be confined to a space built into the building or buildings or enclosed in a separate structure compatible with the main building(s). All exterior forms, attached or not to buildings shall be in conformity to and secondary to the building. They shall be designed and located to be an asset to the aesthetics of the site and to the District.

(3) Signs. Sign Regulations in Chapter 12-4 and the following additional regulations shall apply within the District:

(a) Signs shall be externally lit. Internally lit signs shall only be permitted with Planning Board approval of a waiver.

(b) Finish materials shall consist of the following:

1. Wood: painted and natural
2. Metal: painted or unpainted
3. Painted or rubberized canvas
4. Strip lighting with the appearance of neon (including individual channel letter signs that are internally illuminated and may have plastic faces)
5. Engraving directly on the façade surface
6. Wood-like materials
7. Lettering on transparent windows or doors
8. Vinyl lettering with a painted appearance

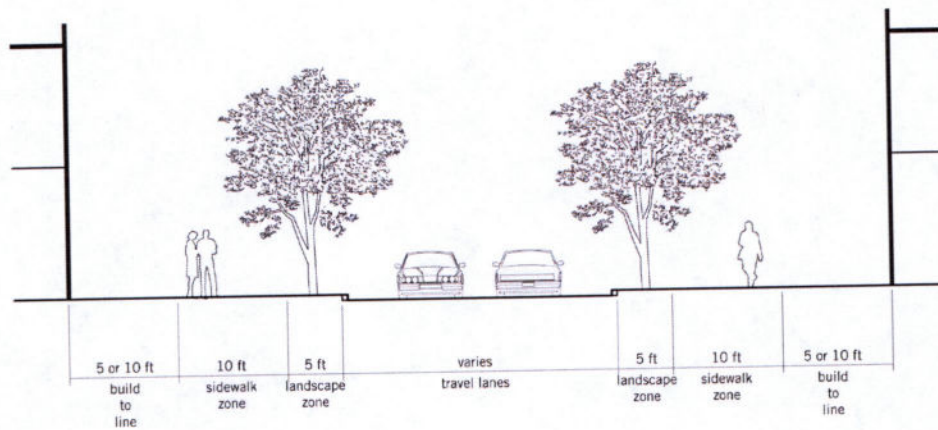
(4) Redevelopment opportunities, such as the ECUA site will present transformative opportunities for the District. The Urban Core CRA Plan proposes a high density build-out scenario totaling 1,535 residential units on the subject property and other adjacent property owned by the City of Pensacola which is in line with Zimmerman/Volk's residential. Higher density development patterns are desirable for this property and elsewhere in the District. Density bonuses as authorized by the City's Comprehensive Plan will be available for developments that conform with the recommendations contained in the Urban Core CRA Plan.

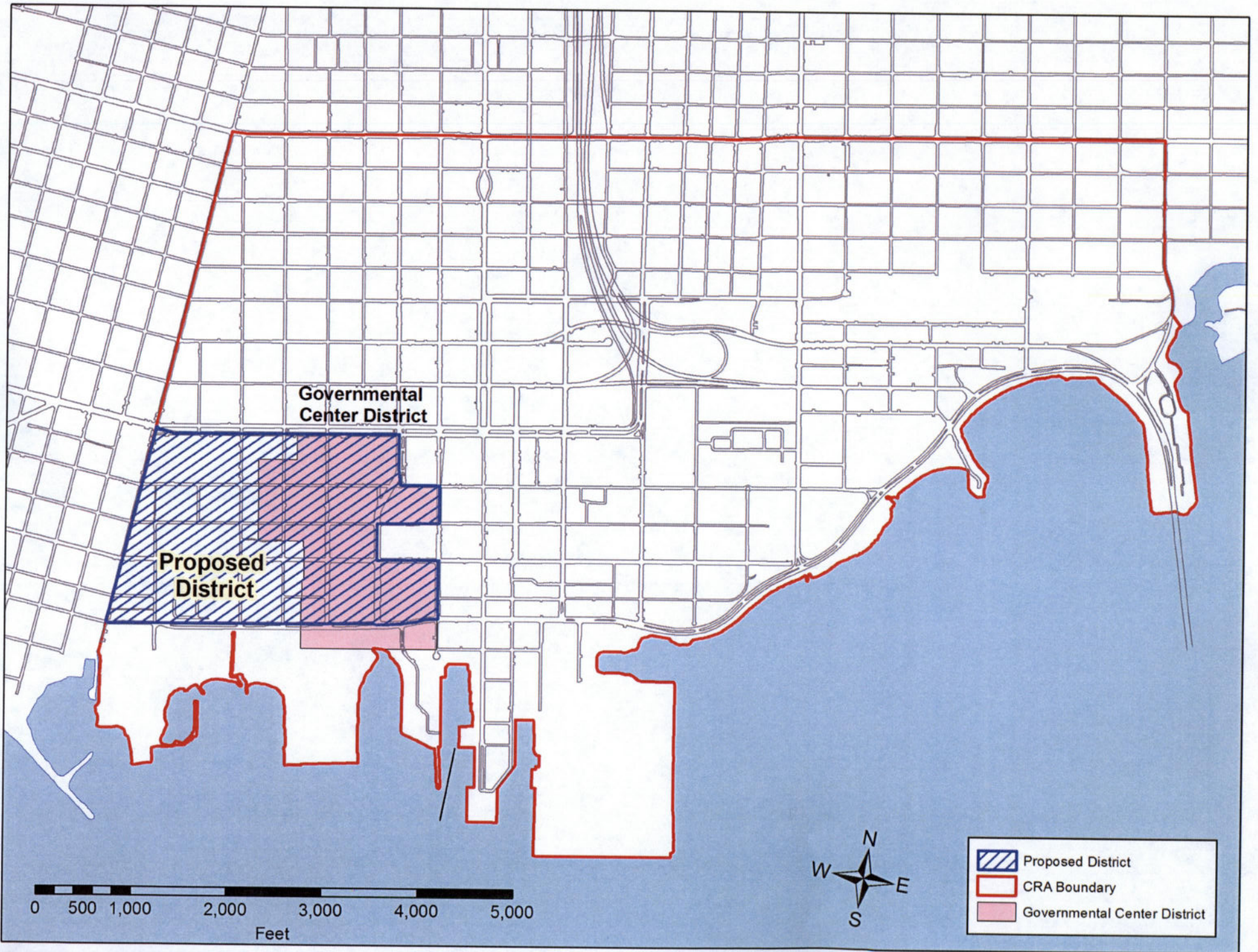


(D) Disqualification of member from voting. Any member of the board who shall be employed to design or construct a building or who shall have any proprietary tenancy or personal interest in such building requiring approval of plans by the board shall be disqualified from voting thereon.

(E) Boundaries of the district. The boundaries of the ~~governmental center~~ district shall be as outlined on Map 12-2.2.

(Ord. No. 45-96, § 5, 9-12-96)





PROPOSED
ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-2-22 AND SECTION 12-13-3. OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE GOVERNMENTAL CENTER DISTRICT REGULATIONS AND BOUNDARIES; AND AMENDING THE DUTIES OF THE ARCHITECTURAL REVIEW BOARD; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Chapter 12-2-22 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-2-22. - ~~Governmental center district.~~ Maritime Redevelopment District

(A) *Purpose of district.* The purpose for the establishment of this overlay district is to ~~provide the~~ promote and encourage redevelopment ~~of a centralized area for government related land use,~~ of the existing urban commercial areas and neighborhoods surrounding the Community Maritime Park and to encourage a coordinated architectural character within the district. The additional objectives of this district are to provide a mixture of residential, office and commercial uses that complement the residential and mixed-use character of the district; encourage quality redevelopment and the renovation of existing structures; promote multimodal transportation and create high-quality urban streetscapes by using buildings, sidewalks, and street trees to form a pleasant, convenient and safe environment designed for pedestrians, bicyclists, public transit, and automobiles; and to promote retail and office uses that serve the surrounding neighborhoods and enhance the existing commercial areas and the Community Maritime Park.

(1) Definitions.

(a) Awning: An architectural projection roofed with material supported entirely from the exterior wall of a building.

(b) Colonnade or Arcade: A covered, open-air walkway at standard sidewalk level attached to or integral with the building frontage; the structure overhead is supported architecturally by columns or arches along the sidewalk.

(c) Glazing: The design and placement of windows and entrances with clear glass in a building facade.

(d) Stoop: A small platform, entrance stairway at a house door, or both, covered by a secondary roof or awning. The stoop projects from the primary building plane.

(e) Principal Streets: Those portions of Government Street, Spring Street, Main Street, A Street, Garden Street and Reus Street within the District.

(B) Procedure for review and approval of plans.

(1) Submission of plans. Every application for a building permit to erect, construct, renovate and/or alter an exterior of a building, or sign, located or to be located in the district shall be accompanied by plans for the proposed work. As used herein, "plans" shall mean drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building or sign, (both before and after the proposed work is done in the cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plat plan or site layout, including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies, screening and other appurtenances. Such plans shall be promptly forwarded by the building official to the Planning Board architectural review board. ~~The building official or his designee shall serve as secretary to the board.~~

(2) Review and approval by the Planning Board architectural review board. All such plans shall be subject to review and approval by the Planning Board architectural review board as established in section 12-13-2 ~~3~~ and in accordance with the ~~provisions of section 12-2-10(A)(4)(a) through (c), applicable to the historic zoning districts.~~ The board shall adopt written

rules and procedures for abbreviated review for paint colors, minor repairs, emergency repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board. ~~, provided, however such abbreviated review process shall require review by the director of the downtown improvement board and the staff of the Historic Pensacola Preservation Board. If agreement cannot be reached as it pertains to an abbreviated review by the board designee, director of the downtown improvement board, Historic Pensacola Preservation Board staff and secretary to the architectural review board then the matter will be referred to the full board for a decision.~~

(3) ~~Notification and building permit. Upon receiving the order of the board, the board's secretary shall thereupon notify the applicant of the board's decision. If the board approves the plans, and if all other requirements of the city have been met, the building official shall issue a permit for the proposed building or sign. If the board disapproves the plans, the building official shall not issue such permit. In a case where the board disapproves the plans, the secretary of the board shall furnish the applicant with a copy of the board's written order, and may at the discretion of t~~ The board may include recommendations for changes necessary to be made before the board will reconsider the plans.

(4) ~~Failure to review plans. If no action upon plans submitted to the board has been taken at the expiration of thirty one (31) days from the date of submission of the application for a building permit and required plans to the board, such plans shall be deemed to have been approved, and if all other requirements of the city have been met, the building official shall issue a permit for the proposed building or sign.~~

(C) ~~Decisions. Every decision of the board, in their review of plans for building or signs located or to be located in the district shall be in the form of a written order stating the finding of the board, its decision and the reasons therefore. The board may at its discretion make recommendations for changes necessary to be made before the plans will be reconsidered. If recommendations for changes are made by the board, they may be general in scope and compliance with them shall only qualify the plans for reconsideration by the board but compliance with recommendations shall not bind or stop the board from disapproving the plans under reconsideration.~~

~~(a) Proposed plans shall be approved unless the board finds that the proposed erection, construction, renovation and/or alteration is not compatible with the built environment of the governmental center district.~~

~~(b) The board shall not consider interior design or plan. The board shall not exercise any control over land use, such as is governed by the city's zoning ordinance, Chapters 12-2 and 12-3 hereof, or over construction, such as is governed by the city's building codes.~~

~~(c) Plans for proposed new or altered signs shall be approved unless the board finds that the sign is inconsistent with the theme and character of the district, or that such sign does not comply with the requirements of the code or with any of the following provisions:~~

~~1. The board may adopt and promulgate rules and regulations controlling the number and size of signs, their heights and materials, relating such rules to the number of square feet served, frontage, and type of business. Such rules and regulations shall be subject to review and approval by the city council.~~

~~2. Within the governmental center district, roof signs, flashing and/or rotating signs, and signs protruding into or overhanging the public right-of-way are hereby prohibited except as set forth herein.~~

~~3. Signs existing prior to February 22, 1979, may remain until the business for which the sign was erected ceases to do business at that location or until the property on which such sign is located is acquired for a public purpose, whichever shall first occur.~~

~~4. On application to the approval of the board, rules relating to the number and size of signs may be waived for grand openings, special sales, going out of business sales, and similar occasions when consistent with the city code.~~

(C) Regulations and guidelines for any development within the District. In addition to the Design Standards and Guidelines contained in Section 12-2-82 of this Chapter, the following requirements shall apply. These regulations and guidelines are intended to address the design and construction of elements common to any development within the District. Infill

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(g) Developments shall contribute to the pedestrian urban experience with buildings fronting streets, build-to-lines of 10' being complied with per the Dense Business Area requirements, sidewalks, commercial storefronts or residential stoops and details such as awnings, canopies and arcades and create active, urban street edges with

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(g) Utilities and service areas. Building sites shall locate service elements like trash dumpsters, loading docks and

mechanical equipment away from the street front and pedestrian routes. These areas shall be screened from public view.

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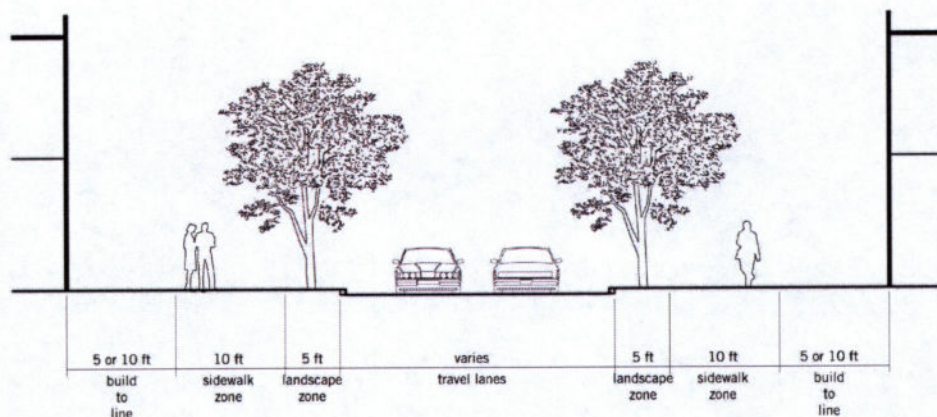
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(D) Disqualification of member from voting. Any member of the board who shall be employed to design or construct a building or who shall have any proprietary tenancy or personal interest in such building requiring approval of plans by the board shall be disqualified from voting thereon.

(E) Boundaries of the district. The boundaries of the ~~governmental-center~~ district shall be as outlined on Map 12-2.2.

(Ord. No. 45-96, § 5, 9-12-96)





SECTION 2. Chapter 12-13-3 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

ARCHITECTURAL REVIEW BOARD
Sec. 12-13-3.

(E) Duties. The Board shall have as its purpose the preservation and protection of buildings of historic and architectural value and the maintenance and enhancement of distinctive character of the following district:

- Pensacola Historic District. Refer to section 12-2-10(A).
- North Hill Preservation District. Refer to section 12-2-10(B).
- Old East Hill Preservation District. Refer to section 12-2-10(C).
- Palafox Historic Business District. Refer to section 12-2-21.
- ~~Governmental Center District. Refer to section 12-2-22.~~

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk

Legal in form and valid as drawn:

City Attorney




COUNCIL MEMORANDUM

July 18, 2013

LEGISLATIVE ACTION ITEM

Memorandum Number: 2013:520

SPONSOR: Ashton J. Hayward, III, Mayor 

SUBJECT: Request to Convey Property to the City of Pensacola for Dedication as Right of Way

MOTION:

That City Council approve the request to accept a portion of real property to be dedicated as part of the Cedar Street right of way.

AGENDA: X Regular Consent
Hearing Required: Public Quasi-Judicial No Hearing Required X

SUMMARY:

The City has received a request from American Fidelity Insurance Company to accept the conveyance by deed of approximately 8' x 116.5' (932 square feet) of real property on north side of East Cedar Street to be dedicated as right of way for pedestrian use. The request stipulates that the newly created right of way shall remain useable for building elements that do not impede on pedestrian traffic such as wall mounted lighting, balconies, cornices, or columns. If deemed necessary, a request to vacate airspace rights for balcony encroachment may be submitted in the future. The project design has been approved by the City's Architectural Review Board.

PRIOR ACTION: None.

FUNDING: None.

FINANCIAL IMPACT: None.

STAFF CONTACT:

Sherry H. Morris, AICP, Planning Services Administrator and L. Derrik Owens, P. E., Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

1) Project Rendering

PRESENTATION:

No.

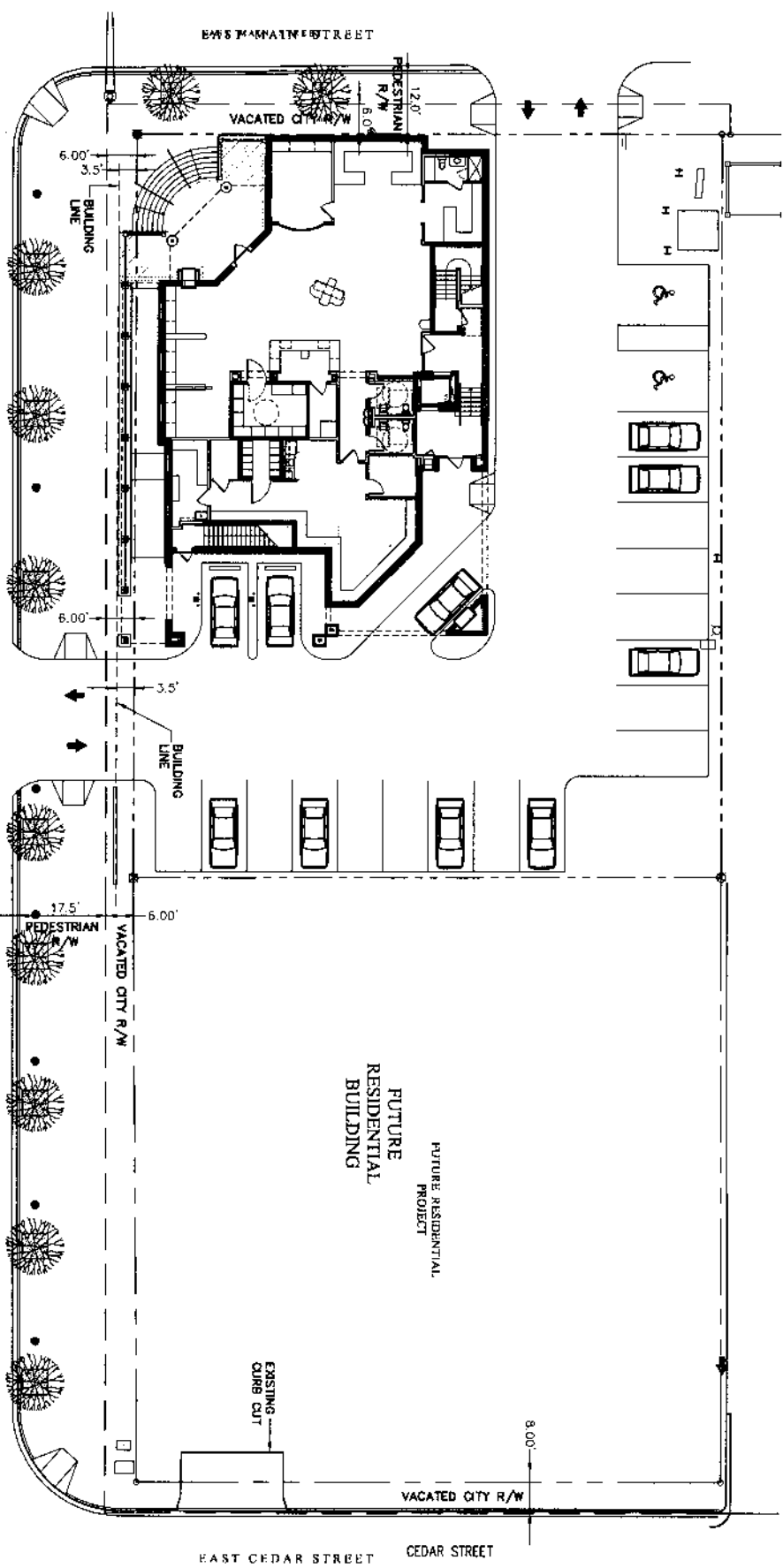
1ST NAVY
 BANK

500 S. PALAFOX ST.
 PANAMA CITY, FL

DATE: MAY 08, 2013

ARCHITECTURAL
 SITE PLAN

A-001



ARCHITECTURAL SITE PLAN
 SCALE: 1/4" = 1'-0"



COUNCIL MEMORANDUM

Council Meeting Date: July 18, 2013

FOR DISCUSSION

Memorandum Number: 2013:521

FROM: *Charles I. Bare*
Charles Bare, Council Member

SUBJECT: City Administration Investigation

REQUEST:

The City Council discuss an investigation into allegations and accusations within the city administration relating to the relationship between the former Chief of Staff, the former City Administrator and other employees.

AGENDA: X Regular Consent

SUMMARY:

Over the past few months the situation on the 7th floor has been a source of rumors and allegations stemming from the relationship between the former Chief of Staff, the former City Administrator and other members of the staff. Recently, I received an email from an attorney which indicated that documents and other information could prove that illegal activity had occurred in the city administration. The City Council has a duty to investigate activity within our government for the protection of citizens as well as employees. We cannot rely on the administration alone to investigate such allegations and we must ensure that rights of employees are respected and ensured.

The Council must hire an outside, non-biased attorney to conduct an investigation into the allegations and accusations currently being made about members of the city administration both current and former. We cannot let this government erode the trust of the general public or the employees who deserve decisive and conscientious leadership.

PRIOR ACTION: None

STAFF CONTACT: None

ATTACHMENTS:

July 7, 2013 Email from Eric Stevenson to members of City Council and others.

PRESENTATION: None

- Mail
 - Calendar
 - Contacts
 - Deleted Items
 - Drafts [17]
 - Inbox (230)
 - Junk E-mail [19]
 - Sent Items
- Click to view all folders ▾
- Reynolds Records Request...
 - YMCA (4)
 - Manage Folders...

Reply
 Reply to All
 Forward
 Move
 Delete
 Junk
 Close

Response to Pensacola News Journal Editorial

Eric D. Stevenson [eric@davidleesellers.com]

Sent: Sunday, July 07, 2013 8:08 PM

To: rarkin@anblaw.com

Cc: charles@charlesbare.com; meganpratt9@gmail.com; sfmada@aol.com; PCWU-Ctc; cotarypcwu@gmail.com; gwingate@cox.net; P.C. Wu; Sherri Myers; Andy Terhaar; Larry B. Johnson; Gerald Wingate; Brian Spencer; Jewel Cannada-Wynn; Megan Pratt; Charles Bare

Dear Mr. Larkin:

As previously agreed, my client, John Asmar, has been patiently waiting to hear from Mayor Hayward with the expectation that the Mayor and John would jointly and mutually respond to the latest developments within City Hall. However, in response to the PNJ's editorial and due to the Mayor's failure to publicly address the matter and issue a statement exonerating John from any alleged wrongdoing, I am compelled to write this email with copies to the Mayor and the City Council.

First, allow me to point out that John resigned from city service in good standing. He has not violated or been found to be in violation of any Florida law, City Ordinance and/or policy governing his role as Chief of Staff. That cannot be said with regard to other Mayoral staff.

Second, John regrets that this matter has blown to these proportions, but he has repeatedly asked that the Mayor deal with the unlawful actions of the Mayor's City Administrator, William "Bill" H. Reynolds (Reynolds) and the Mayor's Press Secretary, Derek Cosson (Cosson). The Mayor's lack of action has made this issue more serious than it should have been and hurt several people, including John's family.

As John has previously advised the Mayor and you, Reynolds created a fraudulent memo that falsely accused John of harassing an employee. Reynolds never told John about the memo. Reynolds did not turn it over to Human Resources to investigate, and instead conspired with Cosson to leak the fraudulent memo to the public and the media.

Despite John's numerous requests for the Mayor to investigate both the memo and Reynolds, the Mayor did nothing. When an employee provided a signed affidavit disputing the contents of the memo, the Mayor transferred her as punishment.

When Reynolds' original memo did not sufficiently hurt John, Reynolds then conspired with others to coerce an employee to file a formal complaint. Within hours, Reynolds delivered it to the Mayor's political opponent. This complaint was never investigated and later withdrawn. The Mayor and you have told John and me on different occasions that the complaint had no merit. Yet it remains on the internet.

Third, the Mayor reneged on his commitment to hire John as a consultant without a change of payment terms, the Mayor's staff withheld public records that proved John's innocence, and the Mayor and his staff interfered with John's ability to rebuild John's law practice. The Mayor and his staff harassed and defamed John despite repeatedly telling John that the Mayor knew that Reynolds' memo misrepresented the facts.

When the local media discovered that Cosson had created fake identities to attack Council members and John on various blogs, forums and websites, the Mayor allowed Reynolds, Cosson and Tamara Fountain to blame John for Cosson's actions, even though the Mayor knew that it was not true.

According to my client's contract, the City of Pensacola owes my client \$10,000.00 for my client's last month of service. The Mayor has not only refused to honor my client's contract, but has repeatedly tried to use that payment as a bargaining chip to keep John from speaking out about the misdeeds at City Hall.

While John has tried to clear his name, the Mayor's City staff has destroyed public records and videos that would have helped John's cause. Documents have been altered and unlawful redactions made to others records.

Last, as the City Council and citizens learn more of the facts over the next few days and weeks, they will see that John worked hard and was successful in implementing the City's new form of government while upholding the City Charter, the City's Code of Ordinances, especially those codes governing ethics and the City's policies and procedures.

The Mayor and his staff have painted John a villain, and the Mayor and his staff repeatedly have attacked John publicly and privately. In my opinion, these actions were taken for the "protection" of the perpetrators in question, for their own personal benefit and professional status, and to disparage the characters of any in opposition including John. Their actions also damaged the characters of other innocent employees involved in this matter.

Based upon the foregoing and with the intent to clear John's name, I have recommended to John to file formal ethics complaints against Reynolds, Cosson and possibly Tamara Fountain in the coming weeks. I am also exploring other legal remedies that John may wish to pursue.

Should the City Council choose to investigate Reynolds' actions; the leaking of exempt and confidential documents; Cosson's anonymous attacks on Council members and John; and the Mayor's/City's handling and lack of response to John's requests and complaints in accordance with City policies and state laws, I have recommended to John to cooperate fully.

Rest assured, John has every intention of clearing his name. The truth will be told.

Sincerely,

Eric D. Stevenson
 Sellers, Skievaski & Stevenson, LLP
 919 N. 12th Avenue
 Pensacola, FL 32501
 (850) 444-0000



COUNCIL MEMORANDUM

Council Meeting Date: July 18, 2013

FOR DISCUSSION

Memorandum Number: 2013:522

FROM: *Charles L. Bare*
Charles Bare, Council Member

SUBJECT: Investigation into City Hall Renovations and Improvements

REQUEST:

That City Council discuss an investigation into the reallocation of Local Option Sales Tax/Penny for Progress funds for renovation of City Hall and specifically the 7th Floor during FY11, FY12 and FY13.

AGENDA: X Regular Consent

SUMMARY:

During FY11, FY12 and FY13, the city administration directed the expenditure of Local Option Sales Tax/Penny for Progress funds be spent for renovations to city hall, including more than \$5,000 for furniture for the 7th floor reception area. According to the FY12 budget, no funds were budgeted for city hall improvements. The FY13 budget listed an amount spent in FY11 and a projected amount for FY12. The FY14 budget lists an even greater amount for this project. The initial expenditure of funds for this project was never approved by the Council. The source of the funds for this project was the Penny for Progress Equipment – Road & St Fac. These funds were spent in lieu of some other project.

It is the Council's duty to ensure that all funds are spent for the best interest of the citizens of Pensacola. Penny for Progress funds are unique because they are supported by a citizen referendum. The Council must exercise utmost caution in allocating these funds. An investigation is necessary to determine whether the Penny for Progress funds were spent appropriately

PRIOR ACTION: None

STAFF CONTACT: None

ATTACHMENTS:

- (1) Page 132 from FY12 Budget
- (2) Page 137 from FY13 Budget
- (3) Page 103 from FY14 Budget
- (4) Expenditure Transaction Analysis for Cost Center: 389041 Penny for Progress Equipment – Road & St Fac
- (5) Proposal #40562 for 7th Floor Seating
- (6) December 12, 2012 Email from Mr. Dick Barker to Laura Picklap

PRESENTATION: None

PENNY FOR PROGRESS PLAN (Continued)

DEPARTMENT	PROJECT NAME	CURRENT PROJECT ESTIMATE	FISCAL YEARS														
			ACTUAL 2007	ACTUAL 2008	ACTUAL 2009	ACTUAL 2010	PROJECTED 2011	PROJECTED 2012	PROJECTED 2013	PROJECTED 2014	PROJECTED 2015	PROJECTED 2016	PROJECTED 2017	PROJECTED 2018 (4 months)			
217	65 FORD P800 STAKE BED - UNIT #117	9,867				9,867											
218	REPLACE ASV FOSTHACK CAT - UNIT #109	66,900				66,900											
219	55 FORD FLATBED - UNIT #119	28,900				28,900											
220	55 BACKHOE - UNIT #175	87,000				87,000											
221	07 STREET SWEEPER - UNIT #143	194,886				194,886											
222	07 FORD LIFTY TRUCK - UNIT #107	22,800					22,800										
223	NLW REFLECTOMETER	15,000					15,000										
224	NLW BUCKET ATTACHMENT, FOUR-WHEEL	17,750					17,750										
225	99 STREET SWEEPER - UNIT #145	193,000					193,000										
226	07 DODGE 3000 FLATBED TRUCK - UNIT #110	74,241					74,241										
227	REPLACE SLOPE MOWER - UNIT #105	100,250					100,250										
228	NEW BRUSHMOWER ATTACHMENT	5,000					5,000										
229	MCHANICAL PICKUP BROOM ATTACHMENT	6,000					6,000										
230	LARGE FORMAT PRINTER	7,500						6,000									
231	TRIPLER BARRICADE(S) REPLACEMENT	10,000						10,000									
232	NLW 35-99 STEERING VAC ALL #125	50,000						50,000									
233	ATTENUATOR	10,000						10,000									
234	DEPT SUB-TOTAL	2,370,441	4,449,000	4,050,000	4,325,507	3,047,197	3,441,657	56,500	0	0	0	0	0	0	0	0	0
235	TOTAL CAPITAL EQUIPMENT	7,824,927	1,275,246	848,932	862,488	855,020	788,120	495,300	800,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	0
236	TOTAL PROJECT ALLOCATIONS	71,955,458	5,109,856	6,873,361	12,232,712	10,357,530	21,580,185	2,829,400	2,415,700	3,987,700	2,223,500	2,748,115	1,384,400	0	0	0	0
237	TRANSFER OUT - STORMWATER CAPITAL PROJECTS FUND	4,787,187	3,337,167	0	0	1,450,000	0	0	0	0	0	0	0	0	0	0	0
238	TRANSFER OUT - SANITATION FUND	1,069,487	0	0	0	1,069,487	0	0	0	0	0	0	0	0	0	0	0
239	TOTAL TRANSFERS OUT	5,856,674	3,337,167	0	0	2,519,487	0	0	0	0	0	0	0	0	0	0	0
240	PRINCIPAL - 20010A-1	5,910,000	0	0	0	0	0	0	875,000	310,000	945,000	1,065,000	1,055,000	1,055,000	1,110,000	1,110,000	0
241	PRINCIPAL - 20010A-2	12,280,000	0	0	0	0	0	0	1,820,000	1,885,000	1,885,000	2,085,000	2,185,000	2,185,000	2,385,000	2,385,000	0
242	TOTAL PRINCIPAL	18,190,000	0	0	0	0	0	0	2,695,000	2,800,000	2,840,000	3,090,000	3,240,000	3,240,000	3,495,000	3,495,000	0
243	INTEREST EXPENSE - 2000A	427,453	65,593	227,513	87,557	36,830	0	0	0	0	0	0	0	0	0	0	0
244	INTEREST EXPENSE - 2000B	809,888	138,231	384,844	202,610	76,493	0	0	0	0	0	0	0	0	0	0	0
245	INTEREST EXPENSE - 20010A-1	1,401,440	0	0	0	0	182,500	285,100	287,000	230,200	187,000	138,700	84,000	28,500	0	0	0
246	INTEREST EXPENSE - 20010A-2	2,810,390	0	0	0	0	380,000	582,200	554,700	478,100	388,100	283,800	174,300	59,100	0	0	0
247	DEBT SERVICE SAVINGS-RESERVED	84,454	90,290	390,333	232,867	111,585	231,619	(28,000)	(75,000)	(740,000)	(290,000)	(223,000)	(156,000)	(82,000)	(82,000)	(82,000)	0
248	TOTAL INTEREST EXPENSE	5,632,627	301,033	1,021,692	532,867	411,585	764,719	852,300	748,700	588,300	375,100	195,300	108,300	25,511	0	0	0
249	TOTAL PROJECTED USES	101,235,720	8,748,056	8,695,053	12,785,578	12,888,582	22,404,304	3,481,700	5,857,400	6,471,000	5,590,600	5,028,615	4,237,700	3,440,521	3,440,521	3,440,521	0
250	PROJECTED AVAILABLE REVENUES - 11 YEAR	65,929,796	1,744,885	6,560,530	3,876,298	5,068,075	6,320,700	8,428,400	8,528,700	6,836,000	6,745,600	6,856,300	6,868,700	2,361,000	2,361,000	2,361,000	0
251	PROJECTED INTEREST INCOME	2,137,197	301,033	1,021,692	532,867	411,585	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	0
252	NET DEBT SERVICE 2010 REFUNDING - RESERVED	3,264,821	0	0	0	10,000	537,900	827,300	724,700	543,300	750,100	170,500	83,200	20,511	0	0	0
253	TOTAL INTEREST INCOME/DEBT SERVICE SAVINGS	5,401,818	301,033	1,021,692	532,867	411,585	562,900	852,300	748,700	618,300	775,100	195,500	108,300	25,511	0	0	0
254	ROGER SCOTT TENNIS CENTER - COUNTY CONTRIBUTION	1,000,000			520,471	470,529	0										
255	SAENGER THEATRE - PRIVATE CONTRIBUTION	1,000,000		750,000	96,100	64,100	46,700	40,500									
256	SAENGER THEATRE - COUNTY CONTRIBUTION	4,000,000		2,000,000	2,000,000												
257	SAENGER THEATRE - FY 12-18 INCREASE REVENUE \$4.0 MILLION	0															
258	11 YEAR LOST BALANCE	283,586					283,586										
259	OTHER REVENUE (PRIOR LOST PLANS)	327,000			327,000												
260	SUB-TOTAL MISCELLANEOUS REVENUE	6,613,056		2,750,000	2,852,631	538,629	330,286	40,500									
261	TRANSFER IN - ORCEOLA GOLF COURSE	250,000															
262	TRANSFER IN - GENERAL FUND - CST (\$3,327,167)	2,209,000								50,000	50,000	50,000	50,000	50,000	50,000	50,000	
263	SUB-TOTAL TRANSFERS IN	2,459,000								50,000	50,000	50,000	50,000	50,000	50,000	50,000	
264	TOTAL SOURCES	83,475,864	2,015,719	10,322,222	5,461,797	6,517,299	7,213,896	7,017,200	7,276,400	7,235,100	7,170,700	7,101,000	6,227,000	3,536,531	3,536,531	3,536,531	0
265	FUND BALANCE FROM DEBT PROCEEDS	18,180,000															
266	BALANCE	389,934															

PENNY FOR PROGRESS PLAN (Continued)

DEPARTMENT	PROJECT NAME	CURRENT PROJECT ESTIMATE	FISCAL YEARS														
			ACTUAL 2007	ACTUAL 2008	ACTUAL 2009	ACTUAL 2010	ACTUAL 2011	PROJECTED 2012	PROJECTED 2013	PROJECTED 2014	PROJECTED 2015	PROJECTED 2016	PROJECTED 2017	PROJECTED 2018			
217	88 STREET SWEEPER - UNIT #149	154,800			134,000												
218	WILDCAT 8'6" COLLAR THROMMEL SCREEN	89,250			98,250												
219	98 DODGE FLATBED TRUCK #111	25,421					25,421										
220	98 FORD UTILITY TRUCK - UNIT #124	24,308					24,308										
221	01 DODGE UTILITY TRUCK - UNIT #150	33,801						33,801									
222	93 MACK TRACTOR TRUCK - UNIT #158	83,624						83,624									
223	99 FORD F800 STAKE BED - UNIT #117	9,857						9,857									
224	REPLACE ADV PONTIAC CAT - UNIT #199	66,900						66,900									
225	95 FORD FLATBED - UNIT #118	28,300						28,300									
226	95 BACKHOE - UNIT #175	87,085						87,085									
227	01 STREET SWEEPER - UNIT #143	184,800					184,800										
228	00 FORD UTILITY TRUCK - UNIT #607	22,383							22,383								
229	NEW REFLECTOMETER	15,000								15,000							
230	NEW BUCKET ATTACHMENT, FOUR IN ONE	17,750							17,750								
231	80 STREET SWEEPER - UNIT #144	163,028								163,028							
232	01 DODGE 3500 FLATBED TRUCK - UNIT #119	24,249								24,249							
233	REPLACE SLOPE MOWER - UNIT #100	108,258								108,258							
234	NEW BRUSH MOWER ATTACHMENT	5,895								5,895							
235	EMERGENCY REPLACEMENTS	60,970								60,970							
236	CITY HALL IMPROVEMENTS	75,000									75,000						
237	MECHANICAL PICKUP BROOM ATTACHMENT	0										75,000					
238	LARGE FORMAT PRINTER	7,500											7,500				
239	TRAILER BARRICADES REPLACEMENT	9,256												9,256			
240	REFRESH 80 STERLING VAC ALL #136	0															
241	97 FORD VAN - UNIT #787	38,643													38,643		
242	98 FORD VAN - UNIT #781	38,643														38,643	
243	ATTENUATOR	0															
244	DEPT. SUB-TOTAL	2,814,293	438,800	488,895	432,507	564,182	371,457	188,312	161,900	0	0	0	0	0	0	0	0
245	TOTAL CAPITAL EQUIPMENT	7,428,818	1,275,248	846,852	882,488	955,828	828,885	474,723	284,788	888,888	888,888	888,888	888,888	888,888	888,888	888,888	888,888
246	TOTAL PROJECT ALLOCATIONS	71,879,857	5,185,288	5,875,281	12,232,712	18,207,538	8,291,137	17,238,736	3,291,848	2,342,788	2,225,288	1,741,115	1,284,888	808,888	0	0	0
247	TRANSFER OUT - STORMWATER CAPITAL PROJECTS FUND	4,187,967	3,337,967	0	0	1,498,888	0	0	0	0	0	0	0	0	0	0	0
248	TRANSFER OUT - SANITATION FUND	1,888,887	0	0	0	1,888,887	0	0	0	0	0	0	0	0	0	0	0
249	TOTAL TRANSFERS OUT	6,076,854	3,337,967	0	0	3,387,775	0	0	0	0	0	0	0	0	0	0	0
250	PRINCIPAL - 2009A.1	6,379,888	0	0	0	0	0	0	0	87,888	948,888	888,888	1,888,888	1,888,888	1,888,888	1,119,888	0
251	PRINCIPAL - 2009A.2	12,288,888	0	0	0	0	0	0	0	1,888,888	1,888,888	1,888,888	2,888,888	2,888,888	3,888,888	3,415,888	0
252	TOTAL PRINCIPAL	18,668,776	0	0	0	0	0	0	0	2,767,776	2,837,776	2,837,776	4,777,776	4,777,776	5,304,776	4,534,776	0
253	INTEREST EXPENSE - 2009A	427,888	63,281	227,513	87,387	38,838	0	0	0	0	0	0	0	0	0	0	0
254	INTEREST EXPENSE - 2009B	888,888	128,231	384,846	202,818	78,494	0	0	0	0	0	0	0	0	0	0	0
255	INTEREST EXPENSE - 2009A-1	1,481,888	0	0	0	0	18,888	285,188	287,888	258,288	187,888	138,788	84,888	24,588	0	0	0
256	INTEREST EXPENSE - 2009A-2	2,918,288	0	0	0	0	378,888	582,288	584,788	478,188	388,188	285,888	174,388	84,388	0	0	0
257	DEBT SERVICE SAVINGS-RESERVED	11,238	88,288	38,888	238,888	(17,288)	218,888	(28,888)	(78,888)	(148,888)	(288,888)	(228,888)	(128,888)	(82,888)	0	0	0
258	TOTAL INTEREST EXPENSE	5,681,288	881,288	1,881,288	532,888	111,888	782,188	852,288	788,788	588,888	388,888	288,888	188,888	88,888	28,888	0	0
259	PROJECTED AVAILABLE REVENUES - 11 YEAR	30,243,888	8,248,888	8,288,888	10,288,888	12,888,888	6,288,888	16,148,888	6,288,888	5,148,888	5,208,888	5,888,888	6,288,888	6,288,888	6,288,888	6,288,888	6,288,888
260	PROJECTED INTEREST INCOME	2,888,888	1,218,888	1,888,888	328,888	181,888	12,288	6,288,888	6,288,888	6,288,888	6,288,888	6,288,888	6,288,888	6,288,888	6,288,888	6,288,888	6,288,888
261	NET DEBT SERVICE 20% REFUNDING - RESERVED	3,288,888	0	0	0	188,888	572,888	82,288	78,128	388,888	388,888	388,888	388,888	388,888	388,888	388,888	388,888
262	TOTAL INTEREST IN COMBINED SERVICE SAVINGS	3,288,888	381,288	1,881,288	522,888	111,888	782,188	852,288	788,788	588,888	388,888	288,888	188,888	88,888	28,888	0	0
263	ROGER SCOTT FISHER CENTER - COUNTY CONTRIBUTION	1,888,888	0	0	328,871	47,828	0	0	0	0	0	0	0	0	0	0	0
264	SANDHORN THEATRE - PRIVATE CONTRIBUTION	848,888	0	788,888	88,188	88,188	28,288	0	0	0	0	0	0	0	0	0	0
265	SANDHORN THEATRE - COUNTY CONTRIBUTION	4,888,888	2,888,888	2,888,888	0	0	0	0	0	0	0	0	0	0	0	0	0
266	8 YEAR LOBT BALANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
267	OTHER REVENUE (PRIOR LOSSTPLANS)	328,278	0	0	0	328,278	0	0	0	0	0	0	0	0	0	0	0
268	PAR-TOTAL MISCELLANEOUS REVENUE	328,278	0	0	328,278	0	0	0	0	0	0	0	0	0	0	0	0
269	TRANSFER IN - GENERAL FUND - CBT(1,137,167)	5,288,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888
270	TRANSFER IN - GENERAL FUND - CBT(1,137,167)	5,288,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888	3,278,888
271	TOTAL SOURCES	63,138,231	1,815,719	16,322,222	8,481,787	8,517,288	1,228,888	7,254,788	7,251,188	7,251,188	7,251,188	7,251,188	7,251,188	7,251,188	7,251,188	7,251,188	7,251,188
272	FUND BALANCE FROM DEBT PROCEEDS	18,388,888	6,128,227	827,188	3,282,728	6,421,188	1,888,888	17,888	0	0	0	0	0	0	0	0	0
273	BALANCE	18,388,888	6,128,227	827,188	3,282,728	6,421,188	1,888,888	17,888	0	0	0	0	0	0	0	0	0

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CITY OF PENSACOLA, FLORIDA
EXPENDITURE TRANSACTION ANALYSIS
thru 3/18/2013

FUND: 307 LOCAL OPTION SALES TAX FD
COST CENTER: 389041 PENNY FOR PROG EQUIP -ROAD & ST FAC

<u>ID</u>	<u>DATE</u>	<u>PROJ#</u>	<u>F/C</u>	<u>REP/NO/E</u>	<u>CIBS</u>	<u>CK STATUS</u> <u>& CLR DTE</u>	<u>VEND.#/NAME</u>	<u>BUDGET</u>	<u>EXPEND.</u>	<u>ENCUMB.</u>	<u>DESCRIPTION</u>
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**CITY OF PENSACOLA, FLORIDA
EXPENDITURE TRANSACTION ANALYSIS
thru 3/18/2013**

FUND: 307 LOCAL OPTION SALES TAX FD
COST CENTER: 389041 PENNY FOR PROG EQUIP -ROAD & ST FAC

PD	DATE	PROJ#	T/C	RP/PO/IE	CHK	CK STATUS & CLR DTE	VEND # / NAME	BUDGET	EXPEND.	ENCUMB.	DESCRIPTION	
9669 CONST WORK IN PROGRESS												
BEGINNING BUDGET:								0.00				
<i>You have selected the 'No Lower Bound' option. By selecting this option, you will not receive any beginning budget figures. If you wish to receive beginning budget figures, a date must be entered in the 'Start Of Range' section.</i>												
12/11	09/30/2011	019145	IN	664974	1134368	C 10/27/11	021638 - ARTE DITTA INC DBA	0.00	1,800.00	0.00	CITY HALL 7TH FLOOR IMPROVEMEN	
12/11	09/30/2011	019145	BA	3365				1,800.00	0.00	0.00	BUDGET TRANSFER	
3/12	12/21/2011	019145	BA	3408				100,000.00	0.00	0.00	BUDGET TRANSFER	
3/12	12/21/2011	019145	BA	3408				(1,800.00)	0.00	0.00	BUDGET TRANSFER	
4/12	01/31/2012	019145	BA	3598				(25,000.00)	0.00	0.00	BUDGET TRANSFER	
6/12	03/06/2012	019145	IN	28303	1141738	C 3/12/12	021638 - ARTE DITTA INC DBA	0.00	3,800.00	0.00	Reconfigure 7th floor	
6/12	03/06/2012	019145	IN	28303	1141738	C 3/12/12	021638 - ARTE DITTA INC DBA	0.00	760.00	0.00	Design Service--5th floor	
6/12	03/07/2012	019145	IN	711316	1141356	C 3/12/12	036275 - HUTTO, JAMES N	0.00	2,575.00	0.00	REMOVAL OF BOOKS & SHELVING FO	
6/12	03/21/2012	019145	IN	711257	1143194	C 4/12/12	008254 - WARREN METAL DOORS & FRAM	0.00	99.00	0.00	INTERIOR DOOR FRAM RENOVATION	
6/12	03/22/2012	019145	IN	711309	1143084	C 4/12/12	007307 - SEACOAST SUPPLY I. & W SUPPLY	0.00	223.55	0.00	STUDS	
6/12	03/28/2012	019145	PO	0070558	0		021638 - ARTE DITTA INC DBA	0.00	0.00	12,512.50	Floor to Ceiling Glass Walls /	
6/12	03/28/2012	019145	PO	0070558	0		021638 - ARTE DITTA INC DBA	0.00	0.00	4,267.00	Shipping & Handling, Delivery	
7/12	04/04/2012	019145	IN	214229	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	2,624.40	0.00	Sound Equipment replacement pa	
7/12	04/04/2012	019145	IN	216411	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	1,294.53	0.00	Sound Equipment Replacement Pa	
7/12	04/04/2012	019145	IN	216836	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	78.72	0.00	Sound Equipment replacement pa	
7/12	04/04/2012	019145	IN	217048	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	900.00	0.00	Yamaha Mixer--Sound Equipment	
7/12	04/04/2012	019145	IN	217946	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	460.00	0.00	Atech Mic Goose-neck Condenser	
7/12	04/04/2012	019145	IN	217947	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	2,068.56	0.00	Shure Mic 12" Goose-neck Cardio	
7/12	04/04/2012	019145	IN	281040	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	218.85	0.00	Shur BETA 87A sound equipment	
7/12	04/04/2012	019145	IN	218226	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	(673.56)	0.00	credit for mixer--sound equipm	
7/12	04/04/2012	019145	IN	218233	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	300.00	0.00	Sound Equipment Replacement Pa	
7/12	04/04/2012	019145	IN	218233	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	4,000.00	0.00	System Installation--Sound equ	
7/12	04/04/2012	019145	IN	218234	1144162	C 5/11/12	000802 - ALL PRO SOUND	0.00	(71.50)	0.00	Credit--inline female plugs sou	
7/12	04/05/2012	019145	IN	0070558-3/30/12	1142675	C 4/11/12	021638 - ARTE DITTA INC DBA	0.00	6,256.25	0.00	Floor to Ceiling Glass Walls /	
7/12	04/05/2012	019145	LI	0070558-3/30/12	1142675	C 4/11/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-6,256.25	Floor to Ceiling Glass Walls /	
7/12	04/05/2012	019145	IN	0070558-3/30/12	1142675	C 4/11/12	021638 - ARTE DITTA INC DBA	0.00	2,133.50	0.00	Shipping & Handling, Delivery	
7/12	04/05/2012	019145	LI	0070558-3/30/12	1142675	C 4/11/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-2,133.50	Shipping & Handling, Delivery	
7/12	04/09/2012	019145	IN	711362	1142736	C 4/11/12	034780 - CITY ELECTRIC SUPPLY CO INC	0.00	123.08	0.00	PNS035002 CABLE FOR CITY HALL	

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**CITY OF PENSACOLA, FLORIDA
EXPENDITURE TRANSACTION ANALYSIS
thru 3/18/2013**

FUND: 307 LOCAL OPTION SALES TAX FD

COST CENTER: 389041 PENNY FOR PROG EQUIP-ROAD & ST FAC

PD	DATE	PROJ#	T/C	RP/PO/FE	CHK	CK STATUS & CLR DTE	VEND # / NAME	BUDGET	EXPEND	ENCUMB	DESCRIPTION
7/12	04/17/2012	019145	IN	713875	1144418	V 7/13/12	032636 - GLAZE COMMUNICATIONS SERVI	0.00	2,172.78	0.00	DISCONNECT MOD FURNITURE
7/12	04/23/2012	019145	PO	0070626	0		039556 - LEE'S GLASS & WINDOW WORKS	0.00	0.00	12,850.00	Furnish and Install New Storef
8/12	05/04/2012	019145	PO	0070662	0		023982 - SRT SUPPLY INC	0.00	0.00	3,300.47	Walkthrough metal detector for
8/12	05/24/2012	019145	PO	0070714	0		021638 - ARTE DITTA INC DBA	0.00	0.00	9,053.00	7th Floor Reception Station
8/12	05/24/2012	019145	IN	0070714-52312	1145062	C 5/25/12	021638 - ARTE DITTA INC DBA	0.00	4,526.50	0.00	7th Floor Reception Station
8/12	05/24/2012	019145	LI	0070714-52312	1145062	C 5/25/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-4,526.50	7th Floor Reception Station
9/12	06/07/2012	019145	IN	0070662-71222	1146391	C 6/13/12	023982 - SRT SUPPLY INC	0.00	3,300.47	0.00	Walkthrough metal detector for
9/12	06/07/2012	019145	LI	0070662-71222	1146391	C 6/13/12	023982 - SRT SUPPLY INC	0.00	0.00	-3,300.47	Walkthrough metal detector for
10/12	07/03/2012	019145	IN	CH-1	1147514	C 7/13/12	036275 - HUTTO, JAMES N	0.00	3,740.00	0.00	wall removal 7th floor - City
10/12	07/03/2012	019145	IN	F0087909	1147923	C 7/12/12	000220 - PENSACOLA GLASS COMPANY	0.00	166.00	0.00	48x60" tempered glass
10/12	07/10/2012	019145	IN	9309-3	1149713	C 8/13/12	000866 - SHERWIN WILLIAMS INC	0.00	168.30	0.00	gallon paint- 7th flr
10/12	07/11/2012	019145	IN	P2870621694	1149705	C 8/14/12	007307 - SEACOAST SUPPLY L & W SUPPLY	0.00	97.16	0.00	materials for wall restructure
10/12	07/11/2012	019145	IN	9375-4	1149713	C 8/13/12	000866 - SHERWIN WILLIAMS INC	0.00	14.39	0.00	Quart- AR6W151
10/12	07/11/2012	019145	IN	9390-3	1149713	C 8/13/12	000866 - SHERWIN WILLIAMS INC	0.00	144.12	0.00	4 gallons paint- H30W251 & B30
10/12	07/13/2012	019145	IN	713875	0		032636 - GLAZE COMMUNICATIONS SRVC	0.00	(2,172.78)	0.00	DISCONNECT MOD FURNITURE
10/12	07/16/2012	019145	IN	9486-9	1149713	C 8/13/12	000866 - SHERWIN WILLIAMS INC	0.00	85.77	0.00	3 gallons of Ltx Extra
10/12	07/16/2012	019145	IN	1358	1149497	C 8/13/12	002923 - HUEY'S WORKS	0.00	1,350.00	0.00	office and lobby painting
10/12	07/16/2012	019145	IN	12-288	1149451	C 8/14/12	032636 - GLAZE COMMUNICATIONS SRVC	0.00	118.12	0.00	Move and reterminate wiring on
10/12	07/23/2012	019145	IN	01352039	1149643	C 8/13/12	000221 - PENSACOLA HARDWARE CO	0.00	10.77	0.00	minwas putty, and beads the na
10/12	07/23/2012	019145	IN	01352043	1149643	C 8/13/12	000221 - PENSACOLA HARDWARE CO	0.00	23.79	0.00	interior latex flat
10/12	07/25/2012	019145	IN	0070558-28561	1148349	C 7/27/12	021638 - ARTE DITTA INC DBA	0.00	6,256.25	0.00	Floor to Ceiling Glass Walls /
10/12	07/25/2012	019145	LI	0070558-28561	1148349	C 7/27/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-6,256.25	Floor to Ceiling Glass Walls /
10/12	07/25/2012	019145	IN	0070558-28561	1148349	C 7/27/12	021638 - ARTE DITTA INC DBA	0.00	2,133.50	0.00	Shipping & Handling, Delivery
10/12	07/25/2012	019145	LI	0070558-28561	1148349	C 7/27/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-2,133.50	Shipping & Handling, Delivery
10/12	07/25/2012	019145	IN	0070714-28563	1148349	C 7/27/12	021638 - ARTE DITTA INC DBA	0.00	3,671.50	0.00	7th Floor Reception Station
10/12	07/25/2012	019145	LI	0070714-28563	1148349	C 7/27/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-3,671.50	7th Floor Reception Station
11/12	08/01/2012	019145	IN	287021339	1149705	C 8/14/12	007307 - SEACOAST SUPPLY L & W SUPPLY	0.00	78.00	0.00	10' studs, panheads/ins three
11/12	08/01/2012	019145	IN	6816-3	1149713	C 8/13/12	000866 - SHERWIN WILLIAMS INC	0.00	57.18	0.00	LTX Fl. Extra- 2 gallons
11/12	08/01/2012	019145	IN	9578-3	1149713	C 8/13/12	000866 - SHERWIN WILLIAMS INC	0.00	222.01	0.00	6 gallons to Ltx Fl Extra, can
11/12	08/01/2012	019145	IN	CII-8	1149500	C 8/16/12	036275 - HUTTO, JAMES N	0.00	2,978.00	0.00	remove existing wall and fram
11/12	08/02/2012	019145	IN	0070626-1661	1149557	C 8/13/12	039556 - LEE'S GLASS & WINDOW WORKS	0.00	12,850.00	0.00	Furnish and Install New Storef

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**CITY OF PENSACOLA, FLORIDA
EXPENDITURE TRANSACTION ANALYSIS
thru 3/18/2013**

FUND: 307 LOCAL OPTION SALES TAX FD
COST CENTER: 389041 PENNY FOR PROG EQUIP-ROAD & ST FAC

PD	DATE	PROJ#	T/C	RP/PO/FE	CHK	CHK STATUS & CLR DTE	VEND # / NAME	BUDGET	EXPEND.	ENCUMB.	DESCRIPTION
11/12	08/02/2012	019145	LJ	0070626-1661	1149557	C 8/13/12	039556 - LEE'S GLASS & WINDOW WORKS	0.00	0.00	-12,850.00	Furnish and Install New Storif
11/12	08/02/2012	019145	PO	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	1,241.10	Florida State ContractA#425-00
11/12	08/02/2012	019145	PO	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	558.99	K60RB-
11/12	08/02/2012	019145	PO	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	2,993.08	K601A--
11/12	08/02/2012	019145	PO	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	340.00	Freight
11/12	08/06/2012	019145	IN	0070714-28659	1149274	C 8/13/12	021638 - ARTE DITTA INC DBA	0.00	590.00	0.00	7th Floor Reception Station
11/12	08/06/2012	019145	LI	0070714-28659	1149274	C 8/13/12	021638 - ARTE DITTA INC DBA	0.00	0.00	-590.00	7th Floor Reception Station
11/12	08/13/2012	019145	BA	4801				4,070.00	0.00	0.00	BUDGET TRANSFER
11/12	08/22/2012	019145	IN	10088894	1151131	C 9/12/12	000220 - PENSACOLA GLASS COMPANY	0.00	143.00	0.00	48" x 60"
11/12	08/22/2012	019145	IN	89065MP	1151279	C 9/12/12	008254 - WARREN METAL DOORS & FRAM	0.00	1,170.00	0.00	M32 Mug lock
11/12	08/30/2012	019145	IN	89066MP	1151279	C 9/12/12	008254 - WARREN METAL DOORS & FRAM	0.00	430.00	0.00	LCN 1461 cleses and installot
12/12	09/25/2012	019145	IN	2522-000	1152799	C 10/12/12	000708 - HILLER SYSTEMS INC	0.00	1,072.50	0.00	be in door locks permit
12/12	09/25/2012	019145	BA	5209				700.00	0.00	0.00	BUDGET TRANSFER
12/12	09/30/2012	019145	BA	5507				17,658.00	0.00	0.00	BUDGET TRANSFER
13/12	09/30/2012	019145	GJ	40000				0.00	5,133.16	0.00	FY12 CONTRACTS PAYABLE
0/13	10/01/2012	019145	OP	0070714	0		021638 - ARTE DITTA INC DBA	0.00		265.00	7th Floor Reception Station
0/13	10/01/2012	019145	OP	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00		1,241.10	Florida State ContractA#425-00
0/13	10/01/2012	019145	OP	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00		558.99	K60RB-
0/13	10/01/2012	019145	OP	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00		2,993.08	K601A--
0/13	10/01/2012	019145	OP	0070898	0		060119 - KIMBALL INTERNATIONAL INC	0.00		340.00	Freight
1/13	10/01/2012	019145	GJ	40000-R				0.00	(5,133.16)	0.00	FY12 CONTRACTS PAYABLE
1/13	10/08/2012	019145	IN	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	1,241.09	0.00	Florida State ContractA#425-00
1/13	10/08/2012	019145	LI	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	-1,241.10	Florida State ContractA#425-00
1/13	10/08/2012	019145	IN	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	558.99	0.00	K60RB-
1/13	10/08/2012	019145	LI	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	-558.99	K60RB-
1/13	10/08/2012	019145	IN	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	2,993.08	0.00	K601A--
1/13	10/08/2012	019145	LI	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	-2,993.08	K601A--
1/13	10/08/2012	019145	IN	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	340.00	0.00	Freight

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**CITY OF PENSACOLA, FLORIDA
EXPENDITURE TRANSACTION ANALYSIS
thru 3/18/2013**

FUND: 307 LOCAL OPTION SALES TAX FD
COST CENTER: 389041 PENNY FOR PROG EQUIP-ROAD & ST FAC

PD	DATE	PROJ #	T/C	REF/QUJE	CHK	CK STATUS & CLR DTE	VEND # / NAME	BUDGET	EXPEND.	ENCUMB.	DESCRIPTION
1/13	10/08/2012	019145	LI	0070898-09071 2	1152821	C 10/17/12	060119 - KIMBALL INTERNATIONAL INC	0.00	0.00	-340.00	Freight
1/13	10/11/2012	019145	PO	0071034	0		053570 - TERRY JOHNSON LLC	0.00	0.00	16,390.00	Furnish all labor and material
1/13	10/25/2012	019145	IN	0658-5	1154746	C 11/19/12	000866 - SHERWIN WILLIAMS INC	0.00	57.18	0.00	renovation project 7th floor
1/13	10/25/2012	019145	IN	01366935	1154389	C 11/13/12	000221 - PENSACOLA HARDWARE CO	0.00	72.64	0.00	eggshell and primer
1/13	10/25/2012	019145	IN	mayer-oh112/leg 3	1154245	C 11/9/12	036275 - HUITTO, JAMES N	0.00	6,792.65	0.00	renov. project 7th floor city
1/13	10/31/2012	019145	IN	0071034-504	1154520	C 11/13/12	053570 - TERRY JOHNSON LLC	0.00	16,390.00	0.00	Furnish all labor and material
1/13	10/31/2012	019145	LI	0071034-504	1154520	C 11/13/12	053570 - TERRY JOHNSON LLC	0.00	0.00	-16,390.00	Furnish all labor and material
2/13	11/02/2012	019145	IN	PNS/040450	1154082	C 11/14/12	034780 - CITY ELECTRIC SUPPLY CO INC	0.00	126.97	0.00	I-bar bracket, stainless steel
2/13	11/26/2012	019145	BA	131				266.00	0.00	0.00	POST BUD RES NO. 54-12
2/13	11/28/2012	019145	IN	01372498	1156018	C 12/11/12	000221 - PENSACOLA HARDWARE CO	0.00	23.36	0.00	promaster int. latex eggshell
2/13	11/29/2012	019145	IN	007502002083	1155857	C 12/12/12	010456 - GLIDDEN PAINT CO	0.00	41.01	0.00	Diamond 350 Egg, winterleaf
3/13	12/03/2012	019145	IN	01374951	1156329	C 12/18/12	000221 - PENSACOLA HARDWARE CO	0.00	118.07	0.00	cutting paint
3/13	12/04/2012	019145	IN	01375212	1157592		000221 - PENSACOLA HARDWARE CO	0.00	45.68	0.00	primer - city hall--
3/13	12/14/2012	019145	BA	136				17,662.00	0.00	0.00	POST BUD RES NO. 62-12
4/13	01/14/2013	019145	BA	5694				6,500.00	0.00	0.00	BUDGET TRANSFER
4/13	01/17/2013	019145	IN	01383643	1159255		000221 - PENSACOLA HARDWARE CO	0.00	68.60	0.00	eggshell paint, tape and spack
4/13	01/24/2013	019145	IN	3460-3	1159319		000866 - SHERWIN WILLIAMS INC	0.00	38.88	0.00	paint for renov. 7th floor
4/13	01/24/2013	019145	IN	8095	1159307		018370 - SAM'S WHOLESALE CLUB	0.00	124.90	0.00	moving boxes- City Hall renov
5/13	02/01/2013	019145	IN	7446700	1159337		023982 - SRT SUPPLY INC	0.00	35.98	0.00	GRT1600600 test piece to simul
5/13	02/01/2013	019145	IN	7446700	1159337		023982 - SRT SUPPLY INC	0.00	17.50	0.00	GRT1620570 test piece to simul
5/13	02/01/2013	019145	IN	7446700	1159337		023982 - SRT SUPPLY INC	0.00	10.50	0.00	Freight
5/13	02/22/2013	019145	BA	5887				10,000.00	0.00	0.00	BUDGET TRANSFER
TOTAL CONST WORK IN PROGRESS:								<u>131,856.00</u>	<u>103,464.79</u>	<u>5,663.17</u>	
TOTAL 389041 PENNY FOR PROG EQUIP-ROAD & ST FAC:								<u>131,856.00</u>	<u>103,464.79</u>	<u>5,663.17</u>	
TOTAL 307 LOCAL OPTION SALES TAX FD:								<u>131,856.00</u>	<u>103,464.79</u>	<u>5,663.17</u>	
REPORT TOTAL:								<u>131,856.00</u>	<u>103,464.79</u>	<u>5,663.17</u>	



7/26/2012

7th Floor Reception Area | SEATING

City of Pensacola

Line #	Model #	Part Description	Qty	Unit Sell	Ext Sell
Seating					
1	K60TR4219G	VILLA, TABLE, ROUND, 42x19, MATTE GLASS TOP	1	\$1,241.10	\$1,241.10
	FINISH PRICE GROUP	STANDARD GROUP 1			
	FINISH COLOR	BRIGHTON			
2	K60RB	VILLA, LOUNGE, RECTANGULAR BENCH	1	\$558.99	\$558.99
	SEAT UPHOLSTERY GRADE	GRADE 2			
	SEAT UPHOLSTERY PATTERN	LEGACY CHIFFON			
	COLOR				
	SEAT CUSHION	STANDARD			
3	K601A	VILLA, LOUNGE, ONE SEAT, WITH ARMS	4	\$748.27	\$2,993.08
	BACK UPHOLSTERY GRADE	GRADE 2			
	BACK UPHOLSTERY PATTERN	LEGACY CHIFFON			
	COLOR				
	SEAT UPHOLSTERY GRADE	GRADE 2			
	SEAT UPHOLSTERY PATTERN	LEGACY CHIFFON			
	COLOR				
	ARM UPHOLSTERY GRADE	GRADE 2			
	PRIMARY UPH PATTERN	LEGACY CHIFFON			
	COLOR				
	SEAT CUSHION	STANDARD			
				Sub-Total	\$4,793.17
Services					
4	INSTALL	Project Management, Delivery + Installation	1	\$340.00	\$340.00
				Sub-Total	\$340.00
				Grand Total	\$5,133.17

ADDITIONAL NOTES ::

Line #	Model #	Part Description	Qty	Unit Sell	Ext Sell
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Pricing is based on manufacturers State of Florida Contract # 425-001-06-1

Please address purchase order to:

Kimball International Marketing Inc
C/O CONTRACT RESOURCES
1600 Royal Street, Mail Code KO-222
Jasper, IN 47549-2010

From: Dick Barker Jr
Sent: Friday, December 21, 2012 9:36 AM
To: Laura Picklap
Subject: Re: Reclassification

See me

Richard Barker, Jr.
CITY OF PENSACOLA
Chief Financial Officer
P. O. Box 12910
222 West Main Street
Pensacola, FL 32502
(850) 435-1830

For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

On Dec 21, 2012, at 9:02 AM, "Laura Picklap" <lpicklap@cityofpensacola.com> wrote:

See below...they are over in the 7th floor renovations. I have asked John to give me an estimate of how much more he thinks he will need but he said he is not the one in charge of the project as there are other departments charging there (looks like mayor's office). Should I only move enough to cover the negative budget plus what John thinks he will need? Also, where should I pull the funding from?

Currently in the negative by \$5,958.88.

Laura

From: John OBrien
Sent: Friday, December 21, 2012 8:49 AM
To: Laura Picklap
Subject: RE: Reclassification

Thank you.

We have an invoice for the continuing renovations on the 7th floor. We have charged to 307-389041-9669-019145, however, the account, which is managed by someone else, is over budget by \$6,004.56. Need to have \$124.90 to process invoice.

John

From: Laura Picklap
Sent: Friday, December 21, 2012 8:03 AM
To: John OBrien
Subject: RE: Reclassification

Reclass complete.

Laura Picklap, CPA
Financial Services
City of Pensacola
222 W. Main Street Pensacola, Florida
Phone (850) 435-1822 Fax (850) 435-1700

<image001.jpg>

For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

Notice: Florida has a very broad public records law. Most written communications to or from state and local officials regarding government business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: John OBrien
Sent: Thursday, December 20, 2012 1:05 PM
To: Laura Picklap
Subject: Reclassification

Laura,

Please reclassify the following:

IN 19050 dated 11/29/12 \$975.00

FROM: 001-088001-9355-172198
TO: 001-088001-9355-172254

BA #5583 posted sufficient funds and this charge should have been posted in new project number.

Thanks

John O'Brien
Budget/Finance Officer
Public Works & Facilities Dept.
2757 N. Palafox Street
Pensacola, FL 32501
(850) 436-5548
Fax (850) 595-1012
jobrien@cityofpensacola.com

"All your dreams come true, if you have the courage to pursue them" - Walt Disney

<image002.png>

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<http://www.eset.com>

Information from ESET Endpoint Antivirus, version of virus signature database 8546 (20130709)

The message was checked by ESET Endpoint Antivirus.

<http://www.eset.com>




COUNCIL MEMORANDUM

July 18, 2013

FOR INFORMATION

Memorandum Number: 2013:523

FROM: Ashton J. Hayward, III, Mayor 

SUBJECT: Mayor's Report: Presentation on Real Estate Marketing Positioning Study

AGENDA: Regular Consent

SUMMARY:

The City of Pensacola has engaged real estate firm CBRE under an existing state contract to conduct a real estate marketing positioning study of city owned property at the Community Maritime Park, the Pensacola International Airport and the Port of Pensacola. CBRE is in the process of competing that study which will provide detailed information on how those properties should be marketed for leases in order to maximize their potential. CBRE staff, Mike McShea and Lee Ann Korst, will be in Pensacola the week of July 15th to deliver a report and discuss their findings. A presentation will be made to City Council at the July 18, 2013 Council Meeting as part of the Mayor's Report.

PRIOR ACTION:

None.

STAFF CONTACT:

M. Clark Merritt, Sustainability Administrator

ATTACHMENTS:

No.

PRESENTATION:

Yes, CBRE Staff.